

DEPARTMENT INFORMATION

REQUISITION NUMBER: 12024730 **DEPARTMENT NAME:** Police **DATE:** 09/16/2020
REQUESTOR: Jessica Aguilo **PHONE:** (562) 570-7464

VENDOR INFORMATION

NAME: KeyW Corporation **VENDOR #:** 23491
DBA: N/A **CONTACT:** Technical Support
ADDRESS: 7740 Milestone Parkway Suite 500, Hanover, MD 21061 **EMAIL:** eigproducts@keywcorp.com
PHONE: [REDACTED] **FAX:** [REDACTED]

MUNIS USER DEFINED FIELDS (UDFs)

PROCUREMENT PROCESS TYPE: (2LO 3QT) <= 25K LOCAL OUTREACH 3 QUOTES

CHANGE ORDER REASON (IF APPLICABLE): N/A

INSURANCE: ☒ Yes ☐ No **INSURANCE REASON (IF APPLICABLE):** On File

LABOR COMPLIANCE: ☒ Yes ☐ No **TI EQUIPMENT:** ☐ Yes ☒ No **HOMELAND SECURITY GRANT:** ☐ Yes ☒ No

FUNDING SOURCE: CCAT's Budget

DESCRIPTION OF PURCHASE

DESCRIPTION / JUSTIFICATION FOR PURCHASE / TIMING CONSIDERATIONS / SERVICE LEVEL IMPACT IF NOT APPROVED

CCAT uses highly sophisticated electronic equipment to assist in investigations. There is a critical need for a hand-held unit that integrates with the current system. The hand-held unit will allow the user to narrow down the search area. The current system has limitations depending on the area it's being used, and this unit will enhance our current system and eliminate those limitations. KeyW is the sole source vendor that offers the product that is compatible with our existing equipment.

(Continued)

VENDOR SELECTION FORM

EXCEPTION TO POLICY REQUEST ☒ Yes ☐ No

AN EXCEPTION IS REQUESTED BECAUSE:

Explain why the purchase cannot be made using a competitive process in accordance with the City of Long Beach's standard purchasing procedures. Attach additional page(s) if needed.

KeyW is the sole source vendor that offers the product (Jugular4 Field Kit) that is compatible with our existing equipment. Attached is a statement for the KeyW corporation.

ACCOUNTING INFORMATION

ACCOUNT STRING:	<div style="background-color: black; width: 450px; height: 20px;"></div>	AMOUNT: \$ 8,880.00
ACCOUNT STRING:	_____	AMOUNT: _____
ACCOUNT STRING:	_____	AMOUNT: _____

QUOTES RECEIVED - Attach backup documentation in TCM.

METHOD	BUSINESS NAME	NAME OF PERSON PROVIDING QUOTE	BUSINESS ADDRESS, PHONE, FAX, OR EMAIL	AMOUNT QUOTED
	KeyW Corporation		<div style="background-color: black; width: 150px; height: 20px;"></div>	\$ 8,880.00

DEPARTMENT DIRECTOR APPROVAL (IF APPLICABLE)*

PRINT DIRECTOR NAME:

Mauro Velasco

DIRECTOR SIGNATURE:

M. Velasco

DATE

9/21/20



7740 Milestone Parkway, Suite 400 | Hanover, Maryland 21076
[REDACTED] | [REDACTED] Fax | keywcorp.com

14-Sep-20

Jacobs Products - Sole Source Justification Statement

To whom it may concern:

The following products are developed and owned exclusively by the KeyW Corporation with all rights reserved. KeyW maintains sole proprietary ownership of the below listed product lines. These products are available to qualified government customers, including those at the state and local level.

JUGULAR4 (PN: 201150-001) is a multi-band GSM, CDMA, UMTS and LTE handheld receiver that builds on the previous generation of JUGULAR and related handheld receivers with over three thousand devices in service worldwide. It is capable of detecting and measuring the signal strength of any channel in five GSM/UMTS bands (850, 900, 1800, 1900, 2100), the four CDMA bands (450, 800, 1700, 1900) and seven LTE bands (700, 800, 900, 1700, 1900, 2100, 2600). The unit includes several new capabilities relative to the first generation JUGULAR for better performance and enhanced usability and a newly redesigned, rugged composite housing for improved survivability. CDMA bands (450, 800, 1700, 1900) and seven LTE bands (700, 800, 900, 1700, 1900, 2100, 2600). The unit includes several new capabilities relative to the first generation JUGULAR for better performance and enhanced usability and a newly redesigned, rugged composite housing for improved survivability.

JUGULAR4 Field Kit (PN: 201151-002) combines a JUGULAR4 handheld receiver with an Android handset provisioned with the Universal Remote Control V2 (URC2) Application installed, a Wideband Handheld Antenna, and a Wideband Textile Antenna in a custom fitted pelican case designed to hold all of these components and accessories. Please refer to the individual data sheets for specifics about JUGULAR4, URC2, Wideband Handheld Antenna, and the Wideband Textile Antenna.

As our products are only sold to government entities, and subcontractors on their behalf, the government is always given the most favorable pricing. All units are sold at the standard price. We do not provide discounts outside of those documented on our Standard Price List, available to all customers.

Technical questions regarding the products may be addressed to Technical Support at [REDACTED] or via email at eigproducts@keywcorp.com. For contractual questions, please contact Contracts at [REDACTED] or via email at eigcontracts@keywcorp.com. Any other questions or additional information requests, please contact General Information at [REDACTED] or via email at eiginfo@keywcorp.com.

KeyW PROPRIETARY



A WHOLLY OWNED SUBSIDIARY OF JACOBS

7740 Milestone Parkway
Suite 500
Hanover, MD 21061
www.jacobs.com

08-Jul-20

To: Long Beach Police Department
Attention: Robert Kennedy
Subject: FIRM FIXED PRICE Quote
Quote #: EIG-052120-003-01

REQ: 12024730 /

APPROVED FOR PAYMENT

SIGNATURE

DATE

US domestic ground shipping is included in the price. This quote is being provided at the same price offered to all customers. Pricing is based off of the latest KeyW Standard Price List. This quote does not include any applicable sales tax.

ITEM#	PART #	ITEM / DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	201151-002	JUGULAR4 Field Kit	1	\$8,880.00	\$8,880.00

Product will be delivered to: California

California sales tax: \$0.00

** Tax Exempt Certificate on File **

(US DOLLARS) TOTAL \$8,880.00

The KeyW Corporation is required to collect sales tax in the amount quoted above. Any order resulting from this quote shall include the sales tax amount unless the Buyer provides an exemption certificate.

This proposal is valid for a period of 60 days from the date of this quote and shall remain valid through 9/6/2020.

The quote number appearing on this document must be referenced on all orders and other related correspondence.

Terms and Conditions:

The KeyW Corporation Government Products Sector Terms & Conditions of Government Products Sale, shall be applicable to any order that results from this quote. All purchase orders must include reference to quote number as acceptance of KeyW/EIG Terms and Conditions, regardless of any other terms that may be incorporated in the PO, which shall not prevail. Terms and Conditions document can be downloaded from: <http://www.eigproducts.com/docs/eig-tc.pdf>.

Notwithstanding anything to the contrary, unless otherwise agreed to in writing by KeyW, the use of this quote in a third party proposal or any submission to a third party shall constitute acceptance of the KeyW Terms and Conditions by all parties, and the KeyW Terms and Conditions shall thereafter be non-negotiable.

Technical questions regarding the products may be addressed to Technical Support at [REDACTED] or via email at eigproducts@keywcorp.com. For contractual questions, please contact Contracts at [REDACTED] or via email at eigcontracts@keywcorp.com. Any other questions or additional information requests, please contact General Information at [REDACTED] or via email at eiginfo@keywcorp.com.

Delivery Schedule:

Items in-stock will be shipped within 15 business days ARO. Out-of-stock items are generally shipped within 60-90 days ARO. Buyer should use 90 days for normal planning purposes. Actual delivery expectation will be confirmed at time of order placement.

All products ship on a first come first serve basis from the time they are available in-stock. KeyW will not hold orders for future delivery dates. All standard products are delivered with user manuals, with the exception of accessories.

If item(s) are delayed in delivery due to lags incurred by the receipt of a valid export license or receipt of any necessary certifications or approvals, KeyW shall not be responsible for any damages resulting therefrom. If an unfavorable export license, certification, or approval is received, Buyer's sole remedy and KeyW's sole responsibility shall be a refund of any monies paid by Buyer for the affected products.

Warranty Statement:

A one (1) year warranty is included in the quoted price of the product unless otherwise specified above, as detailed in The KeyW Corporation Government Products Sector Terms & Conditions of Government Products Sale.

Intellectual Property (IP) - KEYW:

Notwithstanding anything to the contrary contained herein (except for the limited license rights expressly provided The KeyW Corporation Government Products Sector Terms & Conditions of Government Products Sale), KeyW and/or its suppliers will retain all rights, title and interest in and to the KeyW software products and the intellectual property rights associated with KeyW hardware products, including, without limitation, all patent rights, copyrights, trademarks, service marks, related goodwill, designs and confidential and proprietary information; and all modifications to, and derivative works based upon, the products and the documentation, whether registered in any part of the Buyer's country or province or not. Buyer (or Customer) shall not claim any right or property therein or register or cause to be registered in any part of the world, any patent, trademark, trade name, copyright or design which is the property of KeyW or its third party suppliers.

KeyW retains for itself all intellectual property and production rights in and to all designs, engineering details, and other data pertaining to the KeyW hardware and KeyW software products and to all discoveries, inventions, patent rights, and developments arising out of work done in connection with this order and to any and all products resulting therefrom, including the sole right to manufacture any and all such products. To the extent Buyer (or Customer) has or obtains any right, title, or interest in any of the foregoing, Buyer (or Customer) hereby irrevocably assigns to KeyW any and all such right, title, and interest. Buyer shall not transfer, or permit any third party to transfer, any such rights in and to the KeyW products to the government, unless otherwise expressly authorized by KeyW in writing. Intellectual property includes, without limitation, patents, copyrights, trade and service marks, trade names, trade secrets, and semiconductor designs.

Payment Terms:

Payment Terms are Net 30.

Proprietary Information:

Any and all documentation or information KeyW uses or provides in fulfillment of the effort relating to this quote shall be considered KeyW Proprietary Information and shall remain our exclusive property.

Return Policy:

All sales of KeyW products are FINAL. KeyW does not accept returns for refund or credit, including any credit towards upgraded technologies.