

City of Carlsbad PURCHASE ORDER

TIME IS OF THE ESSENCE ON THIS PURCHASE ORDER

PURCHASE ORDER NUMBER:
(NUMBER TO APPEAR ON INVOICES, PACKING SLIPS, ETC)

P141132

SHIP TO: POLICE ADMINISTRATION
CARLSBAD POLICE DEPARTMENT
2560 ORION WAY
CARLSBAD, CA 92010

MAIL INVOICE IN DUPLICATE TO:

CITY OF CARLSBAD
ATTN: ACCOUNTS PAYABLE
1635 FARADAY AVENUE
CARLSBAD, CA 92008-7314

VENDOR: VIGILANT SOLUTIONS LLC
1152 STEALTH STREET
LIVERMORE, CA 94551

ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS HEREIN AND ON THE REVERSE SIDE. PAYMENT TERMS ARE NET 30.

ORDER DATE:	VENDOR #:	TELEPHONE #:	SHIP TO ID#:	REQUISITION #:	REQUESTER:
05/13/2022	V028260	(858) 287 - 0067	POLADM	R62862	CINDY ANDERSON

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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QUOTE: #DAR-1490-13

ENTERPRISE SERVICE AGREEMENT DATED 5/10/2022

1.00	EA	INVESTIGATIVE DATA PLATFORM--ANNUAL sUBSCRIPTION FOR 101-200 SWORN (STATE & LOCAL): 5--COMMESRCIAL LPR DATA ACCESS & FACEsEARCH 128--L5F FIXED LPR CAMERA W/SUN SHIELD 61--FIXED CAMERA COMMUNICATIONS BOX 128--FIXED LPR CAMERA BRACKET 6--MOBILE LPR 4-CAMERS L5M HIGH-DEF SYS & SOFTWARE 6--LPR CAMERA MOUNT & LIGHT BAR MOUNT 5--BASIC SERVICE PKG FOR MANAGED LPR DEPLOYMENTS 128--FIXED CAMERA EXTENDED HARDWARE WARRANTY 6--4-CAMERA EXTENDED HRDW WARRANTY (YEARS 2-5) 134--START UP & COMMISSIONING "IN FIELD" LPR SYS. 1--VIGILANT TRAVEL VIA CLIENT SITE VISIT 128--SHIPPING CHARGES--FIXED OR COMMS 6--SHIPPING CHARGES--MOBILE 1--DEINSTALL & INSTALL OF MOBILE CAMERA-6 UNITS 1--7.75% SALES TAX AND HARDWARE	1,469,373.67	1,469,373.67
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Tax	0.00
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PO Total	1,469,373.67
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P141132; VIGILANT SOLUTIONS LLC; 5/13/2022

General Industrial Safety Order 5194 requires Material Safety Data Sheets (MSDS) be supplied, for applicable items, with the initial order.

To conform with I.R.S. regulations your Social Security Number or Federal Tax I.D. Number must be included on your invoice.

CITY OF CARLSBAD
PURCHASING DEPARTMENT
1635 FARADAY AVENUE
CARLSBAD, CA 92008-7314
(760) 602-2460 (760) 602-8556 FAX

SS

Roxanne Mulmeister
PURCHASING OFFICER

5/13/2022

THIS ORDER IS VOID WITHOUT AUTHORIZED SIGNATURE.

TERMS AND CONDITIONS

1. THERE IS NO ACKNOWLEDGEMENT COPY OF THIS PURCHASE ORDER. ANY DISCREPANCIES IN PRICE, QUANTITIES, ITEMS OR DELIVERY, MUST BE PHONED TO THE BUYER AT OUR PURCHASING DEPARTMENT WITHIN 48 HOURS OF YOUR RECEIPT OF THIS PURCHASE ORDER.
2. ALL ARTWORK, SPECIFICATIONS, TOOLS, EQUIPMENT AND OTHER ITEMS FURNISHED TO VENDOR, OR PAID FOR BY BUYER SHALL REMAIN BUYER'S PROPERTY, BE SAFELY KEPT BY VENDOR IN GOOD AND USABLE ORDER AND BE PROMPTLY RETURNED TO BUYER UPON REQUEST.
3. VENDOR IS PERFORMING AS AN INDEPENDENT CONTRACTOR AND, THUS, SHALL HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LIABILITY OF ANY NATURE OR KIND, ON ACCOUNT OF ANY INVENTION, ARTICLE, OR PROCESS USED AND FOR WORK OR LABOR PERFORMED UNDER THIS CONTRACT.
4. FREIGHT: CHARGES FROM ROUTING OTHER THAN THE ROUTING SPECIFIED WILL BE CHARGED TO YOUR ACCOUNT. A PACKING LIST SHOWING OUR PURCHASE ORDER NUMBER MUST ACCOMPANY EACH CASE OR PARCEL.
5. REJECTIONS: IF ANY OF THE GOODS ARE FOUND AT ANY TIME TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP, OR OTHERWISE NOT IN CONFORMITY WITH THE REQUIREMENTS OF THE ORDER, BUYER, IN ADDITION TO ANY OTHER RIGHTS WHICH IT MAY HAVE UNDER WARRANTIES OR OTHERWISE, SHALL HAVE THE RIGHT TO REJECT AND RETURN SUCH GOODS AT VENDOR'S EXPENSE WITHIN A REASONABLE LENGTH OF TIME. SUCH GOODS SHALL NOT BE REPLACED WITHOUT WRITTEN AUTHORIZATION FROM BUYER.
6. RESPONSIBILITY FOR SUPPLIES: VENDOR SHALL BEAR THE RISK OF LOSS OF OR DAMAGE TO THE ARTICLES COVERED BY THIS ORDER UNTIL DELIVERY OF SAID SUPPLIES AT THE LOCATION DESIGNATED BY BUYER OR AT SUCH OTHER PLACE AS MAY BE DESIGNATED HEREIN, REGARDLESS OF F.O.B. POINT OR THE POINT OF INSPECTION. VENDOR SHALL ALSO BEAR THE RISK OF LOSS OR DAMAGE TO ITEMS COVERED BY ORDER AFTER BUYER GIVES VENDOR NOTICE OF REJECTION.
7. CHANGES: BUYER MAY BY WRITTEN AND/OR VERBAL ORDER AT ANY TIME PRIOR TO FINAL DELIVERY AND WITHOUT NOTICE TO SURETIES, MAKE CHANGES WITHIN THE GENERAL SCOPE OF THIS ORDER, IN ANY OF THE FOLLOWING: APPLICABLE DRAWINGS, DESIGNS, OR SPECIFICATIONS, METHOD OF SHIPMENT OR PACKING AND PLACE OR TIME OF DELIVERY. TO THE EXTENT SUCH CHANGE CAUSES AN INCREASE OR DECREASE IN THE COST OR TIME REQUIRED FOR PERFORMANCE OF THIS ORDER, AN APPROPRIATE EQUITABLE ADJUSTMENT IN THIS ORDER SHALL BE MADE, AND CLAIM BY VENDOR FOR ADJUSTMENT MUST BE ASSERTED WITHIN FIFTEEN (15) DAYS OF RECEIPT OF THE CHANGE. FAILURE TO AGREE TO AN ADJUSTMENT SHALL NOT EXCUSE THE VENDOR FROM PROCEEDING WITH THIS ORDER As CHANGED.
8. BUYER SHALL HAVE THE RIGHT TO CANCEL AT ANY TIME FOR VENDOR'S BREACH OF ANY PROVISIONS OF THIS ORDER, INCLUDING FAILURE TO MEET THEIR STATED DELIVERY SCHEDULE. ALL OR ANY PORTION OF THIS ORDER MAY BE CANCELLED BY BUYER IF VENDOR, IN BUYER'S JUDGMENT, IS FAILING TO MAKE SUFFICIENT PROGRESS SO AS TO ENDANGER PERFORMANCE OF THIS ORDER IN ACCORDANCE WITH ITS TERMS.
9. IF VENDOR BREACHES THIS AGREEMENT AND FAILS TO DELIVER THE GOODS AND MATERIALS PROVIDED FOR HEREIN WITHIN THE TIME ABOVE SET FORTH, OR BY FAILING TO MAKE SUFFICIENT PROGRESS SO AS TO ENDANGER PERFORMANCE OF THIS ORDER, THEN BUYER MAY TERMINATE THIS CONTRACT AND PURCHASE THE GOODS AND MATERIALS FROM WHATEVER SOURCE AND VENDOR SHALL BE LIABLE TO BUYER FOR THE DIFFERENCE IN PRICE WHICH BUYER IS OBLIGATED TO PAY, PLUS ALL OF ITS COSTS AND EXPENSES IN ENFORCING ITS RIGHTS HEREUNDER, INCLUDING REASONABLE ATTORNEY'S FEES. FURTHER, BUYER MAY OFFSET ANY SUCH COSTS OR EXPENSES AGAINST ANY OF THE MONIDES WHICH MAY BE OWING TO THE VENDOR.
10. VENDOR AGREES TO COMPLY WITH APPLICABLE FEDERAL AND CALIFORNIA LAWS, INCLUDING, BUT NOT LIMITED TO, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT BEGINNING WITH GOVERNMENT CODE SECTION 12900 ET SEQ AND WITH LABOR CODE SECTION 1735. IN ADDITION, THE CONTRACTOR AGREES THE CONTRACTOR AGREES TO REQUIRE LIKE COMPLIANCE BY ALL SUB CONTRACTORS EMPLOYED.
11. VENDOR SHALL GUARANTEE THAT ALL GOODS COVERED BY THIS ORDER MEET ALL REQUIREMENTS FOR THE BUYER IN CONFORMANCE WITH ALL FEDERAL AND STATE LAWS INCLUDING THE FAIR LABOR STANDARDS ACT AND CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
12. THIS AGREEMENT IS GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, INCLUDING THE UNIFORM COMMERCIAL CODE AND THE PUBLIC CONTRACT CODE.
13. IN THE EVENT THIS PURCHASE ORDER RESULTS FROM A BID OR A QUOTATION, THE GENERAL PROVISIONS OF THAT BID OR QUOTATION ARE INCORPORATED HEREIN AND FORM A PART OF THIS PURCHASE ORDER.