

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1242 Page 1
Show this number on envelope

Purchase Order No. _____
(internal use only)

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is

Being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Long Beach, California ON THE 26 DAY OF February, 2025
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Tell Steel Inc.

Phone 562-435-4826 Fax 562-437-6899

Address 2345 W. 17th St. Long Beach Ca 90813
Street City State Zip

Signature [Signature] Printed Name Kerrin McClister Printed Title President

Signature [Signature] Printed Name Donna Hanson Printed Title Secretary-Treasurer

(Approved Corporate Signature Methods)

a) **Two WET signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One WET signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2025 Notary Seal _____ Signature _____	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department Date _____	Approved as to form and legality _____ _____, 2025 City Attorney BY _____ Deputy
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FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1242
(SHOW THIS NUMBER ON ENVELOPE)

<p><u>SUBMIT BID TO:</u> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE 11:00 A.M</p> <p>TUESDAY MARCH 4, 2025</p>
<p><u>Buyer:</u> Danielle Nappi, Procurement Analyst (310) 732-3890</p>	

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".
AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD.

STEEL SUPPLIES: WORLD CRUISE CENTER

THIS ONE-TIME PURCHASE ORDER IS IN ACCORDANCE WITH LOS ANGELES HARBOR DEPARTMENT AND TELL STEEL, INC. CONTRACT 39961-24; RENEWAL NO. 2 BASED UPON CITY OF LOS ANGELES GENERAL SERVICES DEPARTMENT (GSD) ANNUAL REQUIREMENTS CONTRACT NUMBER ARC 40 190000000127 12. A COOPERATIVE PURCHASE ARRANGEMENT PER CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, CHAPTER 2, SECTION 10.15 (a) (8), FOR THE REQUIREMENTS OF THE LOS ANGELES HARBOR DEPARTMENT FOR STEEL SUPPLIES TO BE FURNISHED AND DELIVERED COMMENCING UPON CONTRACT EXECUTION.

The terms of City of Los Angeles General Services Department (GSD) Annual Requirements Contract Number ARC 40 190000000127 12 is attached hereto and incorporated as Exhibit 1. To the extent that the terms and conditions of Exhibit 1 conflict with the terms and conditions contained in this contract, the terms and conditions of Exhibit 1 shall govern.

PRICES TO INCLUDE ALL DELIVERY CHARGES AND FEES EXCLUDING SALES TAX.

This one-time purchase order is awarded for the following: "STEEL SUPPLIES: WORLD CRUISE CENTER"

<p>REQ. NO.: REQ4288 NOTIFY: R. Bustamante</p> <p>PAGE 2</p>	<p>STATE TIME OF DELIVERY: <u>50-60</u> DAYS AFTER RECEIPT OF ORDER TERMS: <u>0</u> % DISCOUNT FOR PAYMENT WITHIN <u>30</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1</p> <p><i>Net 30 terms</i></p>
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Refer to the following for all items:

EXHIBIT 1: (MASTER AGREEMENT): Los Angeles General Services Department (GSD) Annual Requirements Contract Number ARC 40 190000000127 12

EXHIBIT 2: Los Angeles Harbor Department and Tell Steel, Inc. Contract 39961-24; Renewal No. 2

EXHIBIT 3 (Purchase Quote) Tell Steel, Inc. Quotation No. 60766 dated 12/11/2024.
(Please attach an updated Tell Steel quotation document generated in 2025)

Line	Qty.	Description	Unit Price	Ext. Price
1	1	0.625 ALUMINUM PLATE 6061-T6 ITEM 23 WIDTH 48.5" LENGTH 144.5" WEIGHT 429.3	\$ 2348.53	\$ 2348.53
2	1	0.375 ALUMINUM PLATE 6061-T6 ITEM 23 WIDTH 48.5" LENGTH 120.5" WEIGHT 214.8	\$ 1250.89	\$ 1250.89
3	100	¾" ROUND BAR 6063-T52 ITEM 38 LENGTH 16'0" WEIGHT 100	\$ 38.40	\$ 3840.00
4	19	2 X 2 X .125 ALUMINUM SQ TUBE 6063-T52 ITEM 38 LENGTH 24'1" WEIGHT 515.2	\$ 115.73	\$ 2198.87
5	19	3" OD X .120 W. ALUMINUM ROUND TUBE 6061-T6 ITEM 23 LENGTH 20'0" WEIGHT 505.4	\$ 286.15	\$ 5436.85
6	68	¼" SS PLATE 304L (BLUE/YELLOW) ITEM 12 WIDTH 4" LENGTH 4" WEIGHT 84.3	\$ 6.11	\$ 415.48
7	68	PLASMA CUTTING ITEM 31'WIDTH 4" LENGTH 4" WEIGHT 0.1	\$ 5.89	\$ 400.52
8	34	FABRICATION ITEM 18 FABRICATION OF 34 ALUMINUM HANDRAILS'2 HANDRAILS WILL NEED TO BE MODIFIED SLIGHTLY DIFFERENT PER CUSTOMER DRAWING	\$ 4037.50	\$ 137,275.00

TOAL WEIGHT = 1,849.4

SUBTOTAL TAXABLE \$ 153,166.14

TAX \$ 15699.53

GRAND TOTAL \$ 169,865.67

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BIDDERS INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

ADDENDUMS. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Regional Alliance Marketplace for Procurement (RAMP) website – www.rampla.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

SUPPLIER CONTACT INFORMATION:

Contact Person: Adrianna Rodriguez

Title: Sales Manager

Telephone No.: 562-435-4826

Fax No.: 562-437-6894

E-Mail Address: adrianna@tellsteel.com

24 Hour Contact No.: _____

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CONTRACTUAL TERMS SECTION

PRICE GUARANTEE. Prices are maximum for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Harbor Department.

TERMINATION FOR NON-APPROPRIATION. The Port's (City's) obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

AUTHORIZED DISTRIBUTOR/DEALER. Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: X No:

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer

NEW AND UNUSED. The equipment furnished shall be new and unused, current model.

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted (specify time period): 10 days .

MATERIAL, EQUIPMENT, SERVICE

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

MAKES, MODELS & BRAND NAMES. Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long

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as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

BUSINESS HOURS: Vendor to indicate business hours:

Monday-Friday: 6:30 A.M. to 5:00 P.M.

Saturday: _____ A.M. to _____ P.M.

Sunday: _____ A.M. to _____ P.M.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures, and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

PRINTED LITERATURE. Terms, conditions, and deviations from specifications contained within printed material/literature will not be accepted. Each deviation from the specifications must be stated in a letter, attached to the bidder's submittal.

DELIVERY

DELIVERY. Delivery is desired within 10 days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. Port of Los Angeles, Construction and Maintenance: Capital Projects – World Cruise Center located at 100 Harbor Boulevard Berth 93, San Pedro CA 90731

NOTIFICATION. The vendor shall notify Robert Bustamante, in office at (310) 732-3087 of the Los Angeles Harbor Department Construction and Maintenance Division at not less than three (3) days in advance that the equipment is ready for delivery to confirm delivery point.

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FINANCIAL SECTION

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 016082418.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

SELECTED BIDDER SHALL PROVIDE A COPY OF THE COMPANY'S W-9 FORM.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

BTRC/BTRC Exemption Number: 0000578459.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Tell Steel Inc

ADDRESS: 2345 W. 17th Street

Long Beach Ca 90813

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

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GENERAL RULES AND REGULATIONS

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

SWEAT-FREE PROCUREMENT POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.

ETHICS.

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in

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fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP)

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

Vendor RAMP ID: 27357 (required)

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:

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GENERAL CONDITIONS READ CAREFULLY

- 1. FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
- 2. TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
- 3. SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
- 4. BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
- 5. AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
- 6. PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
- 7. PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
- 8. DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
- 9. DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
- 10. INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
- 11. INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill

marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

- 12. TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.

- 13. CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
- 14. PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
- 15. ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
- 16. NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
- 17. SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
- 18. PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
- 19. CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

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20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116