

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

BID NO. F-1072 Page 1
Show this number on envelope

Contract No. 39914

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 addenda, 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" according to the terms and conditions. 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.

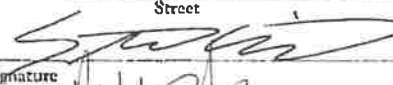

6. LEGAL JUSTIFICATION

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: Poway, CA 92064 ON THE _____ DAY OF February, 2020
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Teledyne Instruments, Inc. dba SeaBotix
Phone 619-881-1173 / 858-264-7089 Fax N/A
Address 14020 Stowe Drive Poway CA 92064
Street City State Zip


Signature  Steven Reid Vice President & General Manager
Printed Name Printed Title
Signature  ROBERT ZAMMITT CONTROLLER
Printed Name Printed Title

(AFFIX CORPORATE SEAL HERE)

a) **Two 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 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. N/A

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2019 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 <u>3/17/20</u> City Attorney BY  Deputy
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1072

<p>SUBMIT BID TO : Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p>OFFICE HOURS: 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE 2:00 P.M. FEBRUARY 11, 2020</p> <p>BIDS WILL BE PUBLICLY OPENED</p>
<p><i>MP 1-28-20</i></p> <p>Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890 Email: mdavies@portla.org</p>	

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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VLBV 300 METER VECTORED SYSTEM

		Unit Price	Extension
1	1 Each		
		\$93,995.00	\$93,995.00
VLBV 300 meter (1,000ft) depth rated vectored LBV system Including: Vehicle, thrusters, color camera, external lighting Power supply ICC - integrated control console 250m tether/umbilical, with reel Cases, basic spares kit, spare thruster, oil, manual Two (2) year manufacturer's limited warranty #vLBV300			
2	1 Each		
		\$17,500.00	\$17,500.00
3	1 Each		
		\$2,980.00	\$2,980.00
vLBV, bottom mount, pathfinder DVL #TPA3065			
4	2 Each		
		\$895.00	\$1,790.00
External lighting, 1500 lumens LED 4-head, vLBV assy. w/bracketry and connector Integrated kit Order qty. 2 each/set #AC053-100			
5	1 Each		
		\$3,995.00	\$3,995.00
High performance GPS: <ul style="list-style-type: none"> • Provides GPS position (fix) of the ROV when at the surface • Includes mounting & cable integration kit #AC3107 			

REQ. NO.: Z-20-042/60335
 NOTIFY: M. Ramos
 PAGE 2

STATE TIME OF DELIVERY: 4 mos./18 wks ~~DAYS~~ AFTER RECEIPT OF ORDER
 TERMS 0 % DISCOUNT FOR PAYMENT WITHIN 0 DAYS.
 BIDDER MUST SIGN THIS BID ON PAGE 1

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1072
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 11, 2020

6	1 Each	High performance dual GPS for topside USBL, dunking transducer: <ul style="list-style-type: none"> • Includes hemisphere dual antenna GOS, cables • Provides accurate heading to significantly improve USBL position <p style="margin-left: 20px;">#AC042</p>	\$3,695.00	\$3,695.00
7	1 Each	Imaging sonar Ethernet integration kit TSA503 for LBV blueview TSA508 for LBV tritech gemini #TSA503/508 TSA2972	\$1,195.00	\$1,195.00
8	1 Each	Integrated navigation console #INCXXX #INC304	\$15,995.00	\$15,995.00
9	1 Each	Smart-flight 2.0 integration kit #SFK004 #SFK001	\$32,995.00	\$32,995.00
10	1 Each	Tether, 350M (1,148ft), (upgrade price) #UMB350-TP	\$2,295.00	\$2,295.00
11	1 Each	Tool plate assembly #TPA00X TPA005	\$795.00	\$795.00
12	1 Each	Tritech gemini imaging sonar, 120 deg, field of views #SN319 #SN2870	\$33,950.00	\$33,950.00
13	1 Each	5-day comprehensive service, maintenance and flight training at SeaBotix facility in San Diego, CA for two trainees; one trainer per selection. #TRN000X #TRN0002 Included.	\$0.00	\$0.00

ADDITIONAL QUANTITIES. The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: 31Dec2020

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

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.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendums(a) to modify or cancel a Bid Request. Such addendums (a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendums(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1072

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 11, 2020

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: Mario De La Cruz

Title: Sales Manager - Vehicles, Americas

Telephone No.: 619-881-1173, Cell: 858-264-7089

Fax No.: N/A

E-Mail Address: Mario.DeLaCruz@Teledyne.com

24 Hour Contact No.: N/A

AUTHORIZED DISTRIBUTOR/DEALER

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

Yes: _____ No*: Direct Manufacturer

*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): _____

Limited Warranty: Twenty-four (24 mos.) months from date of shipment.

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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.

ETHICS. – (Attachment A)

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 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.

DELIVERY POINT: Prices to include all delivery charges, F.O.B. the Harbor Department, Port Police, 330 S. Centre Street, San Pedro, CA 90731.

BILLING DISCOUNT TERMS

Payment terms are Net 30 Days unless bidder otherwise quotes cash discount terms. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAX

Do not include sales tax in your bid. Sales tax 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: 101015786

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.**

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1072
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 11, 2020

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: Teledyne Instruments, Inc.

ADDRESS: DEPT CH 14267

Palatine, IL 60055-4267

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.

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: N/A.

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.

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.

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.

**ETHICS - FORM(S) CEC 50 AND 55
(ATTACHMENT A)**

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
Bid No. F-1072	
Bidder Name	
Teledyne Instruments Inc., dba SeaBotix	
Address	
14020 Stowe Drive, Poway, CA 92064 USA	
Email Address	Phone Number
Mario.DeLaCruz@Teledyne.com	619-881-1173 / 858-264-7089

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A I am applying for one of the following types of contracts with the City of Los Angeles:

- 1 A goods or services contract with a value of more than \$25,000 and a term of at least three months;
- 2 A construction contract with any value and duration;
- 3 A financial assistance contract, as defined in Los Angeles Administrative Code § 10 40 1(h), with a value of at least \$100,000 and a term of any duration; or
- 4 A public lease or license, as defined in Los Angeles Administrative Code § 10 40 1(i), with any value and duration

B I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48 02

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete

Dave Marousch

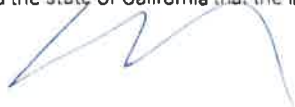
Name

Signature

Contracts Manager

Title

Date


2/7/2020

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): Bid No. F-1072 Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
vLBV 300 Meter Vectored System

Awarding Authority (Department awarding the contract): _____

Bidder Name: Teledyne Instruments, Inc., dba SeaBotix

Bidder Address: 14020 Stowe Drive, Poway, CA 92064

Bidder Email Address: Mario.DeLaCruz@Teledyne.com Bidder Phone Number: 619-881-1173

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals (check one) The bidder has one or more PRINCIPALS , as defined in LAMC § 49 7 35(A)(6) At least one principal is required for entities (If you check "Yes", Schedule A is required)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2. SCHEDULE B – Subcontractors and Their Principals (check one) The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more (If you check "Yes", Schedule B is required)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>4</u>		

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Dave Marousch _____
Name Signature

Contracts Manager _____
Title Date 2/7/2020

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary) Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City

Name: _____ Title: _____ Address: See Attachment _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Teledyne Instruments, Inc., dba SeaBotix Subcontractor's Address 14020 Stowe Drive, Poway, CA 92064

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____	Title: _____
Address: <u>See Attachment</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.



14020 Stowe Drive
Poway, California 92064
P: +1 619.450.4000 F: +1 619.450.4001
www.SeaBotix.com

Executive Management



ALDO (AL) PICELLI*
President and Chief Executive Officer

CARL ADAMS
Vice President, Business Risk Assurance

CYNTHIA Y. BELAK*
Vice President and Controller

VICKI BENNE
Group Vice President and General
Manager, Environmental Instrumentation

STEPHEN F. BLACKWOOD*
Senior Vice President, Strategic Sourcing,
Tax and Treasurer

GEORGE C. BOBB, III*
President, Teledyne Aerospace Group
and Vice President, Teledyne

MELANIE S. CIBIK*
Senior Vice President, General Counsel,
Chief Compliance Officer and Secretary

JASON W. CONNELL
Vice President, Human Resources and
Associate General Counsel

JANICE L. HESS
President, Engineered Systems Segment

SCOTT HUDSON
Vice President and Chief Information
Officer

SUSAN L. MAIN*
Senior Vice President and
Chief Financial Officer

ROBERT MEHRABIAN*
Executive Chairman

SEAN O'CONNOR
Chief Operating Officer and Chief Financial
Officer, Environmental & Electronic
Measurement Instrumentation

KEVIN PRUSSO
Group Vice President and General
Manager, Test & Measurement
Instrumentation

MIKE R. READ
President, Teledyne Marine Group

EDWIN ROKS*
President, Teledyne Digital Imaging and
Vice President, Teledyne

GLENN SEEMANN
Vice President, Contracts

JASON VANWEES*
Executive Vice President

* Section 16 Officer

Stockholder Information

CORPORATE OFFICES
Teledyne Technologies Incorporated
1049 Camino Dos Rios
Thousand Oaks, CA 91360
Telephone: (805) 373-4545
Fax: (805) 373-4775
www.teledyne.com

TRANSFER AGENT AND REGISTRAR
Computershare
P.O. BOX 505000
Louisville, KY 40233-5000
Customer Service: 1-888-540-9867
computershare.com

**STOCKHOLDER PUBLICATIONS —
FORM 10-K**
Information on how to access Annual
Reports (including Form 10-K) and proxy
statements is mailed to all stockholders of
record. Copies of our SEC periodic reports,
corporate governance guidelines, code
of ethics and committee charters are also
available on our website at
www.teledyne.com. For additional
information, contact Investor Relations.

STOCK EXCHANGE LISTING
The common stock of Teledyne
Technologies Incorporated is traded
on the New York Stock Exchange
(symbol TDY).

ANNUAL MEETING
The Annual Meeting of Stockholders
will be held on Wednesday, April 24, 2019,
at 9:00 a.m. PDT, at Teledyne Technologies
Incorporated, 1049 Camino Dos Rios,
Thousand Oaks, CA 91360.

INDEPENDENT AUDITORS
Deloitte & Touche LLP
Los Angeles, California

**CURRENT NEWS AND
GENERAL INFORMATION**
Information about Teledyne is available at
www.teledyne.com.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1072

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 11, 2020

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 or facsimile 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.

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.
- 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.

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.
- 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.

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1072

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 11, 2020

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 after the current fiscal year is contingent upon City's appropriation of funds for that 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