

TO: HARBOR DEPARTMENT PURCHASING OFFICE

BID NO. F-779 Page 1

BY MAIL: P. O. Box 786, Wilmington, CA 90748

Show this number on envelope

DELIVERY: 500 Pier "A" Street, Berth 161

Wilmington, CA 90744

Contract No. 39622

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 and the reverse side, 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: SAN ANTONIO TEXAS ON THE 12 DAY OF JANUARY, 2012

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name: Bailey & Wells Communications, Inc.
Phone: 888-311-8064 Fax: 951-776-1503
Address: 3440 E. Houston Street San Antonio TX 78219
Signature: [Signature] Printed Name: RICHARD WELLS Printed Title: PRESIDENT

Signature (Approved Corporate Signature Methods)
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.

Notary section containing County of Bexar, State of Texas, date January 12, 2012, and signatures of Sharon Lynne Slaughter (Notary) and Deputy KANN (City Attorney).

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-779

<p style="text-align: center;">SUBMIT BID TO :</p> <p>By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p>	<p>By Mail: Los Angeles Harbor Department Purchasing Office P. O. Box 786 Wilmington, CA 90748</p>	<p>BID DUE BEFORE 2:00 P.M. January 17, 2012</p>
<p>Buyer: Juan Benitez, Procurement Supervisor (310) 732-3890</p>		<p>BIDS WILL BE PUBLICLY OPENED</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 OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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Radios, Accessories and Parts, Harris RF Communications

This contract is in accordance with the City of Los Angeles General Services contract # 58785 for: **RADIOS, ACCESSORIES AND PARTS, "HARRIS RF COMMUNICATIONS"** to be furnished and delivered as may be required during a one-year period from effective date of the agreement however the term of this contract shall not exceed the term of THE CITY OF LOS ANGELES GENERAL SERVICES CONTRACT # 58785 as amended or extended from time to time. Total expenditures under this contract shall not exceed One Million, One Hundred Thousand Dollars (\$1,100,000) without prior amendment authorized by the Board of Harbor Commissioners.

PRICES QUOTED ARE IN ACCORDANCE WITH THE CITY OF LOS ANGELES GENERAL SERVICES CONTRACT # 58785 PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).

The terms of the attached Exhibit 1 -City of Los Angeles General Services contract # 58785 are incorporated herein.

1. **Radio System: Trunked and Conventional Analog & Digital Radio Systems/Networks, Mobile and Portable Radios, Model or Main Assembly. (Line #1, City of LA contract #58785)**

Mfr: "HARRIS RF COMMUNICATIONS EQUIPMENT"

<p>REQ. NO.: Z-12070 NOTIFY: Raul Velasco 01/11/12 JB:ap PAGE 2</p>	<p>STATE TIME OF DELIVERY: <u>30-60</u> DAYS AFTER RECEIPT OF ORDER TERMS <u>N/A</u> % DISCOUNT FOR PAYMENT WITHIN <u>N/A</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1</p>
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FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-779
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: January 17, 2012

PRICE LIST DISCOUNTS/MARK UPS:

Quotations are requested in the form of a discount (-)/mark up (+) you are offering the Port from/to the manufacturer's nationally published price list.

State percentage discount (-)/mark up (+) offered to the City: [circle one] - 30 %

State manufacturer: Harris RF Communications

Price list no./date: Harris Products and Services Catalog; September 2011 (provided on CD)

Applicable price column: List Price

Bidder shall include a copy of the manufacturer's latest price list(s) with the Quotation.

The "Price Agreement Conditions" herein shall apply to discounts/mark ups quoted.

2. NON M/A-COM Radio systems parts as needed for the installation of the systems on contract. (Line #6, City of LA contract #58785)

PRICE LIST DISCOUNTS/MARK UPS:

Quotations are requested in the form of a discount (-)/mark up (+) you are offering the Port from/to the manufacturer's nationally published price list.

State percentage discount (-)/mark up (+) offered to the City: [circle one] - 10 %

State manufacturer: Harris RF Communications

Price list no./date: Harris Products and Services Catalog; September 2011 (provided on CD)

Applicable price column: List Price

Bidder shall include a copy of the manufacturer's latest price list(s) with the Quotation.

The "Price Agreement Conditions" herein shall apply to discounts/mark ups quoted.

Supplier to provide with each invoice a copy of the Manufacturer's Current Price list page and clearly identify where Manufacture's item and retail price discount was taken from.

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3. HARRIS RF COMMUNICAITON SERVICES needed for the implementation of the systems on contract. (Line #4, City of LA contract #58785)

PRICE LIST DISCOUNTS/MARK UPS:

Quotations are requested in the form of a discount (-)/mark up (+) you are offering the Port from/to the manufacturer's nationally published price list.

State percentage discount (-)/mark up (+) offered to the City: [circle one] - 10 %

State manufacturer: Harris RF Communications

Price list no./date: Harris Products and Services Catalog; September 2011 (provided on CD)

Applicable price column: List Price

Bidder shall include a copy of the manufacturer's latest price list(s) with the Quotation.

The "Price Agreement Conditions" herein shall apply to discounts/mark ups quoted.

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.

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 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 addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-779
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BID DUE BEFORE 2:00 PM ON: January 17, 2012

SUPPLIER CONTACT INFORMATION:

Contact Person: Gary Kimmerle

Title: Director - West

Telephone No.: 888-311-8064

Fax No.: 951-776-1503

E-Mail Address: gary@dwcomm.com

24 Hour Contact No.: 888-311-8064

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 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.

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.

SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, he may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

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.

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

NOTIFICATION. The vendor shall notify the Harbor Department at (310) 732-2607 not less than three (3) days in advance that the equipment is ready for delivery.

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PRICE VERIFICATION:

The Contractor must have the capability to provide list price or cost information, before discounts or mark-ups and net prices after discounts or mark-ups, for all items ordered and invoiced. This information will be used by ordering and accounts payable personnel to verify compliance with the pricing terms of the contract. Price verification information may be provided on invoices or on a separate sheet attached with invoices. Failure to provide price verification information will delay payments until such information is provided.

ELECTRONIC CATALOG AND ELECTRONIC PRICE LIST:

If contractor produces electronic catalogs and /or electronic price lists, either by means of CD-ROM or website, the Contractor shall provide authorized City /Harbor Personnel with such electronic catalogs and price lists or access via internet connection to them at no additional charge to the City.

INVOICE INSTRUCTIONS

Bidder may invoice for equipment and/or services provided once the equipment has been delivered or the service provided.

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for Port of Los Angeles pertaining to materials and services, which ordered must be mailed to :
Harbor Department, City of Los Angeles
Accounting Section
PO Box 191
San Pedro, CA 90733-0191
2. All invoices MUST HAVE THE PURCHASE ORDER/CONTRACT NUMBERS PROVIDED BY THE ENTITY ORDERING/RECEIVING THE MATERIAL OR SERVICE. Port and Division name (i.e., Port Police, Finance, etc.) must also be provided as part of the ordering requirements. Invoices without division name may delay the payment process due to incomplete information.
3. All invoices WITH INCORRECT OR MISSING PURCHASE ORDER/CONTRACT NUMBERS WILL BE RETURNED TO THE VENDOR.
4. The invoice prices, descriptions and quantities MUST AGREE WITH THE PURCHASE ORDER/CONTRACT LINE ITEMS; otherwise payments will be delayed or will not be made for any items or charges not specified in the Purchase Order/contract (including freight charges, restocking charges, etc. unless specified in the contract. Discounts or payment terms should be printed on the invoices clearly and accurately. It is the Port's goal to take all available discounts being offered by the vendor.
5. Important miscellaneous invoice instructions are as follows:
FREIGHT CHARGES: Freight charges that are authorized in the contract must be invoiced by the Contractor, and not the freight company that made the delivery. Contractor must include a copy of the freight bill to substantiate freight charges on invoice for any freight charges.

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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.

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.**

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: SR-S-OHC-97-570027.

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: Dailey & Wells Communications, Inc.

ADDRESS: 3440 E. Houston Street

San Antonio, TX 78219

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.

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.

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.

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.

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CONTRACT TERMINATION. The contract may be terminated in whole or in part without penalty by the Port for its convenience, provided that the contractor is given not less than 30 days written notice (delivered by certified mail return receipt requested) of the intent to terminate. The Port will pay for that portion of work performed.

The Port will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract.

DEBARMENT

Special Note for Agreements/Contracts Utilizing Federal Funds:

"The OMB Circular A-133, Suspension and Debarment federal requirements prohibit the Harbor Department from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000."

Additionally, vendor agrees that its firm is not subject to debarment and suspension to any State, Local or Federal Government Agency.

ETHICS CLAUSE

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 Form 55 (provided in Appendix B) to the awarding authority at the same time the response is submitted. The form requires 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 a completed CEC Form 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.

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE): It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

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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, (213) 473-5901, 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.

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.

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 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 Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. 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.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders 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. Bidder 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 bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders 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. **PAYMENTS.** Payment terms are NET 30 days unless bidder 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.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

THE END

No. 285 Rev. 7/11-116