

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

BID NO. F-1270 Page 1  
Show this number on envelope

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: \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Printed Title \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Printed Title \_\_\_\_\_

(Approved Corporate Signature Methods) (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.

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 BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1270**

**SUBMIT BID TO :**  
Los Angeles Harbor Department  
Purchasing Office, 1st Floor  
500 Pier A Street  
Wilmington, CA 90744  
**OFFICE HOURS:**  
7:30 a.m. – 4:30 p.m.  
Monday through Friday (excluding Holidays)

**BID DUE BEFORE  
2:00 PM  
JANUARY 29, 2026**

MPT 12/16/25

**Buyer:** Michelle Davies, Senior Management Analyst (310) 732-3890  
**Email:** mdavies@portla.org

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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## FLEXSPEC X8000 SERIES CONTROL MODULE RADIATION DETECTION SYSTEM

ITEM	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
1	4	EA	<p><b><i>FlexSpec X8400 Maritime 4GN"(BTI" #350000062</i></b></p> <ul style="list-style-type: none"> <li>• (4) - FlexSpec X8000 Series control module "BTI" #101791500.</li> <li>• (16)- FlexSpec X8400 Gamma Neutron Module "BTI" #101791503</li> <li>• (4) – Power supply 100/240VAC TO 24VDC adaptor, 5P "BTI" #101791531.</li> <li>• (4) – Cable – AC power, 18/3AWG 6', NEMA 5-15P, IEC-320-C13 (NA) "BTI" #113170010.</li> <li>• (4) – Cable – DC power, Vehicle/Vessel to FlexSpec, 5P "BTI" #101791532.</li> <li>• (4) - FlexSpec X8000 - GPS Receiver "BTI" #103791520..</li> <li>• (4) – Remote switch – for X8000 series systems "BTI" #101791526.</li> </ul> <p style="text-align: center;"><b>(Continued on next page)</b></p>	\$ -----	\$ -----

REQ. NO.: 17056  
NOTIFY:  
PAGE 2

STATE TIME OF DELIVERY: \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER  
TERMS \_\_\_\_\_ % DISCOUNT FOR PAYMENT WITHIN \_\_\_\_\_ DAYS.  
BIDDER MUST SIGN THIS BID ON PAGE 1

# FORMAL REQUEST FOR BID

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HARBOR DEPARTMENT**

**BID NO. F-1270**  
(SHOW THIS NUMBER ON ENVELOPE)

			<ul style="list-style-type: none"> <li>• (4) – Remote switch – accessory kit – for X8000 series systems "BTI" #101791527.</li> </ul>		
			<ul style="list-style-type: none"> <li>• (4) – Computer – ruggedized 2-in 1 toughbook CF33.BTI" #115200052</li> <li>• (4) – FlexSpec Maritime – mounting and installation kit. "BTI" #101791105</li> <li>• (4) – Automotive – DC to DC converter for computer. "BTI" #115200024</li> <li>• (4) – Transport case, FlexSpec X8400,2 DM &amp; PC iM2975) (iM2975) with foam. BTI" #101240070</li> <li>• (4) – Transport case, FlexSpec X8400,2 DM &amp; CM (iM2975) (iM2975) with foam. BTI" #101240071</li> <li>• (4) – Software FlexSpec mobile installed on laptop computer "BTI" #101791098.</li> <li>• (4) – Manual - FlexSpec mobile "BTI"101791099.</li> </ul>		
2	2	EA	FlexSpec X8400 Installation Kit (transferrable vehicle). "BIT" #101791519	\$ -----	\$ -----
3	1	EA	Training, at customer facility.1-day onsite, up to 20 students, classroom and hands-on-training. "BIT" #400004007..	\$ -----	\$ -----
4	4	EA	Onsite installation and Commissioning, Assumes single trip to perform installation of each system at one location. Commissioning includes verification of system	\$ -----	\$ -----

## FORMAL REQUEST FOR BID

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			functionality and configuration of any parameters required to meet customer application :BIT" #400004009.		
5	4	EA	Total coverage period: 5-years (1-year standard warranty plus 4 year service contract). Coverage includes parts and labor for repair and maintenance resulting from normal wear and tear. If an issue cannot be resolved remotely, BTI or/Awardee will dispatch a technician to the customer site for diagnosis or repair. Alternately, BTI or/Awardee vendor may issue a Return Material Authorization (RMA) for components requiring service. All freight, duties and taxes related to eligible RMAs or supply of components required for repairs shall be included during the coverage period. "BTI" #400003500.	\$ -----	\$ -----
6	1	EA	Shipping and Handling, shall include all applicable duties, customs fees and taxes for import. "BTI"#400000001.	\$ -----	\$ -----

**CONTIUNED ON NEXT PAGE**

7	1	EA	Insurance BTI #400000002	\$ -----	\$ -----
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**RADIATION DETECTION SYSTEM REQUIREMENTS: - ATTACHMENT – "A"**

**LOCAL BUSINESS PREFERENCE PROGRAM : - ATTACHMENT – "B"**

**ETHICS: FORMS CEC 50 AND CEC 55 - ATTACHMENT – "C"**

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 **ETHICS** contributions and fundraising.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1270**  
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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](http://ethics.lacity.org).

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

## **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.

**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](http://www.portoflosangeles.org) and the Los Angeles Business Assistance Virtual Network website – [www.rampla.org](http://www.rampla.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.

## **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.

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1270**  
(SHOW THIS NUMBER ON ENVELOPE)

**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: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

24 Hour Contact No.: \_\_\_\_\_

**AUTHORIZED DISTRIBUTOR/DEALER**

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

Yes: \_\_\_\_\_       No\*: \_\_\_\_\_       Mfr.: \_\_\_\_\_

\*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 items furnished shall be new and unused.

**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):

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1270**  
(SHOW THIS NUMBER ON ENVELOPE)

**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, the bidder 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.

**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.

**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.

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

**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.**

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
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**BID NO. F-1270**  
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**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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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.

**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.

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**RADIATION DETECTION SYSTEM REQUIREMENTS**  
**(ATTACHMENT – A)**

**MOBILE, MARITIME, AIRBORNE, FIXED-SITE  
RADIATION DETECTION SYSTEM REQUIREMENTS  
(09-July-2025)**

**Hardware Requirements**

- 1) The radiation detection system shall perform gamma detection, fully spectroscopic isotope identification, and neutron counting.
- 2) The system shall include a minimum of 4 spectroscopic gamma/neutron detector modules and be expandable to at least 10 spectroscopic gamma/neutron detector modules. The system shall be capable of supporting different types and sizes of detectors, to provide versatility in detector configurations and to support potential future upgrades.
- 3) The system shall support Mobile, Maritime, Fixed-Site, and Airborne configurations using the same detector modules and control module. Mobile systems shall be configurable for large and small land vehicles.
- 4) It shall be possible to mount the detector modules on tripods.
- 5) Mobile systems shall be configured with at least 2 gamma/neutron detector modules on each side of the vehicle to provide left versus right directionality information.
- 6) Each gamma detector shall be sodium iodide (NaI), with a minimum crystal size of 2" × 4" × 16" and an energy resolution better than 8% at 662 keV.
- 7) The gamma detectors shall provide spectra with 2048 channels and an energy range of at least 20 keV to 3000 keV.
- 8) The neutron detectors shall be based on lithium-6 and shall not contain helium-3 gas.
- 9) Each gamma/neutron detector module shall be no larger than 8" × 8" × 24".
- 10) Each gamma/neutron detector module shall be housed in an IP66, machined aluminum case, providing low attenuation of gamma radiation, ruggedness, and EMI/RFI protection.
- 11) The system shall be modular for versatility in configuration and ease of servicing.
- 12) Each gamma/neutron detector module shall be connected to the control module using Power over Ethernet to maximize flexibility in system configuration.
- 13) Each gamma/neutron detector module shall use IP66 (or better) connectors to connect to the control module.
- 14) The system shall be easily transferrable from one vehicle to another. No subassembly shall weigh more than 50 lb. Each subassembly shall be easy to disconnect, transfer, and reconnect.

- 15) The detector modules shall be fitted with tie-down points to secure in a vehicle.
- 16) The total system weight for a system with 4 detector modules, excluding vehicle-specific mounting hardware, shall not exceed 250 lb.
- 17) The system shall have an operating temperature range of at least -22° F to +131° F (-30°C to +55°C).
- 18) The system shall be capable of operating on all of the following power sources: lithium-ion batteries (to be supplied with the system); vehicle power (with a range of at least 12 to 30 VDC); and 115 VAC.
- 19) The system shall include an easily-accessible system power switch in the passenger compartment of the vehicle.
- 20) The system shall include GPS tagging of radiation data.
- 21) The system shall include a ruggedized laptop or tablet for operation of the system, where the user can select whether to connect to the detection system using a wired or wireless connection. The system shall be operable with wireless radios disabled.
- 22) The system shall include an integrated Wi-Fi capability to allow additional authorized users to connect to the system through web-enabled portable devices (e.g., smartphones) in order to monitor and operate the system from outside the vehicle.
- 23) The system shall support data transfer to reachback centers using an integrated cellular connection.
- 24) The system shall be supplied with a user manual, which clearly describes the operation of the system.
- 25) The system shall include the option of integrating cameras. For Mobile (vehicle-based) configurations, images and/or videos shall be included with the alarm data. For Fixed-Site configurations, the cameras shall be used in vehicle occupancy sensing.
- 26) The control module shall include Li-ion batteries that power the system (with 4 detector modules) for at least 2 hours. An optional external battery pack shall be available that provides power to the system for at least 8 hours.

### **Software Requirements**

- 27) The software shall operate on the Windows 10 or 11 operating system.
- 28) The software shall perform automatic, spectroscopic isotope identification using an isotope library that contains, at a minimum, all isotopes listed in Table 6 of the ANSI/IEEE N42.43-2021 standard. The identification of additional isotopes is an asset.

- 29) The software shall permit customization of the isotope library by authorized users using a Microsoft Excel interface, including enabling or disabling isotopes, assigning alarm categories, adding new isotopes, and modifying alarm criteria for any particular isotope.
- 30) The software shall categorize any alarms as "Threat", "Suspect", "Industrial", "Medical", or "NORM" (naturally occurring radioactive material).
- 31) The software shall perform energy calibration automatically and continuously, with no radioactive check sources required.
- 32) ~~The software shall automatically update the background gamma and neutron levels in real time to reflect changes in the environment, while including provisions to prevent contamination of the background due to the presence of radioactive sources.~~
- 33) The software shall include both continuous and manual modes of operation. Continuous mode shall allow the system to constantly scan its surroundings, analyzing data on a regular interval and immediately providing detection/identification alarms. Manual mode shall allow the user to manually start and stop data collection and shall have a long-dwell option to allow the user to scan for a user-defined length of time, after which the collected data will be aggregated and analyzed.
- 34) The software shall include a real-time mapping capability, which: displays a map of the system's current location and direction based on GPS data; overlays radiation data on the map; indicates the location of alarms; enables comparison of previously-saved radiation levels along a route with current radiation levels; and allows the user to mark points of interest with user-entered descriptions.
- 35) The software shall allow data to be easily downloaded to a USB memory device.
- 36) The software shall output data in ANSI/IEEE N42.42 (2020)-compliant format.
- 37) The software shall allow the user to configure the number of detector modules connected to the system and to assign their location in the system.
- 38) The user interface shall be intuitive, easy to read, suitable for use by a law enforcement officer or other designated first responder, and designed for low operator visibility during night-time operations.
- 39) The Mobile user interface shall provide left- and right-side histograms, showing gamma and neutron count rates in real time. The Fixed-Site user interface shall provide information on the height of the source relative to the detectors.
- 40) The Mobile user interface shall provide left- and right-side dose rate information in real time.
- 41) The user interface shall include the option to view different plot types, including histograms, spectra, and waterfall plots.

- 42) The user interface shall provide a clear visual indication when an alarm occurs, which includes the alarm category, left or right-side directional information, isotope identification (if known), and shall allow the user to acknowledge the alarm.
- 43) The user interface shall allow the user to view a gamma spectrum associated with an alarm.
- 44) The user interface shall include a searchable alarm table that allows the user to search previous alarms by isotope, alarm category, left or right side, date and time, and confidence level.
- 45) The software shall provide audible alarms, announcing the location of the alarm (left or right side), the alarm category, and the isotope identification (if known). Audible alarms shall be user-selectable between civilian and military audio. The audible alarms shall also have an option to be muted.
- 46) The software shall include system health indicators to indicate if the system is fully functional or experiencing any health errors, and also indicating whether a GPS signal is available at the current location.
- 47) The software shall include a help screen, which provides the user with system help information and allows the user to submit a technical support request to the Vendor using the cellular connection.
- 48) The software shall facilitate reachback activities, including auto-population of alarm information into a reachback form, to reduce the burden on the user.
- 49) The software shall support the ability for the Vendor to remotely access the system, with user consent, in order to provide technical support when requested.
- 50) The system shall be capable of supporting remote firmware and software upgrades. The system software shall be easy to re-install and/or upgrade through the use of a software installer tool (e.g., installation wizard).
- 51) The software shall enable multiple systems to be wirelessly linked to operate as a single system with improved detection sensitivity.
- 52) The user interface shall have a dose-rate display option suitable for operators with little PRND experience, which provides only dose rates and neutron counts.
- 53) The system shall be able to stream wirelessly to RadResponder, DOE SMC (AVID), and SIGMA DTECT.
- 54) The software shall allow for platform configuration changes on the user interface when end users switch platforms from Mobile, Maritime, Fixed-Site, or Airborne applications.
- 55) The software shall allow for customizable detector configurations using the user interface's detector configuration screen.

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**LOCAL BUSINESS PREFERENCE PROGRAM**  
**(ATTACHMENT – B)**

## **LOCAL BUSINESS PREFERENCE PROGRAM**

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of \$150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. The actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Vendor shall complete, sign, notarize and submit the attached Affidavit. The Affidavit will signify the LBE status of the Vendor.

In the event of Vendor's noncompliance during the performance of the Contract, Vendor shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Vendor until noncompliance is corrected, and assess the costs of City's audit of books and records of Vendor. In the event the Vendor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Vendor from participation in City contracts for a period of up to five (5) years.

# AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of

---

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

**Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**ETHICS – FORMS CEC 50 AND 55**  
**(ATTACHMENT – C)**

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 RAMP)	Awarding Authority (Department awarding the contract)	
Bidder Name		
Address		
Email Address	Phone Number	

## 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Form 55 Instructions



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## INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

## CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

[ethics.commission@lacity.org](mailto:ethics.commission@lacity.org)

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street  
City Hall 24th Floor, Suite 2410  
Los Angeles CA 90012

[ethics.lacity.org](http://ethics.lacity.org)

## BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#) apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

## PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

### A. ORIGINAL OR AMENDED FILING

#### ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

#### AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

**Example 1:** *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

**Example 2:** *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

### B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, RAMP ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

### C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

## D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

## E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

## F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

**Remember to amend your Form 55 to keep this information current.**

## G. SCHEDULE SUMMARY

---

### ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

**Example 1:** You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the “Yes” box and disclose ABC, Inc.’s principals on attached Schedule A pages.

**Example 2:** You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the “Yes” box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the “Yes” box and attach Schedule A pages to the cover page.

**Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.**

---

## ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box (“Yes” or “No”).

**Example 1:** Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the “Yes” box and attach Schedule B pages to disclose XYZ Corporation and its principals.

**Example 2:** Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the “No” box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

**Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.**

---

## ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

## H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#);
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

## PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of “principal”, see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

***Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.***

## PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of “principal”, see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

***Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.***

# 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 RAMP): \_\_\_\_\_ Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
\_\_\_\_\_

Awarding Authority (Department awarding the contract): \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Bidder Email Address: \_\_\_\_\_ Bidder Phone Number: \_\_\_\_\_

## Schedule Summary

Please complete all three of the following:

- |   |  |   |
|---|--|---|
| <p><b>1. SCHEDULE A – Bidder's Principals</b> <i>(check one)</i></p> <p>The bidder has one or more <b>PRINCIPALS</b>, as defined in LAMC § 49.7.35(A)(6).<br/>At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i></p> | <p><b>Yes</b></p> <input type="checkbox"/> | <p><b>No</b></p> <input type="checkbox"/> |
| <p><b>2. SCHEDULE B – Subcontractors and Their Principals</b> <i>(check one)</i></p> <p>The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i></p>    | <p><b>Yes</b></p> <input type="checkbox"/> | <p><b>No</b></p> <input type="checkbox"/> |
| <p><b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): _____</p>   |  |   |

## 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 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: _____	

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
Subcontractor's Address

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: _____

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.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1270**  
(SHOW THIS NUMBER ON ENVELOPE)

## GENERAL CONDITIONS READ CAREFULLY

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.

- CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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-1270**  
(SHOW THIS NUMBER ON ENVELOPE)

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 30<sup>th</sup> 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

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1270**  
(SHOW THIS NUMBER ON ENVELOPE)

## 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.
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

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1270**  
(SHOW THIS NUMBER ON ENVELOPE)

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.
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 30<sup>th</sup> 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