

500 Pier "A" Street
Berth 161
Wilmington, CA 90744

Show this number on envelope

Contract No. 39790

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the General 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: EL SEGUNDO CALIFORNIA ON THE 23 DAY OF MAY, 2016
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name F.S.O.C LLC
Phone 310-616-6184 Fax 310-640-6899
Address 803 EUCALYPTUS DR EL SEGUNDO CA 90245
Street City State Zip

Signature [Signature] Printed Name DAVID PASSARELL Printed Title OWNER

Signature [Signature] Printed Name Lisa Klingenberg Printed Title Assistant Treasurer

(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 _____, 201_

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

Approved as to form and legality
June 27, 2016

City Attorney
BY [Signature]
Deputy

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-947

SUBMIT BID TO :

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

**BID DUE BEFORE
2:00 P.M.
MAY 24, 2016**

Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890

**BIDS WILL BE PUBLICLY
OPENED**

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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The items below are for the maritime environments and shall include the following:

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	115	EA	VEST , tactical ballistic, maritime assault plate carrier swimmer cut, FRONT ONLY , 6/12™, tubes™, Color: Black, Size: Medium/Large. "FirstSpear" #500-12-00044-5001-52.	\$ <u>960.89</u>	\$ <u>110,502.³⁵</u>
2.	115	EA	VEST , tactical ballistic, maritime assault plate carrier swimmer cut, BACK ONLY , 6/12™, tubes™, Color: Black, Size: Medium/Large. "FirstSpear" #500-12-00077-5001-52. INCLUDED		
3.	115	EA	BELLY BAND , tactical ballistic, low pro, two-inch tubes™ (Maritime/Assaulters/Amphibian), Color: Black, Size: One size fits all. "FirstSpear" #500-15-00163-0001-00. INCLUDED		
4.	115	EA	SHOULDER SLEEVE , tactical ballistic, low pro, (Maritime/Assaulters/Amphibian), Color: Black, Size: One size fits all. "FirstSpear" #500-15-00178-9001-00. INCLUDED		

REQ. NO.: 29881
NOTIFY: J. Marcelo
05/10/2016 MD: jv

STATE TIME OF DELIVERY: 12 to 14 ^{weeks} DAYS AFTER RECEIPT OF ORDER
TERMS: _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

BID DUE BEFORE 2:00 PM ON: MAY 24, 2016

5. 115 EA

BUOYANCY COMPENSATORS, w/18" hose, swimmer cut, front & back, covert, bladder.
Color: Black, Size: Large.
"FirstSpear" #500-15-00183-0001-04. **INCLUDED**

6. 3 EA

FLOTATION CUMMERBUND, maritime, Trelleborg, 500D, 6/12™, tubes™, hook/loop,
attachment. Color: Black, Size: Medium.
"FirstSpear" #500-15-00180-5001-03. **INCLUDED**

7. 17 EA

FLOTATION CUMMERBUND, maritime, Trelleborg, 500D, 6/12™, tubes™, hook/loop,
attachment. Color: Black, Size: Large.
"FirstSpear" #500-15-00180-5001-04. **INCLUDED**

8. 67 EA

FLOTATION CUMMERBUND, maritime, Trelleborg, 500D, 6/12™, tubes™, hook/loop,
attachment. Color: Black, Size: X-Large.
"FirstSpear" #500-15-00180-5001-05. **INCLUDED**

9. 28 EA

FLOTATION CUMMERBUND, maritime, Trelleborg, 500D, 6/12™, tubes™, hook/loop,
attachment. Color: Black, Size: 2X-Large.
"FirstSpear" #500-15-00180-5001-06 (*Legacy FG*). **INCLUDED**

10. 115 EA

SHOULDER STRAP, low profile, (maritime/assaulters/amphibian, hypalon. Color: Black,
Size: Medium/X-Large.
"FirstSpear" #500-15-00206-9001-52. **INCLUDED**

BID DUE BEFORE 2:00 PM ON: MAY 24, 2016

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
11.	115	EA	PATCH HOLDER, panel, 3" x 9", 6/12™ "FirstSpear" #500-15-00139-5001-00.	\$ <u>12.13</u>	\$ <u>1,463.95</u>
12.	14	EA	RAID NIJ, 06 level III + SA (D1557), LE Shooter 8 x 10 "FirstSpear" #500-17-50303-000-02.	\$ <u>470.00</u>	\$ <u>6,580.00</u>
13.	216	EA	RAID NIJ, 06 level III + SA (D1557), LE Shooter 10 x 12 "FirstSpear" #500-17-50303-000-02.	\$ <u>470.00</u>	\$ <u>101,520.00</u>
14.	1	LOT	SHIPPING, for a lump sum price of:		\$ <u>1,800.00</u>

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 (Attached) 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.

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

BID DUE BEFORE 2:00 PM ON: MAY 24, 2016

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. 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, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder 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 Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

ADDITIONAL QUANTITIES. The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: 1-31-17.

AUTHORIZED DISTRIBUTOR/DEALER:

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

Yes: DP No: _____

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

BID DUE BEFORE 2:00 PM ON: MAY 24, 2016

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.

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, 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.

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:

5 years

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.

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

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.

BID DUE BEFORE 2:00 PM ON: MAY 24, 2016

COMPATIBILITY. The above item(s) shall match and inter-member with existing equipment now in use by the Department.

DELIVERY POINT. F.O.B. the Harbor Department, Port Police, 330 S. Centre Street, San Pedro, CA 90731.

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

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

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: SR SAS 102414270.

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

TAXPAYER IDENTIFICATION NUMBER (TIN). 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.

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.

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.

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.

BID DUE BEFORE 2:00 PM ON: MAY 24, 2016

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.

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.

SUPPLIER CONTACT INFORMATION:

Contact Person: DAVID PASSARELL

Title: OWNER

Telephone No.: 310-616-6184

Fax No.: 310-640-6899

E-Mail Address: fsoc11c@gmail.com

24 Hour Contact No.: 310-616-6184

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.

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment

BID DUE BEFORE 2:00 PM ON: MAY 24, 2016

and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

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

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

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:

BID DUE BEFORE 2:00 PM ON: MAY 24, 2016

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.

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.
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.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.

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.
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.

13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
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.

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.
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.

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.
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.

16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
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.

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.
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.

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.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

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.

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.

BID DUE BEFORE 2:00 PM ON: MAY 24, 2016

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

**ETHICS - CEC FORM 55
(ATTACHED)**



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

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.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):

CONTRACT NO. 39790

Date Bid Submitted:

5-24-2010

Description of Contract (title of RFP and services to be provided):

F-947-VEST, TACTICAL BALLISTIC MARITIME ASSAULT PLATE

City Department Awarding the Contract:

HARBOR DEPARTMENT, PORT OF LOS ANGELES

BIDDER INFORMATION

Name: F.S.O.C. LLC / DAVE PASSARELL

Address: 803 EUCALYPTUS DR, EL SEGUNDO, CA 90245

Email: fsocllc@gmail.com Phone: 310-616-6184

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- The bidder is the individual listed above and has no other principals (Schedule A is not required).
- The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 5-28-10

Signature: David Passarell

Name: DAVID PASSARELL

Title: OWNER



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of 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.

Check this box if additional Schedule A pages are attached.

Name: DAVID PASSARELL Title: OWNER
Address: 803 EUCALYPTUS DR EL SEGUNDO, CA 90245

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
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Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____



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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 that threshold.

Subcontractor: N/A
 Address: _____

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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.

Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

**LOCAL BUSINESS PREFERENCE - AFFIDAVIT
(ATTACHED)**

"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

F.S.O.C.L.L.C

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:

David Passarell

Title:

OWNER

Printed Name:

DAVID PASSARELL

Date Signed:

5-18-16

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 Los Angeles

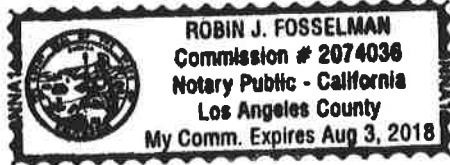
On May 18, 2016 before me, Robin J. Fosselman, Notary Public
(Insert name and title of the officer)

personally appeared David Passarell
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 Robin J. Fosselman (Seal)



Contractor Description Form

PRIME CONTRACTOR:

Contract Title: F-947-VEST, TACTICAL BALLISTIC, MARITIME ASSAULT PLATE
Business Name: F.S.O.C. LLC Award Total: \$ 221,866.30
Local Business Enterprise: YES NO (Check only one)
Address: 803 EUCALYPTUS DR
City/State/Zip: EL SEBUNDO, CA 90245
County: LOS ANGELES
Telephone: (310) 616 6184 FAX: (310) 640 6899
Contact Person/Title: DAVE PASSARELL
Email Address: fsoc1c@gmail.com

SUBCONTRACTOR:N/A

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
County: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
County: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
County: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
County: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____



CITY OF LOS ANGELES
 Office of Finance
 P.O. Box 53200
 Los Angeles CA 90053-0200

FSOC LLC

803 EUCALYPTUS DRIVE
 EL SEGUNDO, CA 90245-2307

803 EUCALYPTUS DRIVE
 EL SEGUNDO, CA 90245-2307

**THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS
 CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
 THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
 BUSINESS TAX**

ISSUED: 05/16/2016

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002835912-0002-1	LGR1	GrossReceiptFund/Class1 Ord 183419	05/16/2016	Active

ISSUED TO

FSOC LLC
 803 EUCALYPTUS DRIVE
 EL SEGUNDO, CA 90245-2307
 803 EUCALYPTUS DRIVE
 EL SEGUNDO, CA 90245-2307

COPY

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
 NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:

 DIRECTOR OF FINANCE

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS- Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200
 IMPORTANT - READ REVERSE SIDE

PLEASE READ ALL INFORMATION CAREFULLY

Sections 21.08(b) / 21.7.6(4) Los Angeles Municipal Code

This business tax registration certificate (and/or) Transient Occupancy Registration Certificate signifies that the person named on the certificate hereof has fulfilled the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code (and/or) the Uniform Transient Occupancy Tax Ordinance, by registering with the Director of Finance for the purpose of paying business tax for the classification of business for which this certificate is issued (and/or) collecting from transients the Transient Occupancy Tax and remitting said tax to the Director of Finance. This certificate does not authorize the person to conduct any unlawful business or to conduct any lawful business in an illegal (or) unlawful manner or to conduct within the City of Los Angeles the business for which this certificate has been issued, nor to operate a hotel, without strictly complying with all the provisions of the ordinances of said City (or) all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of the City. **THIS BUSINESS TAX REGISTRATION CERTIFICATE (AND/OR) CERTIFICATE DOES NOT CONSTITUTE A PERMIT.** Any failure to comply with the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code shall constitute grounds for suspension of this certificate."

This certificate is void upon any change of ownership or location. Annual taxes are due and payable January 1st each year and delinquent if not paid on or before the last day of February each year. Quarterly taxes are due and payable on the first day of January, April, July, and October of each year, and delinquent if not paid on or before the last day of the month due.

STATE BOARD OF EQUALIZATION NOTICE

Sales and use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.