

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

BID NO. F-1108 Page 1  
Show this number on envelope

Contract No. 39950

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: Diamond Bar, CA ON THE 26 DAY OF May, 2021  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Granbar  
Phone 909-451-4303 Fax \_\_\_\_\_  
Address 1370 VALLEY VISTA DR SUITE 100, Diamond Bar, CA 91765  
Street City State Zip  
Signature [Signature] Printed Name Michael Schneewers Printed Title Manager Industrial Business

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Printed Title \_\_\_\_\_ (AFFIX CORPORATE SEAL HERE)

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

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

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

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2021 Notary Seal _____ Signature _____	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department Date _____	Approved as to form and legality <u>[Signature]</u> , 2021 City Attorney BY <u>[Signature]</u> Deputy
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# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1108**

**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  
11:00 A.M.  
May 26, 2021**

**Buyer: J. Benitez, Procurement Supervisor**  
**Email: jbenitez@portla.org**

**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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**SQUARE D RETROFIT KIT- BERTH 300 CRANE SWITCHGEAR MODERNIZATION**

PRICE TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX.

1	12 ea	Square D Retrofit Kit: Each Kit/ Module components (as indicated in Kit No. SR# 1269413)  State manufacturer* and mfr. 's part # below, if different from above:  _____	\$ 694,603.17	\$ 694,603.17
2	1 ea	<i>UL Field Evaluation for UL Labeling QA - Square D</i>  State manufacturer* and mfr. 's part # below, if different from above:  _____	\$ 22,410.58	\$ 22,410.58
3	2 ea	Breaker – Rated VR Type Square D Vacuum Break and Tie Breakers in MS1B#  State manufacturer* and mfr. 's part # below, if different from above:  _____	\$ 102,185.82	\$ 102,188.82

REQ. NO.: E-21-0618  
NOTIFY: George Basha  
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

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1108**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 11:00 AM ON: Wednesday, May 26, 2021**

4	1 ea	Relay – Square D Sepam S42 Relays & Accessories #MS1A#  State manufacturer* and mfr. 's part # below, if different from above:  _____	\$  19,496.19	\$  19,496.19
5	1 ea	Accessories for Main Breaker Square D ION9000T and Accessories for T  State manufacturer* and mfr. 's part # below, if different from above:  _____	\$  23,865.71	\$  23,865.71

### BIDDER'S INSTRUCTIONS

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

It shall be the bidder's responsibility to provide one (1) original and one (1) copy of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms. The original must have wet signatures and a corporate seal, if applicable.

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.labavn.org](http://www.labavn.org). It is the responsibility of the bidder to be aware of and respond to any such addendums(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

### **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-1108

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BID DUE BEFORE 11:00 AM ON: Wednesday, May 26, 2021

**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: Joe Estrada

Title: Sales Representative

Telephone No.: 909-451-4303

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

E-Mail Address: joe.estrada@graybar.com

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

## CONTRACTUAL TERMS

### AUTHORIZED DISTRIBUTOR/DEALER

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

Yes:        No\*: \_\_\_\_\_

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

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

### “OR EQUAL”

Whenever a particular product or brand name is specified, it shall be deemed to be followed by the words “or equal”.

**NOTIFICATION.** The vendor shall notify George Basha, Construction and Maintenance Division of the Los Angeles Harbor Department, at (310) 732-7646, not less than three (3) days in advance that the material/equipment is ready for delivery.

## MATERIALS, EQUIPMENT, AND SERVICE

### NEW AND UNUSED

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

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

\_\_\_\_\_.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1108

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**BID DUE BEFORE 11:00 AM ON: Wednesday, May 26, 2021**

**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.

**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.

**SITE MAINTENANCE & CLEAN-UP.** Vendor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Vendor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

**CARE & CUSTODY.** The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his/her possession or the possession of any of his/her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his/her possession or the possession of any of his/her agents.

## **DELIVERY**

**DELIVERY.** Delivery is desired within ten (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.

**If F.O.B. POINT is DESTINATION,** the following shall apply:

**DELIVERY POINT:** Prices to include all delivery charges, F.O.B. the Harbor Department, Construction Division, 425 S. Palos Verdes Street, San Pedro, CA 90731-3309, or as directed by Harbor Department personnel.

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# FORMAL REQUEST FOR BID

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CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1108**  
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If **F.O.B. POINT is ORIGIN**, the following shall apply:

**SHIPPING CHARGES:** Shipping or delivery charges to be prepaid and added to invoice. Ship cheapest way, unless otherwise specified, for goods to arrive within the time requested. Freight bill must be included with invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON PURCHASE ORDER.

## BERTH 300 CRANE SWITCHGEAR MODERNIZATION

### FINANCIALS

#### BILLING DISCOUNT TERMS

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

#### SALES TAX

Do not include sales tax in your bid. Sales tax will be added at time of order.

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

Permit Number: 98-001821

**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.**

**VENDOR PAYMENT.** Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. Please provide a copy of your firm's IRS Form W-9 with your bid. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

COMPANY: Graybar

REMIT TO: File 57071

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

Los Angeles, CA 90074-7071

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

### GENERAL RULES AND REGULATIONS

**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

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# FORMAL REQUEST FOR BID

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**BID NO. F-1108**

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requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

BTRC/BTRC Exemption Number: \_\_\_\_\_.

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

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

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

**ETHICS.**

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

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

**INDEMNITY.** Contractor shall save, keep, bear harmless and fully defend and indemnify the City of Los Angeles, the Harbor Department, and all boards, officers, employees, agents or other authorized representatives thereof, from all liability, damages, costs or expenses in law or equity claimed by anyone for bodily injury or death, or damage to property arising out of the performance by Contractor of its obligations hereunder, whether liability is attributable solely to Contractor or to a combination of Contractor and City.

**BID RECAP.** Within ten (10) business days of the Bid Due Date, a summary of the bids received by the Los Angeles Harbor Department in response to Request for Bid F-1108 will be posted at the following URL:  
<https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>

END

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1108

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 11:00 AM ON: Wednesday, May 26, 2021**

## 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 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