

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

Show this number on envelope

Purchase Order No.: _____
 (internal use only)

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 reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the Contractor will be notified as to which provision, or option, is Being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: _____ ON THE _____ DAY OF _____, 2025
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name _____
 Phone _____ Email _____
 Address _____
Street City State Zip

Signature _____ Printed Name _____ Printed Title _____

Signature _____ Printed Name _____ Printed Title _____

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

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

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

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 BIDS

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1262

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.**

**TUESDAY
DECEMBER 2, 2025**

Buyer: Danielle Nappi, Procurement Analyst **Email:** dnappi@portla.org

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.

****DESIGN, CONSTRUCT AND DELIVER FOUR (4) MONOHULL FOAM COLLAR FULL-CABIN OUTBOARD MOTOR POWERBOAT VESSELS****

Bids are requested for the one-time purchase requirements of the Los Angeles Harbor Department ("Department" or "City") for four (4) "Monohull Foam Collar Full-Cabin Outboard Motor Powerboats" to be furnished and delivered as may be required from the effective date of the purchase agreement.

PRICES TO INCLUDE ALL DELIVERY CHARGES AND FEES, EXCLUDING SALES TAX, UNLESS OTHERWISE QUOTED.

****THIS SECTION INTENTIONALLY LEFT BLANK****

REQ. NO.: REQ17094
NOTIFY: G. Cummings
PAGE 2
11.13.2025 DMN

STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS
DISCOUNT FOR PAYMENT WITHIN _____ DAYS.

BIDDER MUST SIGN THIS BID ON PAGE 1 – WET SIGNATURES REQUIRED

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LINE ITEMS

Line	Description	Quantity	Unit Price	Ext. Price
1	<p>SAFE 33 Full Cabin. <u>SAFE 33 Full Cabin Specifications:</u> Length Overall (LOA): 35'-4" / 10.8m Beam Overall (BOA): 1 0' / 3.1 m Deadrise at Transom: 25 Degrees Draft (Engine Trimmed Up): 20 / 0.50m Max HP: 1200 Top Speed (Knots): 58 Max Range (NM): 270 with 10% reserve Fuel Cap (gal): 300 Light Ship Weight (lbs): 12,500 Operational Weight (lbs): 14,330 Maximum Payload (lbs): 3,800 Weight on Trailer (lbs): 17,730 Length on Trailer - Road Transport (Feet): 46'-4" Height on Trailer - Road Transport (Feet): 11 '-6" HULL AND DECK -5/16" - 5086 bottom plate with SAFE Boats exclusive stringer system with angled transverse framing -Pressure tested air tight hull -Reinforced keel beaching plate -Stepped transom with speed shoe in bottom plate -Performance wings below collars for increased lift and stabilization while maneuvering -Fully welded performance lifting strakes -Self bailing decks with high volume scupper drains -Forward cockpit with self draining decks -Bow storage/anchor locker with aft facing door -Dual aft rigging locker system with topside access -Transom inspection hatch -Sacrificial hull anode(s) SUPER STRUCTURE -Cabin with aft, port and starboard weather tight doors -Cuddy with bench seating -Weather tight cuddy access hatch -Sliding side aft windows -Overhead spotter windows (tinted) -Safety glass used in all windows -Overhead cuddy ceiling hatch</p>	4		

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	<ul style="list-style-type: none"> -Swing down radar pod -Safety hand/grab rail system with black rubberized rail wrap CONSOLE & DASH -Starboard side helm -OHIP - Over Head Instrument Panel SEATING, SEAT STORAGE & UPHOLSTERY -Positions 1 and 2 - Bentley shock mitigating seats with seat belts, fore/aft and height adjustments -Positions 3 and 4 - Bentley shock mitigating seats with seat belts fore/aft and height adjustments -Port and starboard aft jump seat/storage boxes with upholstered cushions -Port and starboard cuddy benches with upholstered cushions COLLAR SYSTEM -Patented 100% foam SAFE XDR-1 Extreme Duty Reinforced Collar System with black rubstrake -Available collar colors include: black, blue, gray, orange, green, red COATINGS, COVERINGS & LETTERING -Black non-skid decks and gunnels -Black rubberized dash skid -Marine grade carpet and insulation -Upholstered headliner 			
2	Reinforced Push Knees. SBI Fabricated Reinforced Push Knees On Metal Bow with 4" D rubber. Includes all Necessary Hardware and Installation.	4		
3	Upgrade to Stacked Forward Bow Storage/Anchor Lockers with Topside Access on SAFE 1 0' Wide. Includes: Upgrade from Standard Forward Bow Storage Anchor Locker with Vertical Locker Door to Stacked Forward Bow Storage/Anchor Lockers with Topside Access, Necessary Hardware and Installation.	4		
4	Fritted Window Package on SAFE Large FC. Includes: (1) Fritted Window Package, Necessary Hardware and Installation.	4		
5	Add Custom SBI Fabricated Aft Cabin Workstation w/ (1) Chart Light & (1) 110VAC Outlet on SAFE FC. Includes: Modifications to Seat Box to Accommodate (1) aft Cabin	4		

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	Workstation, (1) LED Chart Light, (1) 110VAC Outlet, Necessary Hardware and Installation.			
6	Allsalt Adjustable Footrest w/ 20" Tread, 6" Height Adjustment, 0 Deg Incline Mounted. Includes: (1) Allsalt Footrests with 20" Tread, 6" Height Adjustment and 0 Deg Incline Mounted, Necessary Hardware and Installation.	8		
7	Black Rub-Strake	4		
8	Collar Color Black	4		
9	SAFE 1 Offt Beam Boats Personnel Recovery Cutout. Personnel recovery collar cutouts. Facilitates PIW recovery. Includes removable port and starboard inserts for use underway.	4		
10	Black Rubberized Rail Wrap	4		
11	Black Rubberized Dash Skid	4		
12	Anti-Fouling Bottom Paint, Black, on SAFE 33 FC. Includes: Surface Preparation to Manufacturers Specifications and Black Sherwin Williams SeaVoyage (SeaGuard), Heavy Metal Free (HMF), Anti-fouling, Ablative Paint on All Wetted Surfaces Below Collar.	4		
13	Gray Paint-On Non-Skid Deck Coating on SAFE 33FC. Includes: Preparation of All Exterior Walking Surfaces and the Application of Paint-On Non-Skid Coating. Non-Skid Coating will Cover Horizontal Surfaces up to the Welds on Vertical Surfaces. Note: (No Patterns, Reveals or Radius Corners)	4		
14	Tow Spool w/ 300' Line, Hand Brake & Cover. Tow Line Storage Spool w/ Hand Brake Mounted on Aft Side of Radar Pod. Tow Spool will store 300' of 3/4 DBN Tow Line. Includes Tow Spool Cover, 300' of Line, Necessary Hardware and Installation.	4		
15	110VAC Shore Power Kit w/ Generator - 5 Battery System W/Chargers 11 0vac Shore Power Kit w/ Generator (for Triple Engines w/ Single House Battery). Kit Includes: 120vac 30amp Shore Inlet, Dual Source A/C Panel w/ Analog Volt Meter, GFCI Outlet w/ Cover, Isolation Transformer, 25' Shore Power Cord, and Two (2) Three (3) Bank Chargers, Condition, Maintain and Re-condition. Automatic Dockside Power Supply Mode for 12 Volt DC	4		

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	Lighting and Appliances.			
16	Kohler 6KW 6EKOD 60Hz Diesel Generator w/ 10 Gal Diesel Tank in Aft Lockers on SAFE 10 Wide. Includes: (1) Kohler 6KW 6EKOD 60Hz Diesel Generator Installed in Starboard Aft Locker on SAFE 10 Wide, 10 Gal Diesel Tank Installed in Port Aft Locker, Raw-Water High Speed Thru-Hull Pick-Up, Automatic Electric Ball-Valve w/ Dash Mounted Position Indicators, SBI Designed Air/Water Separating Reservoir with Overboard Vent, Stainless Steel Top Access Sea-Strainer, Aft Locker Mounted Flushing Port, Exhaust System w/ Water-Lock Muffler and Overboard Discharge, Compartment Inline Blower for Evacuating Gas Fumes Before Start-Up, Dedicated Starting Battery, AC Distribution Panel, Necessary Hardware and Installation.	4		
17	Upgrade to Dr LED "Kevin" 600+ Lumens LED Flood Lights. Upgrade From Standard SBI 55watt Halogen Flood Lights to Dr LED "Kevin" 8001344 600+ Lumens LED Flood Lights. Includes Necessary Hardware and Installation.	4		
18	ACR RCL-300A Search Light w/ Remote Point Pad. Includes: (1) ACR RCL-300A 12-24VDC 1,000,000 Candela Remote Control Searchlight with Single Remote Point Pad, Necessary Hardware and Installation	4		
19	Furuno Interface Converter NMEA2000-NMEA0183. Includes Necessary Hardware and Installation.	4		
20	Icom M510 EVO VHF/AIS Marine Transceiver, Integrated AIS w/ VHF/AIS Wide Band Antenna. Includes: (1) Icom IC-M51 O EVO VHF Marine Transceiver w/ Integrated AIS Receiver, (1) Flush Mount Kit, (1) VHF/AIS Marine Band Antenna , (1) Heavy Duty S/S Ratchet Mount, (1) External VHF Speaker.	4		
21	Whelen Loudhailer System. WPA112, WPA3, SA315. Includes WPA112 Amplifier, WPA3 Control Head w/ Head Phone Jack, Flush Mount Kit and SA315 Speaker. Includes Necessary Hardware and Installation.	4		
22	Install Customer Supplied Agency Radio & Antenna. Radio Make/Model TBD. Includes: Power from 12VDC Distribution Panel to Radio	4		

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	Mounting Location, Necessary Hardware and Installation of (1) Customer Supplied Radio and Antenna. -Agency Radio Components Not to Exceed (1) Radio Head with Mic, (1) Radio Body or Amp (if Separate from Radio Head), (1) External Radio Speaker, and (1) Antenna with Mount. -Does Not Include: Radio, Dash to Remote Mount Conversion Kit, Flush Mount Kit, Antenna, Mic, External VHF Speaker or Any Required Radio Harnesses.			
23	Video Splitter, FLIR M-Series Camera to Dual Furuno NavNet 30 Displays. Includes Necessary Hardware, Cables and Labor to Split FLIR M-Series Camera Video and Display on Dual Furuno NavNet 3D Displays.	4		
24	FLIR M364C Dual Payload Stabilized 640 Thermal 24 Deg FoV & HD Color Low-Light Camera w/o JCU. Includes: (1) FLIR E70518 M364C Dual Payload, Stabilized Thermal Camera (640 x 480, 30Hz, 24 Deg FoV) and Color Low Light Camera with Pan, Tilt and Electronic Zoom, (1) SBI Fabricated FLIR M300 Series Weld-On Riser Bracket Installed on Cabin Top, Necessary Hardware and Installation. FLIR Joystick Control Unit (JCU) Sold Separately.	4		
25	Furuno HUB102, 5-port Ethernet Hub. Includes: (1) FURUNO HUB102 5-port Ethernet Hub, for use with NavNet series MFD's.	4		
26	FLIR JCU-4 with PoE Injector Kit. Includes: (1) FUR JCU-4 Marine Joystick Control Unit, (1) Weather Cover, (1) 3M Right Angled RayNet to RJ45 Adapter Cable, (1) 3M Right Angled 3-Pin Power Cable, (1) 5-Port Ethernet Switch and (1) PoE 12 to 24 Volt Injector Kit which is included within the JCU-4.	4		
27	Furuno DRS4DNXT 24" 48NM Solid-State Doppler Radar for NavNet TZtouch & TZtouch2. Includes: (1) Furuno DRS4DNXT 24" Solid-State Doppler Radar with Target Analyzer and Fast Target Tracking for NavNet TZtouch and NavNet TZtouch2, (1) Furuno 001-376-480-00 Signal/Power Cable, 15M, Necessary Hardware and Installation.	4		
28	Furuno SCX20 Compact Dome Satellite	4		

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	Compass. Includes: (1) Furuno SCX20 Compact Dome Satellite Compass, (1.0 Heading Accuracy), NMEA2000 Certified, 12-24VDC, Necessary Hardware and Installation.			
29	Magnetic Mic Single Unit Conversion Kit. Includes: (1) Magnetic Mic MMSU-1 Single Unit Conversion Kit consisting of: (1) Magnetic Base, (1) Slotted Metal Disc Microphone Adapter for the Mic, Necessary Hardware and Installation.	8		
30	Furuno TZT13X Chart Plotter, 13" Hybrid Control IPS Display. Includes: (1) Furuno TZT13X NavNet TZtouchXL Chart Plotter, 13" Hybrid Control IPS Display FULL HD (1920x1080). Note: Transducers Sold Separate.	8		
31	FURUNO Paired Thru-Hull CHIRP Side-Scan Transducers for NavNet TZtouch3 and TZtouchXL. Includes: (1) Paired Stainless Steel Thru-Hull Side-Scan Transducers, (2) Anti-Rotation Hardware Mounting Kits, (2) Fairing Blocks. (1) 10 Meter Extension Cable.	4		
32	Whelen F4MBBBBP Mini Edge Freedom IV Super-LED 22" Lightbar, Blue. Whelen F4MBBBBP Mini Edge Freedom IV Super-LED 22" Lightbar, Blue, Mounted on Radar Arch Pod Face for Maximum 360 Degree Visibility. Includes Necessary Hardware and Installation.	4		
33	Qty 4 Whelen ION Series Brow Strobes - Blue SuperLED Universal Light / Brow Strobes with Black Housing Model #IONB - Color - Blue with Black Pedestal Mount #IONPEDB . Installed Qty 2 Forward, and Qty 2 Aft. Necessary Hardware and Installation Included.	4		
34	Webasto AT40 Diesel Heater w/ 2.5 gal Tank. Includes: (1) Webasto AT40 Air Top Evo 40 Forced Air Diesel Heater, 4.0kW, (1) 2.5 Gallon Diesel Fuel Tank Mounted in Port Locker, Necessary Hardware and Installation	4		
35	Dometic DuraSea 15,000 BTU Roof Top Air Conditioner, 115VAC 60Hz. Includes: (1) Dometic DuraSea 15,000 BTU Roof Top Air Conditioner, 115 VAC, 60 Hz, Single Phase, (1) Dometic Air Distribution Box with Manual Controls, (1) MicroAir 5011379A EasyStart 3T Soft Start, 1 0k-36k, 115/230V, 50/60 Hz, Necessary Hardware	4		

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	and Installation.			
36	ACR 2853 GlobalFix V6 Category I EPIRB w/RLS, NFC and Mobile app. Includes: (1) ACR 2853 GlobalFix V6 Emergency Position Indicating Radio Beacon (EPIRB) with NFC (Near Field Communication) Return Link Service (RLS) and Mobile App. Category I Automatic Release Bracket, Necessary Hardware and Installation.	12		
37	Yamaha 300 DES. Includes: (1) Yamaha (Digital Shift & Throttle, and Digital Electric Steering) 300 Engine, (1) SS Prop	4		
38	Yamaha Triple Engine Rigging, 150-450HP w/Digital Electric Controls. Includes: (1) Triple Binnacle, (1) Display, (1) Electric Key Switch w/Safety Lanyard, (1) Steering Wheel, (3) Fuel Filters, and (3) Starting Batteries.	4		
39	(2) Santa Cruz SC-5 Universal Gun Locks. Includes: (2) Santa Cruz SC-5 Universal Gun Locks with Concealed Push Button Releases, Necessary Hardware and Installation.	4		
40	Offshore Safety Kit. Includes: 24" Life Ring Buoy with Distress Marker Light, Portable Bilge Pump, 10- Person First Aid Kit, Offshore Marine Flare Signal Kit and Hand Held Compressed Air Horn.	4		
41	Docking Kit for 17'-38' Hulls. Includes: Four(4) 30' x 5/8" DBN Dock Lines w/ Eye Splice at One End (Black), Four(4) 5.5" x 20" 2-Eyed Ribbed Black Fenders, and Four(4) 3/8" x 9' Fender Whips (Black).	4		
42	Anchor Kit 33'-38'. Includes: (1) Fortress FX16 10lb Anchor, (1) 3/8" S/S Shackle, (9 FT) Coated Anchor Chain, (1) 3/8" S/S Jaw-To-Jaw Swivel, and (150') 5/8" 3 Strand w/ S/S Thimble.	4		
43	Trailer, 16000L - 33' Hull, Aluminium. Aluminum Bunk Trailer with Cadmium Plated Disc Brakes, Hydrostar Electric Over Hydraulic Brake System, SIS Brake Lines, Bow Ladder, V-Stop, 3-Point Bow Safety Strap, Spare Tire w/ Cover, Trailer Jack, 2 5/16 Ball Hitch, and LED Lighting.	4		
44	2-Day Familiarization Training, at SBI. This introductory boat operations course will provide the customer with a basic understanding of their new SAFE boat, its systems, and the relevant operational characteristics; 1 instructor for up to 10 students.	1		

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45	Estimated Shipping Fee	1		
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Grand Total (Excluding Sales Tax) \$ _____

REQUIRED ATTACHMENTS:

Bidders must complete and return the following documents with submissions. Failure to return documentation as requested may result in disqualification from selection process.

- **Attachment A:** Insurance Requirement
- **Attachment B:** Specification # F-1262 (supplemental documentation may be required as outlined per these "SUBMITTAL" section on page 2 of these specifications. Please read documents carefully and submit requested documentation accordingly)
- **Attachment C:** CEC Form 50
- **Attachment D:** CEC Form 55
- **Attachment E:** Iran Contracting Act Affidavit
- **Attachment F:** Local Business Enterprise Affidavit
- **Please include: One (1) detailed vendor-generated quote document with your submission.**

BIDDERS' INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, Bidders ("Contractor", "Vendor", "Supplier") shall complete and return all Quotation documents requested by the Los Angeles Harbor Department, 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 Department, including addenda, specifications, drawings and all forms.

The Director of the Contracts and Purchasing Division ("Director") may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Department at the Quotation closing date and time.

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, power and internet outages, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in

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person or by mail.

MAKES, MODELS AND BRAND NAMES. Makes, Models and 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.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – <http://www.portoflosangeles.org/> and the Los Angeles Regional Alliance Marketplace for Procurement website – <https://www.rampla.org/s/> . It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

TECHNICAL CORRECTIONS. The Executive Director or his designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

PRE-AWARD CONFERENCE. Prior to award of contract, the vendor may be required to attend a pre-award conference to be scheduled at a later date. The intent of this meeting will be to discuss contract regulations, specifications, invoicing, delivery times, etc., in order to ensure successful administration of the contract.

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

AWARD OF CONTRACT. Bid shall be subject to acceptance by the Department for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The Department may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. **The right is reserved to reject any, or all, bids and to waive informality in bids.**

BID RECAPS. Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date: <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>

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CONTRACTUAL TERMS SECTION

SUPPLIER CONTACT INFORMATION FOR DELIVERY AND PAYMENT ISSUES.

Contact Person: _____
Title: _____
Telephone: _____
Email Address: _____

SUPPLIER CONTACT INFORMATION FOR WARRANTY AND REPAIR ISSUES. Same as above (If Different from Above)

Contact Person: _____
Title: _____
Telephone: _____
Email Address: _____

AUTHORIZED DISTRIBUTOR/DEALER. Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer(s) being quoted (please check one and initial).

Yes: _____ No: _____

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, troubleshooting, and correcting problems that are traceable to the manufacturer.

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

WARRANTY. Terms of warranty on new materials offered. Free PARTS AND SERVICE (LABOR) for defective materials and workmanship for the following time period after goods and/or work have been accepted:

Parts: _____ Labor: _____

Please attach additional warranty terms with bid, if applicable.

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BUSINESS HOURS:

Vendor to indicate business hours:

Monday-Friday: _____ A.M. to _____ P.M.

Saturday: _____ A.M. to _____ P.M. Closed

Sunday: _____ A.M. to _____ P.M. Closed

INSURANCE SECTION

DISCLOSURE OF INSURANCE CERTIFICATIONS: "ATTACHMENT A"

All Bidders are encouraged to complete and submit Attachment A – Insurance Certification with their bid. Attachment A is used to certify which types of insurance coverage the Bidder has posted to the City of Los Angeles' insurance compliance platform, **KwikComply** (available at <https://kwikcomply.org>). The insurance certificates referenced in Attachment A must be **current, active, and not expired** at the time of bid submission. Attachment A includes a list of various types of insurance coverage that may be required depending on the nature of the work being contracted. It is the **Bidder's sole responsibility** to ensure that any insurance coverage on file with KwikComply is appropriate and sufficient for the type of goods and/or services being procured under this RFB. Attachment A also includes an option for the Bidder to indicate that no insurance coverage is required for the goods and/or services being quoted. **Only the awarded Bidder will be required** to demonstrate full compliance with insurance requirements by ensuring that all applicable and required coverages are posted and active in KwikComply before contract execution. However, all Bidders are *strongly encouraged to complete and submit pages 1-7 of Attachment A with their bids* to facilitate timely review and verification of insurance status.

KWIKCOMPLY:

Insurance documents shall be sent directly via electronic submission as the required method of submitting Consultant's insurance documents. Kwik Comply is the City's online insurance compliance system. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Kwik Comply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Consultant's insurance broker or agent shall obtain access to Kwik Comply at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf.

DETAILED INSTRUCTIONS AND ONE (1) SAMPLE "ACCORD 25 CERTIFICATE OF LIABILITY" ARE PROVIDE AS PAGES 8-11 OF ATTACHMENT A.

For further clarification on insurance procedures, coverage information and documentation,

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please contact POLA Risk Management via email at riskmanagement@portla.org.

DELIVERY

DELIVERY POINT. Unless otherwise quoted, prices to include all delivery charges, F.O.B. the Harbor Department, Port of Los Angeles, Port Police, 330 S. Centre Street, San Pedro CA, 90731 or as directed by Department personnel.

NOTIFICATION. The vendor shall notify George Cummings of the Los Angeles Harbor Department Port Police Division at GCummings@portla.org not less than ten (10) days in advance that vessel is ready for final inspection and sea trials at vendor location.

SHIPPING CHARGES. Please prepay and add shipping or delivery charges to your invoices. Ship cheapest way, unless otherwise specified herein, for goods to arrive within the time specified above. Please include copy of your freight bill with your invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON THIS ORDER.

DELIVERY CHARGES – BY VENDOR. Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

PRODUCTION SCHEDULE. Within 21 days of award of Contract, Contractor shall provide a production schedule and delivery date. The production schedule shall identify 25%, 50%, 75% and 100% milestones. Contractor shall report the achievement of each milestone to Department personnel. Should the achievement of any milestone or delivery fall behind schedule by more than 90 days, such delay shall be an event of default, and the City shall have the right to terminate this Contract without compensation to the Contractor. See also, paragraph 23 of the General Conditions.

FINANCIAL CLAUSES

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

SALES TAX PERMIT. A valid California State Board of Equalization Seller's Permit Number is required to collect California State Sales Tax.

Permit Number: _____ . N/A (Sales Tax will not be invoiced.)

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. Contractor declares that it has an authorized Taxpayer

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Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

Please Check One:

Both Bidder's Legal Address and Remittance Address are located within the State of California - Withholding Forms Not Required.

Withholding Forms Attached

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. **New vendors will be required to supply their BTRC/VRN Number upon award and prior to invoicing.**

BTRC Number: _____ BTRC Exemption Number: _____ (if applicable).

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VENDOR PAYMENT. Please note: Vendor name and address must be submitted exactly as they will appear on the invoice(s). **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:

REMIT TO: ADDRESS:

AR EMAIL:

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 CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

NEW AND UNUSED, VEHICLE (VESSELS). The vehicle and/or equipment furnished shall be new and unused, current model, with standard factory fittings, trim, and accessories unless otherwise noted. Said vehicle and/or equipment shall not have been used for any other prior service or as a demonstrator.

VEHICLE CODE. All applicable vehicles shall conform to the California Vehicle Code and all other governing requirements.

GVWR. All applicable vehicles shall meet the Federal GVWR rating, and all components shall have corresponding GVWR ratings. Any vehicle that requires a larger wheel and tire size on the rear axle shall have an equal size wheel and tire on the front axles, unless otherwise specified.

LICENSES. When applicable, the vendor shall make the necessary applications and complete all transfer papers, including applying for exempt license. He\She shall furnish the Director of Port Construction and Maintenance, or his\her designated representative, evidence of having applied for license at time vehicle is delivered. The registered owner shall be shown exactly as outlined below on all forms where the registered owner is listed, (using abbreviations exactly as shown):

HARBOR DEPARTMENT
CITY OF LOS ANGELES
500 Pier A St.
Wilmington, CA 90744-6433

DEALER SERVICE. All equipment furnished shall be completely serviced locally by the vendor prior to delivery. It shall be ready for operation when delivered. Any further servicing by the vendor will not be

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required except in connection with repairs or adjustments covered by the Manufacturer's or Dealer's warranty.

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 Department 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 Department thereby.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES. It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

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. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

The Harbor Department defines an 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

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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.

SWEAT-FREE PROCUREMENT POLICY. The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.

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.

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, attached, 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.

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REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP). PRIOR TO BEING AWARDED A CONTRACT with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

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.

VENDOR'S RAMP ID Number(s): _____ (required).

SPECIAL PROCESSING NOTES: If you are not bidding on this opportunity, state reason in space provided below: _____

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GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. **No telephonic, facsimile, or electronic 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.

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.
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.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.
3. **SPECIFICATION CHANGES.** Contractor may request in writing that specifications be modified if its provisions restrict Contractor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All Contractors will be notified by Addendum of any approved changes in the specifications.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.
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. Contractor must describe variations in their Bid.

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.
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 Contractor. The City may make combined award of all items complete to one Contractor or may award separate items to various Contractors. Contractors 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
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 Contractor 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 Contractor'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

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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 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 Contractor 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