

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NUMBER: 13120

**BID DUE BEFORE 11:00 AM ON: WEDNESDAY, MARCH 04, 2026**

<b>SUBMIT BID TO:</b>  <b>By Hand or Mail:</b> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744-6433	<b>SHIP TO ADDRESS:</b>  LOS ANGELES HARBOR DEPARTMENT 500 Pier A Street, Berth 161 Wilmington, CA 90744
<b>Buyer:</b> Danielle Nappi, Procurement Analyst      E-mail: <a href="mailto:dnappi@portla.org">dnappi@portla.org</a> ,	

## "DJI FLYCART 30 DRONE AND RELATED ACCESSORIES"

**BIDS ARE REQUESTED FOR THE ONE TIME REQUIREMENTS OF THE LOS ANGELES HARBOR DEPARTMENT, PORT POLICE DIVISION ("DEPARTMENT" OR "CITY") FOR: "DJI FLYCART 30 DRONE AND RELATED ACCESSORIES" TO BE FURNISHED AND DELIVERED SUBJECT TO THE APPROVAL OF THE DIRECTOR OF CONTRACTS AND PURCHASING ("DIRECTOR").**

\*PRICES TO INCLUDE ALL DELIVERY CHARGES AND FEES EXCLUDING SALES TAX.

**Time of delivery:** \_\_\_\_\_ days after receipt of order: **Terms** \_\_\_\_\_ % discount \_\_\_\_\_ days.

**Affirmative Action** – An approved AA plan or certification, if not on file, will be required prior to award of contract.

**DECLARATION OF NON-COLLUSION:** The undersigned certifies (or declares) under penalty of perjury that this quotation 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 the bidder has not in any manner sought by collusion to secure to himself any advantages over other bidders.

NOTIFY:  T. Gazsi (Chief of Police) 310.732.3520  REQ19018	Firm Name _____ Mailing Address _____ City _____ State _____ Zip _____ Phone No. _____ Fax No. _____ <b>REMITTANCE ADDRESS - Unless bidder indicates otherwise the City will remit to the above address for items received.</b>
--	---

The undersigned hereby agrees to furnish and deliver any or all items of goods or services in accordance with the terms, conditions, specifications and prices herein quoted, INCLUDING THE GENERAL CONDITIONS THAT FOLLOWS. **THIS BID MUST BE SIGNED.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NUMBER: 13120

**ITEMS:**

LINE	DESCRIPTION	UOM	QTY	PRICE	EXT. PRICE
1	<p>DJI FlyCart 30 Drone</p> <p><u>Device Features:</u></p> <ul style="list-style-type: none"> <li>• 4-axis propeller multi-rotor configuration</li> <li>• Max payload of 40kg in single battery &amp; 30kg in dual battery mode</li> <li>• Maximum range od 16km with a full load</li> <li>• Intelligent obstacle avoidance</li> <li>• Dual radar &amp; ADS-B signal receiver</li> <li>• Built-in parachute system for controlled descent during critical failure</li> <li>• Equipped with DJI;s )3 video transmission system</li> <li>• IP-55 weather protection</li> <li>• 12m/s maximum wind-speed resistance</li> <li>• Cargo mode &amp; Winch mode (winch kit sold separately)</li> </ul> <p><u>FlyCart Capacity:</u></p> <ul style="list-style-type: none"> <li>• 65lb max payload (dual batteries)</li> <li>• 85lb max payload (single battery)</li> <li>• 17 mile max flight distance without payload (dual batteries)</li> <li>• 10 mile max flight distance with full payload (dual batteries)</li> <li>• 45mph max flight speed (with carbon fiber propellers)</li> <li>• 33mph cruising speed</li> </ul>	EA	1	\$	\$
2	<b>DJI FlyCart 30 Winch System Kit</b>	KIT	1	\$	\$
3	<b>DJI DB2000 Intelligent Flight Battery</b>	EA	4	\$	\$
4	<b>DJI RC Plus FlyCart 30</b>	EA	1	\$	\$
5	<b>DJI C8000 Intelligent Battery Station</b>	EA	1	\$	\$
6	<b>DJI FlyCart 30 Propellers CW – Pair of 2</b>	SET	4	\$	\$
7	<b>DJI FlyCart 30 Propellers CCW – Pair of 2</b>	SET	4	\$	\$
8	<b>DJI FlyCart 30 AC Cable</b>	EA	1	\$	\$
9	<b>Restube Rescue Case AP – QTY:2 Automatic Pro &amp; QTY:6 Rearm Kits</b>	KIT	1	\$	\$

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NUMBER: 13120

10	Restube Rescue Case 1 – QTY:4 * QTY:6 Rearm Kits	KIT	1	\$	\$
11	Estimated Shipping	RATE	1	\$	\$

## 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 Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

**ADDENDUMS.** From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – [www.portoflosangeles.org](http://www.portoflosangeles.org) and the Regional Alliance Marketplace for Procurement (RAMP) website – [www.rampla.org](http://www.rampla.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.

## **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.

**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.

## **VENDOR CONTACT INFORMATION:**

Contact Person: \_\_\_\_\_

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

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

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

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NUMBER: 13120

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

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

## **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

## **CONTRACTUAL TERMS SECTION**

**PRICE GUARANTEE.** Prices are **maximum** for this one-time purchase order. In the event of a **price decline**, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Harbor Department.

**TERMINATION FOR NON-APPROPRIATION.** The Port's (City's) obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

**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.

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

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NUMBER: 13120

**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: \_\_\_\_\_(required).

## **MATERIAL, EQUIPMENT, SERVICE**

**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.

**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.

**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.

**PRINTED LITERATURE.** Terms, conditions, and deviations from specifications contained within printed material/literature will not be accepted. Each deviation from the specifications must be stated in a letter, attached to the bidder's submittal.

**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

## **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

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NUMBER: 13120

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 PROVIDED AS PAGES 8-11 OF ATTACHMENT A.**

For further clarification on insurance procedures, coverage information and documentation, please **contact POLA Risk Management** via email at [riskmanagement@portla.org](mailto:riskmanagement@portla.org).

## **DELIVERY**

**DELIVERY.** Delivery is desired within 10 days after vendor receives order. If this time cannot be met, show in the space provided at the bottom of page one (1) the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

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

**NOTIFICATION.** The vendor shall notify Gina Mattera, in office at (310) 732-4722 Nancy Nevarez, (310) 732-0811 of the Los Angeles Port Police, at not less than three (3) days in advance that the equipment is ready for delivery to confirm delivery point.

## **FINANCIAL SECTION**

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

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NUMBER: 13120

**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.

**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.** A valid California State Board of Equalization Seller's Permit No. is required to collect California State Sales Tax.

Permit Number: \_\_\_\_\_ or mark \_\_\_\_ **(N/A)** if Sales Tax will not be applied. (required)

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

**SELECTED BIDDER SHALL PROVIDE A COPY OF THE COMPANY'S W-9 FORM.**

THERE IS A CALIFORNIA STATE TAX WITHHOLDING REQUIREMENT FOR OUT-OF-STATE VENDORS. IF THE W-9 FORM INDICATES AN ADDRESS OUTSIDE OF CALIFORNIA, A TAX WITHHOLDING FORM SHALL BE REQUIRED.

**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.

BTRC Number: \_\_\_\_\_ or BTRC Exemption Number: \_\_\_\_\_ (required)

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NUMBER: 13120

**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.

## **GENERAL RULES AND REGULATIONS**

### **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 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.

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NUMBER: 13120

**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.

**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.

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

**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.

**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.

**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

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NUMBER: 13120

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.

Vendors who are already registered may look up their RAMP ID at <https://www.rampla.org/s/regional-profiles>.

RAMP ID Number: \_\_\_\_\_ (required)

**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.

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

**SPECIAL NOTE.** If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:

---

---

---

---

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NUMBER: 13120**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 11:00 AM ON: Wednesday, March 04, 2026**

**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.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 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.
18. **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 Bidder 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. 10/12-116