



# REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NUMBER: 13081**

**BID DUE BEFORE 2:00 PM ON: FRIDAY, JULY 25, 2025**

**CARRIER PARTS**

Line	Part Number	Description	Current List Price
A.	EQT1-4-CAR	I-VU EQUIPMENT TOUCH	\$
B.	SYST1-4-CAR	I-VU SYSTEM TOUCH	\$
C.	OPN-UPC	BACNET TRANSLATOR	\$
D.	33CNTRANLON-01-R	TRANSLATOR FOR LONWORKS	\$
E.	OPN-UC	PROGRAMMABLE (5-BO,6-UI, O-AO)	\$
F.	OPN-UCXP	PROGRAMMABLE (6-BO, 12-UI, 6-AO)	\$
G.	OPN-RTUM2	CONTROLLER	\$

**2. CARRIER PARTS, UNSPECIFIED, AND OTHER HVAC PARTS AND EQUIPMENT WITH LIST PRICE LESS THAN \$1,000.00**

Manufacturer: \_\_\_\_\_ State Percentage \_\_\_\_\_ %  
 Price List No.: \_\_\_\_\_  Discount  
 Applicable Price \_\_\_\_\_  Markup  
 Column: \_\_\_\_\_ Allowed the Harbor Department:

**3. CARRIER PARTS, UNSPECIFIED, AND OTHER HVAC PARTS AND EQUIPMENT WITH LIST PRICE MORE THAN \$1,000.00**

Manufacturer: \_\_\_\_\_ State Percentage \_\_\_\_\_ %  
 Price List No.: \_\_\_\_\_  Discount  
 Applicable Price \_\_\_\_\_  Markup  
 Column: \_\_\_\_\_ Allowed the Harbor Department:

**4. COMMON CARRIER FREIGHT COSTS**

Common Carrier Freight costs for shipments originating outside the City of Los Angeles, will be assessed at Vendor's cost plus \_\_\_\_\_%.

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**5. LABOR**

Rates for general maintenance of HVAC equipment:

**Rates are subject to change according to Department of Industrial Relations (DIR) Prevailing Wage Determinations.**

Rates Quoted for the Period from \_\_\_\_\_ to \_\_\_\_\_

A. Classification: \_\_\_\_\_

Straight time, per hour:           \$ \_\_\_\_\_

Minimum Hours Billed: \_\_\_\_\_

Regular Business Hours: \_\_\_\_\_

Overtime, per hour:               \$ \_\_\_\_\_

Minimum Hours Billed: \_\_\_\_\_

Double Time, per hour:           \$ \_\_\_\_\_

Minimum Hours Billed: \_\_\_\_\_

B. Classification: \_\_\_\_\_

Straight time, per hour:           \$ \_\_\_\_\_

Minimum Hours Billed: \_\_\_\_\_

Regular Business Hours: \_\_\_\_\_

Overtime, per hour:               \$ \_\_\_\_\_

Minimum Hours Billed: \_\_\_\_\_

Double Time, per hour:           \$ \_\_\_\_\_

Minimum Hours Billed: \_\_\_\_\_

**BIDDERS' INSTRUCTIONS**

**BID SUBMITTAL TIMELINESS.** Bidders ("Vendor", "Contractor", "Supplier") 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/received 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, email server issues, 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 electronically, in person or by mail.

**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 – [www.portoflosangeles.org](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.

**SPECIFICATION CHANGES.** If any provisions of the Specifications preclude bidder from submitting a bid, the bidder may request in writing that the specifications be modified. Such request must be received by the Buyer or Director at least five (5) working days before the 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

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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.

**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.

**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.**

**AUTHORITY.** The intent of this Request for Bid is the establishment of a contract under the sole authority and jurisdiction of the Los Angeles Harbor Department. Bids including Piggyback and/or cooperative terms, including pricing terms, are not requested, and will be rejected as non-responsive.

**MODIFICATION OF RFB DOCUMENTS PROHIBITED.** The RFB documents, as issued by the Los Angeles Harbor Department, shall not be modified in any way by the Bidder. Any bid found to contain alterations, deletions, additions, or other changes to the original RFB documents—not originating from and authorized by the Department—including, but not limited to, modifications to the specifications, requirements, terms, or conditions, will be rejected as non-responsive.

Requests for modifications necessary for the clarification, correction, or successful execution of the RFB or resulting contract must be submitted in writing to the Buyer at the email address provided above no fewer than five (5) business days prior to the bid deadline.

**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>

## **CONTRACTUAL TERMS**

### **VENDOR CONTACT FOR CONTRACTUAL ISSUES**

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### **VENDOR CONTACT FOR SERVICE REQUESTS**

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
24-Hour Contact  
Phone: \_\_\_\_\_

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**PRICE AGREEMENT CONDITIONS.** Prices charged the Harbor Department are based on a percentage discount or markup from Manufacturer's Published Price List. Percentage is to remain firm for the duration of the contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with changes as issued by the Manufacturer.

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline.

Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS. One (1) copy of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street, Wilmington, CA 90744. Price List shall show Vendor's name along with the City Contract or Purchase Order Number.

**PRICE LISTS.** One (1) copy of the quoted price list(s) must be submitted upon contract award or provided in electronic format. Alternatively, price lists may be found at the following URL:

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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

**AUTHORIZED DISTRIBUTOR/DEALER.** Bidder must indicate if it is an authorized distributor/dealer for the goods/services 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.

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**WARRANTY.** Terms of warranty on new equipment, materials, and services offered (if applicable). Free PARTS and SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment and/or services have been accepted:

Parts: \_\_\_\_\_ Labor: \_\_\_\_\_

Please attach additional warranty terms to bid, if applicable.

**MATERIALS, EQUIPMENT, AND SERVICE**

**CONTRACTOR’S LICENSE.** In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information:

Contractor’s License No.: \_\_\_\_\_

Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

**CONSTRUCTION MATERIALS.** Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be UL\FM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code(s).

**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 AND 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 and clean appearance.

**CARE AND 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.

**TWIC CARD.** Contractor must ensure that any of its employees performing work under this contract in and around Port property procure and maintain a Transportation Worker Identification Credential (TWIC) card, as may be required. The card is to be purchased and maintained at Vendor’s expense. TWIC enrollment details can be found at [www.tsa.gov/for-industry/twic](http://www.tsa.gov/for-industry/twic) or by phone at (855) 347-8371.

**INITIAL HERE ACKNOWLEDGING TWIC REQUIREMENT:**

\_\_\_\_\_ (initial)

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## INSURANCE AND INDEMNIFICATION

**PLEASE NOTE: THESE TERMS ARE MINIMUM REQUIREMENTS AND ARE NON-NEGOTIABLE**

### Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and Vendors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City.

### Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. Vendor's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Vendor's behalf.

## **POLICY COPIES**

Upon request by City, Vendor shall furnish a copy of the binder of insurance and/or full certified policy for any insurance policy required herein. This requirement shall survive the termination or expiration of this Agreement.

## **PRIMARY COVERAGE**

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

## **NOTICE OF CANCELLATION**

For each insurance policy described above/below, the Vendor shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

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## RENEWAL OF POLICIES

At least thirty (30) days prior to the expiration of any policy, Vendor shall direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <http://kwikcomply.org> a renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified below. If Vendor neglects or fails to secure or maintain the insurance required below, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect the City's interests. The cost of such insurance will be deducted from the next payment due Vendor.

For further clarification on Insurance procedures, coverage information and documentation please go to <http://www.portoflosangeles.org/business/risk.asp>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

### NOTE

**FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.**

### General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars (\$1,000,000.00) combined single limit for injury or claim. Where Vendor provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Vendor provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self- insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

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Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Vendor shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included.

Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker's compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

**INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:**

\_\_\_\_\_ (initial)

**Upon approval of insurance, contractor will receive written authorization to proceed.**

**NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED**

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**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.

**DELIVERY.** Please specify delivery terms for supplies and equipment listed in lines 1-3:

\_\_\_\_\_ Days after receipt of order (ARO) for normally-stocked items.

\_\_\_\_\_ Days after receipt of order for special-order and non-stock items.

**DELIVERY POINT, WILL CALL.** Location where equipment may be dropped off and picked up on a "Will Call" basis:

COMPANY: \_\_\_\_\_

LOCATION:

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

\_\_\_\_\_

**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 and Maintenance Div., 500 Pier A St., Wilmington, CA 90744, or as directed by requestor.

**FINANCIALS**

**ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be **\$55,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

**BILLING DISCOUNT TERMS.** Payment terms are Net 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.

**TIME AND MATERIALS WITH NO FIXED FEE.** 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.

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**RENEWAL OPTIONS.** State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two years, from the date of expiration, under the same terms and conditions, and at the same percentage discount/markup from the applicable manufacturer's price list as stated herein. Option(s) granted will not be considered as a factor in awarding contracts.

YES or  NO      Option granted for one (1) additional year at a price increase not to exceed \_\_\_\_\_%.

YES or  NO      Option granted for second (2<sup>nd</sup>) additional year at a price increase not to exceed \_\_\_\_\_% over first (1<sup>st</sup>) option year prices.

It is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in Vendor's costs, and submitted, in writing, to the Director of Contracts and Purchasing at the Bid submittal address on page 1. No increase will be granted without prior approval of the Director of Contracts and Purchasing.

**MISCELLANEOUS PURCHASES.** The Harbor Department requests the option to purchase miscellaneous related parts, supplies and services, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$1,000.00 per order, per invoice.

Check one and initial:

Option Granted       Option Not Granted      INITIAL: \_\_\_\_\_

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

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

Permit Number: \_\_\_\_\_  N/A (Invoices will not include sales taxes.)

**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.

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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 bidder name and address on page 1, please indicate:

COMPANY: \_\_\_\_\_

REMIT TO: ADDRESS: \_\_\_\_\_  See Page 1

A/R 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.

**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**

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**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. **New vendors will be permitted to submit a BTRC number after award but before invoicing.**

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

## **GENERAL RULES AND REGULATIONS**

### **SMALL AND LOCAL BUSINESS (SLB) PROGRAM.**

Is your company Certified as an SLB by the **City of Los Angeles**?  Yes  No

Companies certified as a Small Local Business with the City of Los Angeles are given a preference applied to bid contracts of \$100,000.00 or less. A 10% preference (discount) is given to the bids of SLB certified companies. The preference is determined by taking 10% of the lowest bid that is proposed by a non-certified SLB company, and subtracting that amount from the bid of the SLB certified company. If after the preference the SLB's bid is less than or equal to the lowest non-certified company's bid, the SLB will be awarded the contract.

In order to be given the bid preference as a certified SLB, your SLB application must be received at the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the last day for submission of the bid or proposal and approved prior to the award date as stated on the RFB.

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at:

**Office of Contract Compliance, Centralized Certification:**  
**1149 S. Broadway, Suite 300, Los Angeles, CA 90015**  
**(213) 847-2684**

Certification as a Small and Local Business is valid for one calendar year from the date of approval. Applicant firms must be recertified on an annual basis with the Office of Contract Compliance, Centralized Certification Section. For questions concerning the Small Local Business Program, contact the Office of Contract Compliance, Centralized Certification Section at (213) 847-2684 or at <https://bca.lacity.org/certification>

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**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.

**EQUAL BENEFITS POLICY.** The Board of Harbor Commissioners 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.

**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.

**DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.**

**ALL CONTRACTORS MUST HAVE A CONTRACT REGISTRATION NUMBER THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.**

**A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR A PUBLIC WORKS PROJECTS UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. BID PROPOSAL WILL BE DEEMED NON-RESPONSIVE.**

The prevailing rate of per diem wages and rates for legal holidays and overtime work for each craft, classification or type of workers needed in the execution of any contract to let under the Specifications has been determined by the Director of the Department of Industrial Relations (DIR) of the State of California pursuant to the provisions of the Labor Code of the State of California. The State of California has approved the City's Labor Compliance Program of enforcement of State prevailing wage laws and will allow the City to retain all penalty assessments for violation of these laws.

Pursuant to notice requirements effective January 1, 2015, all contractors and subcontractors must register with and meet requirements of the State of California DIR using the online application before bidding on the public works contracts in California. For the online application, visit <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- a. No contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).

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- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. The Project is subject to compliance monitoring and enforcement by the DIR.

## **PREVAILING WAGES**

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.
- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.
- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers, and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.
- f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:
  - 1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.

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2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
  3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
  4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.
  5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.
  6. Contain the printed name and title for the Contractor or subcontractor representative, and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.
- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.
- i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

## **WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS**

- a. The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor's and/or subcontractor's employees.
- b. The Contractor and/or subcontractor shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Contractor or subcontractor shall comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et. seq. The Contractor or subcontractor shall maintain such compliance throughout the term of the Contract.

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**Prime Contractor State of California DIR Registration No.:**

\_\_\_\_\_

**Subcontractor State of California DIR Registration No.:**  N/A

\_\_\_\_\_

**Subcontractor State of California DIR Registration No.:**  N/A

\_\_\_\_\_

(Attach additional sheets if necessary)

**DIR REPORTING LABOR CLASSIFICATIONS:**

**PRIME CONTRACTOR:**

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> ASBESTOS        | <input type="checkbox"/> BOILERMAKER          | <input type="checkbox"/> BRICKLAYERS         | <input type="checkbox"/> CARPENTERS      |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS        | <input type="checkbox"/> DRYWALL<br>FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS    | <input type="checkbox"/> ELEVATOR<br>MECHANIC | <input type="checkbox"/> GLAZERS             | <input type="checkbox"/> IRON WORKERS    |
| <input type="checkbox"/> LABORERS        | <input type="checkbox"/> MILLWRIGHTS          | <input type="checkbox"/> OPERATING ENG       | <input type="checkbox"/> PAINTERS        |
| <input type="checkbox"/> PILE DRIVERS    | <input type="checkbox"/> PIPE TRADES          | <input type="checkbox"/> PLASTERERS          | <input type="checkbox"/> ROOFERS         |
| <input type="checkbox"/> SHEET METAL     | <input type="checkbox"/> SOUND/COMMM          | <input type="checkbox"/> SURVEYORS           | <input type="checkbox"/> TEAMSTER        |
| <input type="checkbox"/> TILE WORKERS    |   |  |  |

**SUBCONTRACTOR:**

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> ASBESTOS        | <input type="checkbox"/> BOILERMAKER          | <input type="checkbox"/> BRICKLAYERS         | <input type="checkbox"/> CARPENTERS      |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS        | <input type="checkbox"/> DRYWALL<br>FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS    | <input type="checkbox"/> ELEVATOR<br>MECHANIC | <input type="checkbox"/> GLAZERS             | <input type="checkbox"/> IRON WORKERS    |
| <input type="checkbox"/> LABORERS        | <input type="checkbox"/> MILLWRIGHTS          | <input type="checkbox"/> OPERATING ENG       | <input type="checkbox"/> PAINTERS        |
| <input type="checkbox"/> PILE DRIVERS    | <input type="checkbox"/> PIPE TRADES          | <input type="checkbox"/> PLASTERERS          | <input type="checkbox"/> ROOFERS         |
| <input type="checkbox"/> SHEET METAL     | <input type="checkbox"/> SOUND/COMMM          | <input type="checkbox"/> SURVEYORS           | <input type="checkbox"/> TEAMSTER        |
| <input type="checkbox"/> TILE WORKERS    |   |  |  |

(Attach additional sheets if necessary)

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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.

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

**BIDDER/VENDOR'S RAMP ID Number(s):** \_\_\_\_\_

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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.

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.** 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.

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. Vendor 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.
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.

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.
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.
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.

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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 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

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP) <b>BID 13081 (REQ7916)</b>	Awarding Authority (Department awarding the contract) <b>HARBOR</b>
Bidder Name	
Address	
Email Address	Phone Number

## Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date