

# REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NUMBER: 13103**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 11:00 AM ON: November 25, 2025**

<p><b>SUBMIT BID TO:</b></p> <p><b>By Hand:</b> Los Angeles Harbor Department Purchasing Office, 1<sup>st</sup> Floor 500 Pier "A" Street Wilmington, CA 90744-6433</p> <p><b>By Mail:</b> Los Angeles Harbor Department Purchasing Office, 1<sup>st</sup> Floor 500 Pier "A" Street Wilmington, CA 90744-6433</p>	<p><b>SHIP TO ADDRESS/SERVICE AREA:</b></p> <p>LOS ANGELES HARBOR DEPARTMENT Location as directed by Harbor Department Personnel.</p>
<p><b>Buyer:</b> Danielle Nappi, Procurement Analyst</p>	<p><b>(310) 732-3890</b></p>

BIDS are requested for the annual requirements of the Los Angeles Harbor Department for **MOBILE CRANE RENTALS** to be furnished and delivered for a one-year period commencing April 4, 2026 through April 3, 2027, **including two, one-year renewal options, subject to the approval of the executive director, for a maximum term of three years.**

Provide fully operated and maintained mobile cranes on an "as needed" basis for use within the Harbor District (San Pedro & Wilmington). All equipment furnished must be in compliance with section 1630 of the Construction Safety Orders, latest edition. *Note: estimated hours are for bid evaluation purposes only.*

- CRANE, MOBILE, CONVENTIONAL** with capabilities as listed below, fully operated and maintained, to include related maintenance charges and taxes, if any, excluding delivery:

Hourly Rates, fully operated and maintained:

EST. HOURS	CRANE TYPE	STRAIGHT TIME	OVERTIME	PREMIUM TIME	QTY. OWNED	NO. OF SUPPORT VEHICLES NEEDED
4	<b>A. 125-TON</b>	\$	\$	\$		
4	<b>B. 300-TON</b>	\$	\$	\$		

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.

<p>NOTIFY:</p> <p>L. Warren E-26-0050</p> <p>Previous Contract 32137-25</p>	<p>Firm Name _____</p> <p>Mailing Address _____</p> <p style="text-align: right;">City State Zip</p> <p>Phone No. _____ Fax No. _____</p> <p><b>REMITTANCE ADDRESS - Unless bidder indicates otherwise the City will remit to the above address for items received.</b></p>
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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

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**2. CRANE, MOBILE, HYDRAULIC** with capabilities as listed below, fully operated and maintained, to include related maintenance charges and taxes, if any, excluding delivery:

Hourly Rates, fully operated and maintained:

EST. HOURS	CRANE TYPE	STRAIGHT TIME	OVERTIME	PREMIUM TIME	QTY. OWNED	NO. OF SUPPORT VEHICLES NEEDED
4	<b>A. 40-TON</b>	\$	\$	\$		
4	<b>B. 70-TON</b>	\$	\$	\$		
4	<b>C. 90-TON</b>	\$	\$	\$		
4	<b>D. 110-TON</b>	\$	\$	\$		
4	<b>E. 140-TON</b>	\$	\$	\$		
4	<b>F. 175-TON</b>	\$	\$	\$		
4	<b>G. 225-TON</b>	\$	\$	\$		
4	<b>H. 275-TON</b>	\$	\$	\$		
4	<b>I. 350-TON</b>	\$	\$	\$		
4	<b>J. 500-TON</b>	\$	\$	\$		
4	<b>K. 550-TON</b>	\$	\$	\$		

**3. SUPPORT VEHICLES**

Hourly Rates, fully operated and maintained:

STRAIGHT TIME	OVERTIME	PREMIUM TIME	QTY. OWNED
\$	\$	\$	

**4. SERVICE CHARGES**

Hourly Rates, fully operated and maintained:

SERVICE	STRAIGHT TIME	OVERTIME	PREMIUM TIME
<b>A. TRUCK AND TRAILER</b>	\$	\$	\$
<b>B. YARD BOY</b>	\$	\$	\$

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## 5. EXTRA BOOM AND ACCESSORIES/SUPPLEMENTAL FEES

Hourly Rates, fully operated and maintained:

SERVICE	STRAIGHT TIME	OVERTIME	PREMIUM TIME
<b>A. LOAD AND LIFT PLANS</b>	\$	\$	\$
<b>B. TRAFFIC CONTROL</b>	Cost Plus    %		

PERMITS/TRAFFIC CONTROL - Any charges for permits or traffic control shall be reimbursed upon submittal and approval of invoices by the contract administrator.

## 6. MAN BASKETS

Certified, with current inspection:

TYPE	RATE PER DAY
<b>A. 2-MAN</b>	\$
<b>B. 4-MAN</b>	\$

## 7. STORAGE FEES

Rates per Square Foot

A. Per Day	B. Per Week (7 Days)	C. Per Month (30 Days)
\$	\$	\$

## 8. SELF-LOADERS-STINGERS

Hourly Rates, fully operated and maintained:

TYPE	STRAIGHT TIME	OVERTIME	PREMIUM TIME	QTY. OWNED
<b>A. 22-TON</b>	\$	\$	\$	
<b>B. 30-TON</b>	\$	\$	\$	

## 9. STRETCH-SEMI

Hourly Rates, fully operated and maintained:

Rates per hour with truck.

TYPE	STRAIGHT TIME	OVERTIME	PREMIUM TIME	QTY. OWNED
<b>A. 22-TON</b>	\$	\$	\$	
<b>B. 30-TON</b>	\$	\$	\$	

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**10. ADDITIONAL RIGGER RATES**

Hourly Rates, fully operated and maintained:

STRAIGHT TIME	OVERTIME	PREMIUM TIME
\$	\$	\$

**INSURANCE WAIVER OF SUBROGATION FEE:**

YES  NO  (Choose One) An additional fee will be charged to cover the cost of the required waiver of subrogation. The fee will be assessed as follows:

(If YES, check/complete all that apply)

- Flat Fee: \$ \_\_\_\_\_
- Fee as a percentage of labor costs: \_\_\_\_\_ %
- Fee per hour of labor: \$ \_\_\_\_\_
- Whichever is greater

**RESPONSE TIMES:** Bidder to state the minimum and maximum response time for equipment delivery.

	Line 1	Line 2
Minimum (shortest) Response Time in Hours:	_____	_____
Maximum (longest) Response Time in Hours:	_____	_____

**LABOR DEFINITIONS:**

**“Straight Time”** Monday through Friday from \_\_\_\_\_ AM to \_\_\_\_\_ PM  
 Minimum Hours Charged: \_\_\_\_\_

**“Overtime”** Work performed on Saturdays or Sundays, or from Monday-Friday in excess of eight (8) hours, or between the hours of: \_\_\_\_\_ PM and \_\_\_\_\_ AM  
 Minimum Hours Charged: \_\_\_\_\_

**“Premium Time”** Work performed on Sundays, or Monday through Saturday after the twelfth (12<sup>th</sup>) hour of work.  
 Minimum Hours Charged: \_\_\_\_\_

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**“Holiday Pay”** Work performed on Holidays will be paid at \_\_\_\_\_ the Straight Time rate.  
the rate of: \_\_\_\_\_

Minimum Hours Charged: \_\_\_\_\_

**UNION HOLIDAYS:**

Union Holidays are attached for reference. Bidder to list any deviations from the attached list  
**(Attachment A):**

\_\_\_\_\_  
\_\_\_\_\_

**DEFINITIONS:**

1. “Daily Period” means a period of 24 consecutive hours. If equipment is in actual use in excess of eight (8) hours in a single period, overtime rate will be paid for the day, week, or month involved.
2. “Weekly Period” means a period of seven (7) consecutive daily periods.
3. “Monthly Period” means a period from any day in one month to the corresponding day in the succeeding month, or if none, to the end of the succeeding month.

**MAINTENANCE:** Maintenance is to include fuel, oil, and grease, but is to be exclusive of operator’s wages, Social Security Tax, and insurance.

Any mechanical repairs other than routine adjustments shall be made by the lessor in order to keep the equipment in first class mechanical condition at all times.

Lessor to furnish all repair parts and all cost of making repairs. In any instance where the equipment is out of service due to mechanical failure, rental will not be paid during such period.

**WARRANTY.** Terms of warranty on any new parts or equipment utilized or installed. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted: \_\_\_\_\_.

**MOVES:** All moves shall be made at the applicable rental rates.

**DAMAGE LIABILITY:** If Department employees or agents damage the rented equipment, the Department shall continue to pay rental for the loss of equipment in the amount of the then reasonable rental value of the equipment as demonstrated by the vendor, but not to exceed the rate set forth in this agreement and not to exceed a total of one (1) month’s rental. The payment shall be due only if the vendor promptly fixes the equipment within a reasonable period to restore it to service. If the equipment is damaged by an act of nature or of a third party, then the rental payment for such equipment under this agreement shall cease unless and until vendor restores the equipment to operating condition or substitutes an equivalent piece of equipment.

Prior to any repairs being performed, all claims for damages and/or loss on rental equipment shall be estimated and verified by an authorized department representative. All inquiries regarding damaged and/or lost rental equipment caused by Department employees or agents will be paid upon mutual agreement between an

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authorized department representative and the contractor. The City shall not be responsible for damages caused by acts of nature or by third parties, including Department tenants.

## DISPATCH INFORMATION

Regular Hours Phone Number: \_\_\_\_\_

24-Hour Emergency Phone Number: \_\_\_\_\_

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

**DEVIATION FROM SPECIFICATIONS**. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void the bid.

**ESTIMATED EXPENDITURE**: Total expenditures under this contract are estimated to be **\$50,000.00** 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 Director of Contracts & Purchasing and/or the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

## **INDEMNIFICATION AND INSURANCE:**

### 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, Vendor 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 consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor'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 Purchase Order by Vendor 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 Purchase Order 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. KwikComply is the City's online insurance compliance system, 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

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advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

## **POLICY COPIES**

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

## **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.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## **ADDITIONAL INSURED**

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

## **NOTICE OF CANCELLATION**

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days' notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

## **RENEWAL**

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

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:

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**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 Purchase Order, 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. 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 the Harbor 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, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

## Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, 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 Consultant'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 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, a 10- days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

## 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 Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. 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.

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**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**

**RENEWAL OPTION.** State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by increases in vendor’s costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

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

\_\_\_\_\_ (YES or NO)      Option granted for second additional year at a price increase not to exceed \_\_\_\_\_% over first 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 & Purchasing. No increase will be granted without prior approval of the Director of Contracts & Purchasing.

**SAFETY AND HEALTH REQUIREMENTS.** All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor’s failure to comply with said safety and health requirements.

**SITE MAINTENANCE & CLEAN-UP.** Contractor 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 Contractor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

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**SUPPLIER CONTACT INFORMATION:**

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

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

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

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

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

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

**DELIVERY POINT.** Prices to include all delivery charges, F.O.B. the Harbor Department, various locations within the Harbor Area.

**DELIVERY.** Delivery is desired within 1 day after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

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

**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.**

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

Permit Number: \_\_\_\_\_.

**VENDOR PAYMENT.** Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. **PLEASE PROVIDE AN 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:

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.

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**ADDENDA.** 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.portofla.org](http://www.portofla.org) and the Regional Alliance Marketplace for Procurement 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.

**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.

**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 \$25,000 or more and a term of at least three months in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 50 (provided in Attachment) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$25,000 or more and a term of at least three months in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 50 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP)**

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 RAMP ID No.: \_\_\_\_\_ (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.

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## **SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE POLICY**

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999 agreeing to adopt the provisions of the Los Angeles City Ordinance No. 171004 relating to Service Contract Worker Retention (SCWR) Section 10.36 et. seq. of the Los Angeles Administrative Code as the policy of the Harbor Department. Further, Charter 378 requires compliance with the City's Living Wage (LW) requirements as set forth by ordinance (LWO), Section 10.37 et. seq. of the Los Angeles Administrative Code. Contractor shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this contract and otherwise pursue 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.

## **SMALL & 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 & 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:

[http://bca.lacity.org/index.cfm?nxt\\_body=main\\_page.cfm](http://bca.lacity.org/index.cfm?nxt_body=main_page.cfm)

**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

**REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NUMBER: 13103**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 11:00 AM ON: November 25, 2025**

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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.

**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.

BTRC Number: \_\_\_\_\_ Business Tax Exemption Number: \_\_\_\_\_ (if applicable)

**TAXPAYER IDENTIFICATION NUMBER**

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

**SPECIAL NOTE**

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

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# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NUMBER: 13103**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 11:00 AM ON: November 25, 2025**

## GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
  2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
  3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
  4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
  5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
  6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
  7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
  8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
  9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
  10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
  11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.  
  
All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements. Prices on the contract include delivery to the division within building unless otherwise specified on the contract.  
Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.  
Materials shall be listed separately on invoices covering repairs or installation service.  
The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.  
This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.  
  
Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.
- In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting

Section giving the contract number, stating to which division and on what date delivery was made. Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS. **NOTE:** THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116