

REQUEST FOR BID #12974

DATE: March 12, 2024

FROM: Jacquelyn Estrada
Procurement AnalystEmail: jestrada@portla.org

DELIVERY AND JOB SITE:

Port of Los Angeles

Badger Avenue – Henry Ford Bridge, CA
90744 – or as directed by Department
Personnel

NUMBER OF PAGES: 16

PLEASE REPLY NO LATER THAN, 2:00 P.M, APRIL 05, 2024**E-MAIL BID TO jestrada@portla.org**

FIRM NAME: _____

MAILING ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

QUOTED BY: _____ TITLE: _____

BIDDER'S SIGNATURE: _____

E-MAIL: _____ DELIVERY TIME ARO: _____

DISCOUNT PAYMENT TERMS: _____

FOB POINT:

☐ Destination(Delivery charges to be included in unit price)**OR**☐ Origin: (Specify city and state)_____ Delivery Charge, if any: \$_____

The City of Los Angeles Harbor Department ("Department or "City) would like to receive a price quote on the following goods and services(s):

LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
BADGER AVENUE-HENRY FORD BRIDGE MOTOR AND MACHINERY BRAKES, BRAKE PADS, INSTALLATION, AND ALIGNMENT SERVICES					
ADDITIONAL MINIMUM REQUIREMENTS AND SPECIFICATIONS AS DESRIBED IN ATTACHMENT A					
1	2	EA	MOTOR BRAKES, DELLNER BUBENZER MODEL SB8.1-ED50/6S CALIPER DISC BRAKE	\$	\$
2	2	EA	MACHINERY BRAKES, DELLNER BUBENZER MODEL SB8.1 – ED80/6S CALIPER DISK BRAKE	\$	\$
3	4	EA	SPARE PARTS, DELLNER BUBENZER BRAKE PAD SB 8.1 PART NO. 81-251.540	\$	\$
4		<input type="checkbox"/> LOT <input type="checkbox"/> HOUR	ON-SITE INSTALLATION AND BRAKE ALIGNMENT BY DELLNER BUBENZER TECHNICIAN	\$	\$

LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5	1	LOT	PARTS SHIPPING TO JOBSITE 3 RD PARTY CARRIER	\$	\$
6	1	LOT	PARTS DELIVERY TO JOBSITE BY VENDOR	\$	\$
GRAND TOTAL BID (EXCLUDING SALES TAXES)				\$	

CONTRACTUAL TERMS

LABOR RATES

Rates by which line 4 is calculated:

Straight time, per hour: \$ _____

Minimum Hours Billed: _____

Regular Business Hours: _____

Overtime, per hour (Weekdays): \$ _____

Minimum Hours Billed: _____

Overtime, per hour (Saturdays): \$ _____

Minimum Hours Billed: _____

Overtime, per hour (Sundays): \$ _____

Minimum Hours Billed: _____

Overtime, per hour (Holidays): \$ _____

Minimum Hours Billed: _____

VENDOR CONTACT FOR CONTRACTUAL/PAYMENT ISSUES:

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____

VENDOR CONTACT ON JOB SITE:

Contact Person:

Title:

Telephone:

Email Address:

BIDDING 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.

PRE-AWARD CONFERENCE.

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

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 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.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

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

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

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>

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.**

MATERIALS, EQUIPMENT, AND SERVICE

AUTHORIZED DISTRIBUTOR/DEALER

Bidder must indicate if it is an authorized factory distributor/dealer for the materials being quoted (please check one and 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.

WARRANTY. Terms of warranty on materials and labor. Free PARTS AND SERVICE (LABOR) for defective parts and workmanship for the following time period after job has been completed:

Materials: _____ Labor: _____

Please provide additional warranty terms with bid, if applicable.

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).

PAINT/ARCHITECTURAL COATINGS. All paint/architectural coatings furnished to the City of Los Angeles Harbor Department must comply with all current requirements of the South Coast Air Quality Management District Rule 1113. Vendor certifies that the product offered complies with all requirements.

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.

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 425 S. Palos Verdes Street, San Pedro, CA 90731

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.

REMOVAL, CLEANUP, AND DEMOBILIZATION. Upon completion of the Contracted Work, the Contractor shall remove all of its tools, materials and other articles from the property of the City. Should the Contractor fail to take prompt action to this end, the City, at its option and without waiver of such other rights as it may have, upon thirty (30) calendar days' notice, may treat such items as abandoned property. The Contractor shall also sweep all floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Contracted Work and shall maintain the Jobsite in a clean, orderly and safe condition at all times until completion of the contracted work.

Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

Failure of the Contractor to comply with the City of Los Angeles Harbor Department Project Manager (PM) cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

INSPECTION RESPONSIBILITY. Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to site conditions and specification requirements.

CHEMICALS. AS DIRECTED BY THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND THE HAZARDOUS SUBSTANCES INFORMATION AND TRAINING ACT OF 1980, VENDOR MUST PROVIDE A MATERIAL SAFETY DATA SHEET FOR ALL CHEMICALS FURNISHED. THE HARBOR DEPARTMENT RESERVES THE RIGHT TO REFUSE ALL DELIVERIES NOT ACCOMPANIED BY A MATERIAL SAFETY DATA SHEET.

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 or her agents.

INSURANCE/LIMITS

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 and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of 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:

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 five million Dollars (\$5,000,000.00) 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. **Any and all exclusions pertaining to railroads must be deleted.**

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.

The Port of Los Angeles, its officers, officials and volunteers are to be covered as additional insureds, evidence of which will be provided in a form of endorsement satisfactory to the Port. For any claims related to this contract, the vendor's insurance coverage shall be primary insurance as respects the Port of Los Angeles, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the Port of Los Angeles, its officers, officials, employees, or volunteers shall be excess of the vendor's insurance and shall not contribute to it.

Vendor hereby grants to the Port of Los Angeles a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Port of Los Angeles by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Port of Los Angeles has received a waiver of subrogation endorsement from the insurer.

Professional Liability

Vendor is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Purchase Order. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Vendor certifies that it now has professional liability insurance in the amount of one million Dollars (\$1,000,000.00), which covers work to be performed pursuant to this Purchase Order and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of the Agreement.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

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

DELIVERY

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, 90744.

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

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

SHIPPING CHARGES – COMMON CARRIER. Shipping/Freight charges for parts and materials from manufacturer to vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.

DELIVERY CHARGES – BY VENDOR.

Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

FINANCIALS

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

COMPANY: _____

REMIT
TO:

ADDRESS: _____

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**

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.

SALES TAX

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

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

Permit Number: _____ ☐ N/A – Invoice(s) 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.**

GENERAL RULES AND REGULATIONS

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.

THE FOLLOWING WILL APPLY SHOULD THE LABOR COSTS QUOTED IN LINE 4 EXCEED \$25,000.00:

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]).
- 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.

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.

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 | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR | <input type="checkbox"/> FINISHER | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MECHANIC | <input type="checkbox"/> GLAZERS | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | <input type="checkbox"/> SOUND/COMMM | <input type="checkbox"/> SURVEYORS | |

SUBCONTRACTOR: ☐ N/A

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 | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR | <input type="checkbox"/> FINISHER | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MECHANIC | <input type="checkbox"/> GLAZERS | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | <input type="checkbox"/> SOUND/COMMM | <input type="checkbox"/> SURVEYORS | |

(Attach additional sheets if necessary)

ESTIMATED PROJECT DURATION: _____

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 allowed to provide their BTRC/Exemption number after award of contract but before payment.**

BTRC/BTRC Exemption Number: _____.

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

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>

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.

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.

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.

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.

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'S RAMP ID Number(s): _____

END

Bidder Certification

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)	Awarding Authority (Department awarding the contract)
12974	HARBOR
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



20026 Hickory Twig Way
Spring, Texas 77388
U.S.A.

PHONE +1 832 482 4830
FAX +1 281 288 2114
EMAIL info@dellnerbubenzer.com

LINE 1 **BADGER AVENUE BRIDGE (AKA HENRY FORD BRIDGE)**
MOTOR & MACHINERY BRAKES, SPARE BRAKE PADS & INSTALLATION

MOTOR BRAKES

Description

DELLNER BUBENZER

Model SB8.1-Ed50/6S Caliper Disc Brake

Max Brake Torque ($\mu=0.4$): 985 Nm

Based on a 15.75" (400mm) Disc

Including:

- external brake spring
- weather execution
- sintered brake linings
- stainless steel spindle and pivot pins
- automatic wear compensator
- manual release handle
- manual release limit switch
- brake set limit switch
- brake released limit switch

Eldro Ed50/6S Thruster

Supply Voltage: 460 VAC, 3 phase, 60 Hz.

Ambient temperatures -13°F to +122°F

Morlina H10 Fluid


LINE 2 MACHINERY BRAKES
Description

DELLNER BUBENZER

Model SB8.1-Ed80/6S Caliper Disc Brake

Max Brake Torque ($\mu=0.4$): 1980 Nm

Based on a 19.68" (500mm) Disc

Including:

- external torque spring
- weather execution
- sintered brake linings
- stainless steel spindle and pivot pins
- automatic wear compensator
- manual release handle
- manual release limit switch
- brake set limit switch
- brake released limit switch

Eldro Ed80/6S Thruster

Supply Voltage: 460 VAC, 3 phase, 60 Hz.

Ambient temperatures -13°F to +122°F

Morlina H10 Fluid

LINE 3 SPARE PARTS
Description

DELLNER BUBENZER

Brake Pad SB 8.1

Part No. 81-251.540

Sold in Sets of 2

LINE 4 ON SITE INSTALLATION
Description

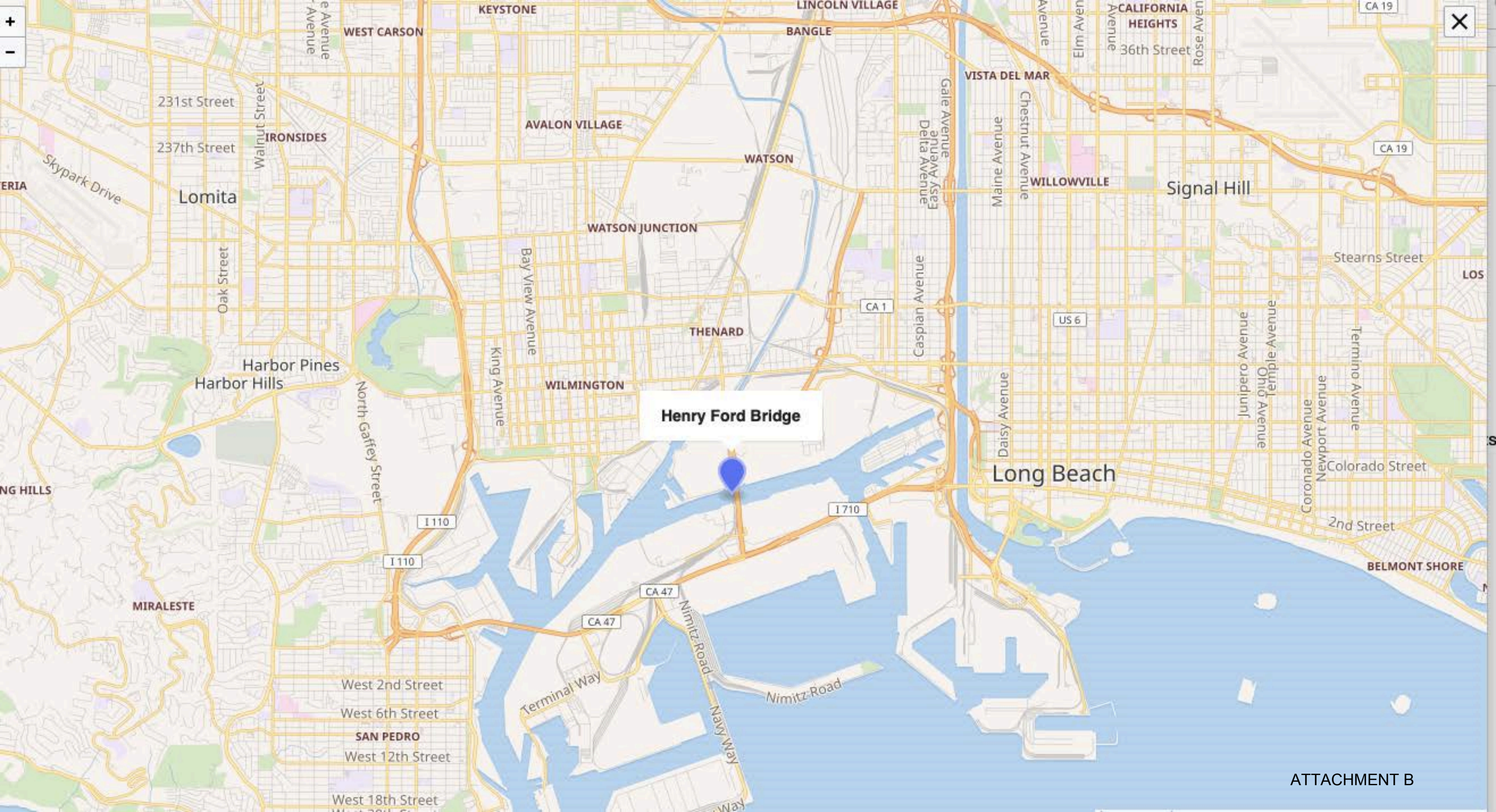
On site installation & set up of brakes by a Dellner Bubenzer technician

Includes:

- removal of 4 existing brakes
- installation of 4 new brakes
- set up and adjustment of new brakes

Not Included (By Others)

- wiring of thruster motors & limit switches



Henry Ford Bridge