

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

BID NO. F-1221 Page 1
 Show this number on envelope.

Contract No. 40062

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: _____ ON THE _____ DAY OF _____, 2024
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name _____

Phone _____ Fax _____

Address _____
Street City State Zip

Signature _____ Printed Name _____ Printed Title _____

Signature _____ Printed Name _____ Printed Title _____

(Approved Corporate Signature Methods)

(AFFIX CORPORATE SEAL HERE)

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

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

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

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2024 _____ <small>Notary Seal Signature</small>	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department _____ <small>Date</small>	Approved as to form and legality _____, 2024 City Attorney BY _____ Deputy
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1221

SUBMIT BID TO :

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

OFFICE HOURS:

7:30 a.m. – 4:30 p.m.
Monday through Friday (excluding Holidays)

**BID DUE BEFORE
2:00 PM
SEPTEMBER 12, 2024**

**BIDS WILL BE PUBLICLY
OPENED**

Buyer: Leticia Caldera, Management Analyst (310) 732-3890

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS AND DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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BIDS are requested for the annual requirements of the Los Angeles Harbor Department for the following, to be furnished and delivered as may be required during a one-year period from effective date of the agreement: **RENTAL, TRENCH PLATES (STEEL) AND HYDRAULIC SHORING**

PRICES TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX. "CHARGES AND FEES" INCLUDE BUT ARE NOT LIMITED TO DELIVERY, FREIGHT, SHIPPING, HANDLING, ETC.

1. **COVERS, TRENCH PLATE (STEEL)**. Rental to include the following sizes:

THE FOLLOWING IS A LISTING OF THOSE SIZES THAT ARE RENTED **MOST FREQUENTLY** BY THE HARBOR DEPARTMENT:

		Regular Smooth	/	Treated, Non-Skid
1 in. x 4 ft. x 8 ft.	Per Day	\$ _____		\$ _____
1 in. x 6 ft. x 10 ft.	Per Day	\$ _____		\$ _____
1-1/2 in. x 6 ft. x 10 ft.	Per Day	\$ _____		\$ _____
1 in. x 8 ft. x 10 ft.	Per Day	\$ _____		\$ _____

REQ. NO.: E-25-0008
NOTIFY: P. Hazelett

STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER.
TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.

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**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1221

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THE FOLLOWING IS A LISTING OF THOSE SIZES THAT MAY BE RENTED FROM TIME TO TIME BY THE HARBOR DEPARTMENT:

		Regular Smooth	/	Treated, Non-Skid
5/8 in. x 3 ft. x 4 ft.	Per Day	\$ _____		\$ _____
3/4 in. x 4 ft. x 5 ft.	Per Day	\$ _____		\$ _____
1 in. x 5 ft. x 10 ft.	Per Day	\$ _____		\$ _____
1-1/2 in. x 4 ft. x 8 ft.	Per Day	\$ _____		\$ _____

DELIVERY (Trench Plate Covers):

Vendor to indicate minimum rental period, if any: _____ Days

Pick-Up/Delivery Charge, if any, to include placement at evacuation.

Portal to Portal..... Crane Truck, Per Hour \$ _____

Crane Truck/Trailer, Per Hour \$ _____

Crane Truck with Helper, Per Hour \$ _____

Vendor to indicate whether service is available on a 24-hour basis: Yes _____ No _____

Vendor to indicate minimum time required for delivery after telephone notification: _____

Vendor to indicate maximum time required for delivery after telephone notification: _____

2. SHORING, HYDRAULIC. Rental to include the following sizes, available in 3-1/2 ft., 5 ft. and 7 ft. Rails:

THE FOLLOWING IS A LISTING OF THOSE SIZES THAT ARE RENTED **MOST FREQUENTLY** BY THE HARBOR DEPARTMENT:

<u>Trench Width</u>	<u>Weekly Rate/Per Day</u>	<u>Monthly Rate/Per Day</u>
25" – 42"	_____ / _____	_____ / _____
31" – 45"	_____ / _____	_____ / _____
40" – 64"	_____ / _____	_____ / _____
49" – 73"	_____ / _____	_____ / _____
61" – 97"	_____ / _____	_____ / _____

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Above shore widths in 9 ft. Rails: _____ % x Regular Shore, Per Day
_____ % x Regular Shore, Per Month

THE FOLLOWING IS A LISTING OF THOSE SIZES THAT MAY BE RENTED FROM TIME TO TIME (INFREQUENT RENTALS) BY THE HARBOR DEPARTMENT:

<u>Trench Width</u>	<u>Weekly Rate/ Per Day</u>	<u>Monthly Rate/Per Day</u>
17" – 27"	_____ / _____	_____ / _____
22" – 36"	_____ / _____	_____ / _____
34" – 51"	_____ / _____	_____ / _____
34" – 56"	_____ / _____	_____ / _____
43" – 60"	_____ / _____	_____ / _____
52" – 88"	_____ / _____	_____ / _____
79" – 115"	_____ / _____	_____ / _____

Above shore widths in 9 ft. Rails: _____ % x Regular Shore, Per Day
_____ % x Regular Shore, Per Month

DELIVERY (Hydraulic Shoring):

Vendor to indicate minimum rental period, if any: _____ Days

Pick-Up/Delivery Charge, if any, to include placement at evacuation.

Portal to Portal, FLAT BED Per Hour \$ _____

Portal to Portal, FLAT BED, W/ HELPER Per Hour \$ _____

Vendor to indicate whether service is available on a 24-hour basis: Yes _____ No _____

Vendor to indicate minimum time required for delivery after telephone notification: _____

Vendor to indicate maximum time required for delivery after telephone notification: _____

3. TOOLS, SHORING. Rental includes the following equipment:

<u>Shoring Tools</u>	<u>Weekly Rate/Per Day</u>	<u>Monthly Rate/Per Day</u>
Pump, Complete, 5-gallon	_____ / _____	_____ / _____
Tool, Release	_____ / _____	_____ / _____
Hook, Release	_____ / _____	_____ / _____

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Harness, Lifting, 4-leg _____ / _____ _____ / _____
 Lifting Eye, Steel Plate _____ / _____ _____ / _____

PURCHASE:

Fluid, Shoring Per Quart \$ _____ Per Case \$ _____

Lifting Eye, price to replace should Lifting Eye not be returned: \$ _____

Vendor to indicate whether service is available on a 24-hour basis: Yes _____ No _____

Vendor to indicate minimum time required for delivery after telephone notification: _____

Vendor to indicate maximum time required for delivery after telephone notification: _____

4. BOXES, TRENCH (Flex-Shield):

THE FOLLOWING IS A LISTING OF THOSE SIZES OF FLEX-SHIELD TRENCH BOXES THAT ARE RENTED **MOST FREQUENTLY** BY THE HARBOR DEPARTMENT:

<u>Type</u>	<u>Height</u>	<u>Length</u>	<u>Wall Thickness</u>	<u>Spreader Size</u>	<u>Weekly Rental</u>	<u>Monthly Rental</u>
Steel	8'	6'	3-3/8"	4 x 4	\$ _____	\$ _____
Aluminum	8'	6'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	4'	8'	3-3/8"	4 x 4	\$ _____	\$ _____
Aluminum	4'	8'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	6'	8'	3-3/8"	4 x 4	\$ _____	\$ _____
Aluminum	6'	8'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	8'	8'	3-3/8"	4 x 4	\$ _____	\$ _____
Aluminum	8'	8'	3-3/8"	4 x 4	\$ _____	\$ _____

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THE FOLLOWING IS A LISTING OF THOSE SIZES OF FLEX-SHIELD BOXES THAT ARE RENTED FROM TIME TO TIME (INFREQUENT) BY THE HARBOR DEPARTMENT:

<u>Type</u>	<u>Height</u>	<u>Length</u>	<u>Wall Thickness</u>	<u>Spreader Size</u>	<u>Weekly Rental</u>	<u>Monthly Rental</u>
Steel	4'	6'	3-3/8"	4 x 4	\$ _____	\$ _____
Aluminum	4'	6'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	6'	6'	3-3/8"	4 x 4	\$ _____	\$ _____
Aluminum	6'	6'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	4'	10'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	6'	10'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	8'	10'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	4'	12'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	6'	12'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	8'	12'	3-3/8"	4 x 4	\$ _____	\$ _____
Steel	4'	16'	4-3/8"	5 x 5	\$ _____	\$ _____
Steel	6'	16'	4-3/8"	5 x 5	\$ _____	\$ _____
Steel	8'	16'	4-3/8"	5 x 5	\$ _____	\$ _____
Steel	10'	16'	4-3/8"	5 x 5	\$ _____	\$ _____
Steel	4'	20'	4-3/8"	5 x 5	\$ _____	\$ _____
Steel	6'	20'	4-3/8"	5 x 5	\$ _____	\$ _____
Steel	8'	20'	4-3/8"	5 x 5	\$ _____	\$ _____
Steel	10'	20'	4-3/8"	5 x 5	\$ _____	\$ _____
Steel	4'	24'	6-1/2"	5 x 5	\$ _____	\$ _____
Steel	6'	24'	6-1/2"	5 x 5	\$ _____	\$ _____
Steel	8'	24'	6-1/2"	5 x 5	\$ _____	\$ _____
Steel	10'	24'	6-1/2"	5 x 5	\$ _____	\$ _____
Steel	4'	26'	6-1/2"	7 x 7	\$ _____	\$ _____
Steel	12'	16'	6-1/2"	7 x 7	\$ _____	\$ _____
Steel	12'	26'	6-1/2"	7 x 7	\$ _____	\$ _____

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DELIVERY (Trench Boxes):

Vendor to indicate minimum rental period, if any: _____ Days

Portal to Portal.....Crane Truck, Per Hour \$_____

Crane Truck/Trailer, Per Hour \$_____

Crane Truck with Helper, Per Hour \$_____

Vendor to indicate whether service is available on a 24-hour basis: Yes _____ No _____

Vendor to indicate minimum time required for delivery after telephone notification: _____

Vendor to indicate maximum time required for delivery after telephone notification: _____

5. BOX, MANHOLE

THE FOLLOWING IS THE **MOST FREQUENTLY** RENTED MANHOLE BOX BY THE HARBOR DEPARTMENT:

Manhole Box, 8' x 8' x 8' (Three Stacked equals 24' Deep):

Weekly Rental, Per Box \$_____ Monthly Rental, Per Box \$_____

DELIVERY (Trench Boxes):

Vendor to indicate minimum rental period, if any: _____ Days

Portal to Portal.....Crane Truck, Per Hour \$_____

Crane Truck/Trailer, Per Hour \$_____

Crane Truck with Helper, Per Hour \$_____

Vendor to indicate whether service is available on a 24-hour basis: Yes _____ No _____

Vendor to indicate minimum time required for delivery after telephone notification: _____

Vendor to indicate maximum time required for delivery after telephone notification: _____

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6. TRACK CLEAN

Track clean 10' x 8'

Daily \$ _____

Weekly \$ _____

4-week \$ _____

DELIVERY

Vendor to indicate whether service is available on a 24-hour basis: Yes _____ No _____

Vendor to indicate minimum time required for delivery after telephone notification: _____

Vendor to indicate maximum time required for delivery after telephone notification: _____

7. 8' x 12' x 1" TREATED Trench Top..... \$ _____

DELIVERY

Vendor to indicate whether service is available on a 24-hour basis: Yes _____ No _____

Vendor to indicate minimum time required for delivery after telephone notification: _____

Vendor to indicate maximum time required for delivery after telephone notification: _____

MISCELLANEOUS SERVICES. The Harbor Department requests the option to purchase miscellaneous additional services, not to exceed \$500.00 per order, during the contract period.

Bidder to state: Option Granted Option Not Granted

SERVICE RESPONSE / DELIVERY. All deliveries shall be made to any location within the jurisdiction of the Los Angeles Harbor Department (San Pedro, Wilmington, and Terminal Island Districts). A specific delivery location will be identified at the time of an order.

RENTAL RATES. The lowest rental rate for a total rental period shall always apply. Rental rates shall not apply to down time caused by service, repair or replacement for which the contractor is responsible, nor to down time exceeding 1/2 hour for minor adjustment and repair performed by the Harbor Department.

DELIVERY. All deliveries shall be made to the Los Angeles Harbor Department Wilmington, San Pedro or Terminal Island Area. Harbor Department shall specify exact delivery location at time of order.

Vendor to indicate location from which delivery will be originating:

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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: _____

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. The card is to be purchased and maintained at contractor expense. TWIC enrollment details can be found at www.tsa.gov/for-industry/twic or by phone at [\(855\) 347-8371](tel:8553478371).

ATTACHMENTS

- Form 50 – Bidder Certification
- Form 55 – Prohibited Contributors (Bidders)

BIDDER INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to provide one (1) original and one (1) copy of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

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

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 Business Assistance Virtual Network website – www.labavn.org. 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.

BID SUBMITTAL TIMELINESS. Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items as it may deem necessary, unless otherwise stated herein.

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SUPPLIER CONTACT INFORMATION

Contact Person: _____

Title: _____

Telephone No.: _____

E-Mail Address: _____

24 Hour Contact No.: _____

CONTRACTUAL TERMS

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

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be **\$100,000.00** 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.

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 vendors 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.

TERMINATION FOR NON-APPROPRIATION. The Port's (City's) obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative

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appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

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

Yes: _____ No: _____

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

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

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following period after equipment has been accepted:

MATERIAL, EQUIPMENT, SERVICE

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

MAKES, MODELS & BRAND NAMES. Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

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.

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INSURANCE REQUIREMENTS

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 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.

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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 contract with the City of Los Angeles Harbor Department. For each contractually required insurance, 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.

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 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

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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.

Where Vendor's operations involve work within 50 feet of railroad track, Vendor's Commercial General Liability coverage shall also have the railroad exclusion 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. 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.

Where City owned vehicles are in the custody of the Vendor for towing or hauling, Vendor shall additionally procure and maintain On-Hook Liability insurance, subject to the same terms as noted above. As a minimum, such coverage shall include, but not be limited, to damage for: Collision, Fire, Theft, Explosion and Vandalism.

Where City owned vehicles are in the custody of the Vendor for safekeeping, storage and repair, Vendor shall additionally procure and maintain Garagekeepers Legal Liability insurance in the amount of \$1,000,000, subject to the same terms as noted above.

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.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS: _____ (initial)

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

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

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.

FINANCIAL TERMS

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

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

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

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.**

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

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

The State of California Franchise Tax Board (FTB) requires 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 is able to clarify their nonresident tax withholding status. **IF THE W-9 FORM INDICATES AN ADDRESS OUTSIDE OF CALIFORNIA, A TAX WITHHOLDING FORM SHALL BE REQUIRED.**

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (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/BTRC Exemption Number: _____.

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VENDOR PAYMENT. Please note: Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: _____

ADDRESS: _____

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

TIME AND MATERIALS WITH NO FIXED FEE. All invoices with payments for time and materials must be supported by time sheets.

NOTE: Those invoices with fixed fee rates do not require time sheets.

GENERAL RULES AND REGULATIONS

ETHICS. Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided as attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

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

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effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

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

RAMP ID Number: _____

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

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.

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.

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

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

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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, California 90731.

ENVIRONMENTAL MANAGEMENT SYSTEM. The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost-effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost-effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

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.

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.

FORMAL REQUEST FOR BID

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

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GENERAL CONDITIONS READ CAREFULLY

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.

- CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-11xx
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: Monday, April 4, 2022

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 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the 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