REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12784
(_SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: APRIL 19, 2021

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 - FRIDAY (EXCLUDING HOLIDAYS)

SHIP TO ADDRESS:
PORT OF LOS ANGELES
STORES WAREHOUSE
BERTH 161
500 PIER A STREET
WILMINGTON, CA 90744

Or, as directed by Department Personnel

Buyer: Jacquelyn Estrada, Procurement Analyst  jestrada@portla.org

PLEASE EMAIL RESPONSE TO: JESTRADA@PORTLA.ORG

BIDS are requested for the annual requirements of the Los Angeles Harbor Department for SCAFFOLDING, RENTAL AND SERVICES, to be furnished and delivered as may be required during a one-year period from June 13, 2021 to June 12, 2022, with two optional one-year renewal periods.

SCAFFOLDING RENTAL: Contractor shall provide all related items for the delivery, erecting, dismantling, and rental of scaffolding including but not limited to: Sectional, tube and clamp, and systems scaffolding, rolling tower, trench shoring, power swing, and seating products.

PRICES TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX.

Time of delivery: ___________________ days after receipt of order: Terms ___________________ % discount __________________ days.

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

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

NOTIFY:

P. Hazelett
E-21-0083
32058-21
Prev: 31905
JLE 032321

Firm Name
Mailing Address
City  State  Zip
Phone No.  Fax No.

REMITTANCE ADDRESS - Unless bidder indicates otherwise the City will remit to the above address for items received.

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

Authorized Signature  Print Name and Title
PRORATION: There is a 28-day minimum (one month) rental period. However, the City may elect to rent scaffolding for a period less than 28 days. The City will provide the contractor with an estimate of the time period that scaffolding will be required for purposes of a rental quote.

Should any unit be rented for a period less than four (4) weeks, the rental rate for that period shall be prorated at 1/28th (one day) of the 4-week (monthly) rental rate for each day less than four (4) weeks.

Conversely, should any unit be rented for a period in excess of any four (4) week (one month) increment, the rental rate for that period shall be prorated at 1/28th of the four (4) weeks’ rate for each day above any four (4) week period.

Monthly Rate: Rental rates shall be "Monthly". Monthly Rate is equivalent to Four (4) Week Period or 28-Day Calendar Period. Rental rate shall be all-inclusive. Any exception shall be noted by vendor.

1. LABOR

DEFINITIONS:

Straight Time Rates: Apply to the first eight (8) hours worked between _____ AM to _____ PM, Monday through Friday.

Overtime Rates: Apply to all hours worked over eight (8) hours on Monday through Friday, and all hours worked on Saturdays.

Double Time Rates: Apply to all hours worked on Sundays and holidays. Applicable holidays are:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Veteran's Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>

Additional Holidays: ____________________________________________

a) Scaffold Foreman ................. Per Regular Hour $__________
   Per Overtime Hour $__________
   Per Sunday/Holiday Hour $__________

b) Scaffold Builder .................. Per Regular Hour $__________
   Per Overtime Hour $__________
   Per Sunday/Holiday Hour $__________
c) Scaffold Helper. Per Regular Hour $__________
    Per Overtime Hour $__________
    Per Sunday/Holiday Hour $__________

Normally, the Harbor Department will provide off-load and/or re-load assistance. If the Harbor Department is unable to provide off-load or re-load assistance at job site, bidder shall state off-loading/re-loading labor rates:

d) Off-Loading / Re-Loading Labor Rates. Per Regular Hour $__________
    Per Overtime Hour $__________

2. DELIVERY / RETURN
   Per Load $__________

   a) Standard Delivery / Return Rates: $__________ (each way)
   b) Semi-Load Delivery / Return Rates: $__________ (each way)

   Location of Vendor’s Yard (Address):
   __________________________________________
   __________________________________________

3. PARTS, REPLACEMENT, SCAFFOLDING
   Per Load $__________
   Please attach Price List

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

Check one:

☐ Option Granted  ☐ Option Not Granted

ON-SITE SUPERVISION. Contractor is required to have an On-Site Supervisor at all times during the erection and the dismantling of the scaffolding.

UTILITIES. Unless otherwise specified, the contractor will be responsible for all utilities.
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: ______________

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

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

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

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

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

   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 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.:

________________________________________________________

Subcontractor State of California DIR Registration No.:

________________________________________________________

(Attach additional sheets if necessary)

DIR REPORTING LABOR CLASSIFICATIONS:

**PRIME CONTRACTOR:**

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

- ☐ ASEBSTOS
- ☐ CARPET/LINOLEUM
- ☐ ELECTRICIANS
- ☐ LABORERS
- ☐ PILE DRIVERS
- ☐ SHEET METAL
- ☐ TILE WORKERS
- ☐ BOILERMaker
- ☐ CEMENT MASONs
- ☐ ELEVATOR
- ☐ MECHANIC
- ☐ MILLWRIGHTS
- ☐ PIPE TRADES
- ☐ SOUND/COMMM
- ☐ BRICKLAYERs
- ☐ DRYWALL
- ☐ FINISHER
- ☐ GLAZERS
- ☐ OPERATING ENG
- ☐ PLASTERERS
- ☐ SURVEYORS
- ☐ CARPENTERS
- ☐ DRYWALL/LATHERS
- ☐ IRON WORKERS
- ☐ PAINTERS
- ☐ ROOFERS
- ☐ TEAMSTER

**SUBCONTRACTOR:**

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

- ☐ ASEBSTOS
- ☐ CARPET/LINOLEUM
- ☐ ELECTRICIANS
- ☐ LABORERS
- ☐ PILE DRIVERS
- ☐ SHEET METAL
- ☐ TILE WORKERS
- ☐ BOILERMaker
- ☐ CEMENT MASONs
- ☐ ELEVATOR
- ☐ MECHANIC
- ☐ MILLWRIGHTS
- ☐ PIPE TRADES
- ☐ SOUND/COMMM
- ☐ BRICKLAYERs
- ☐ DRYWALL
- ☐ FINISHER
- ☐ GLAZERS
- ☐ OPERATING ENG
- ☐ PLASTERERS
- ☐ SURVEYORS
- ☐ CARPENTERS
- ☐ DRYWALL/LATHERS
- ☐ IRON WORKERS
- ☐ PAINTERS
- ☐ ROOFERS
- ☐ TEAMSTER

(Attach additional sheets if necessary)
JOB ESTIMATES. A written estimate is required to be submitted to the Construction & Maintenance Division designated project manager for all projects. Such estimate is to include a breakdown of material and labor hours required. The estimate must be approved by a Construction & Maintenance Division manager and a Sub-purchase Order Number provided prior to the commencement of work.

ESTIMATES. Vendor is to provide an estimate within Twenty-Four (24) hours of a request for quote for service. All estimates provided by the vendor must include, but not be limited to, a detailed job breakdown indicating: materials (rental rates), quantities, labor hours, and miscellaneous supplies. All estimates will be subject to the approval of a Construction & Maintenance manager. Any changes to the original estimate must be submitted in writing and approved by a Construction & Maintenance manager. In the event that an estimate is considered excessive, the Harbor Department reserves the right to purchase materials and/or services off contract.

SHIPPING CHARGES. Please prepay and add shipping or delivery charges to your invoices. Ship cheapest way, unless otherwise specified herein, for goods to arrive within the time specified above. Please include copy of your freight bill with your invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON THIS ORDER.

INVOICES. All invoices provided by the vendor must include, but not be limited to, a detailed job breakdown indicating materials, quantities, labor hours, and miscellaneous hardware/supplies referencing applicable rates in the purchase order.

WORKSHEETS. Bidder must complete the two (2) Worksheets showing net prices to the City of Los Angeles Harbor Department. The Worksheets are for evaluation purposes only and are not intended to be restrictive in any way. Failure to complete and return the Worksheets with the bid may void bid.

WORKSHEET NO. 1 - See Attachment.

WORKSHEET NO. 2 (Following): All prices quoted should conform to Harbor Department Specifications and incorporate the rental rates and labor rates as quoted in this bid. Bids not complying with prices quoted herein may be rejected. Prices quoted shall include, but not be limited to, materials, supplies, labor and delivery.
The following are examples of various scaffolding jobs that may be required by the Harbor Department. Please provide quotes for these jobs.

1. **ROLLING TOWER WITH ONE (1) DECK USING SYSTEM SCAFFOLD, 6’ X 6’ X 18’H**

   - Equipment rental, one (1) month ........................................... Total $___________
   - Delivery/pick-up charge, if any .......................... Total both ways $___________
   - Other, please specify ............................................................ Total $___________

   Materials Total = $___________

   Labor, estimated number of regular hours to complete job ............
   Labor rate .......................................................... Per hour $___________

   Labor Total = $___________

   **Job Total (Labor + Materials)** $___________

2. **STATIONARY TOWER WITH ONE DECK, TUBE & CLAMP 6’ X 6’ X 18H**

   - Equipment rental, three (3) weeks ........................................... Total $___________
   - Delivery/pick-up charge, if any ................................... Total both ways $___________
   - Other, please specify ............................................................ Total $___________

   Materials Total = $___________

   Labor, estimated number of regular hours to complete job ............
   Labor rate .......................................................... Per hour $___________

   Labor Total = $___________

   **Job Total (Labor + Materials)** $___________
3. FRAME SCAFFOLD WITH THREE (3) DECKS, 3’ W X 100’L X 30’H

   Equipment rental, one (1) month ........................................ Total $___________
   Delivery/pick-up charge, if any ....................................Total both ways $___________
   Other, please specify ................................................ Total $___________

   Materials Total = $___________

   Labor, estimated number of regular hours to complete job ..............
   Labor rate ................................................................. Per hour $___________
   Labor Total = $___________

   Job Total (Labor + Materials) $___________

4. SYSTEM SCAFFOLD WITH THREE (3) DECKS, 3’W X 100’L X 30’H

   Equipment rental, three (3) weeks................................. Total $___________
   Delivery/pick-up charge, if any ...............................Total both ways $___________
   Other, please specify ................................................ Total $___________

   Materials Total = $___________

   Labor, estimated number of regular hours to complete job ..............
   Labor rate ................................................................. Per hour $___________
   Labor Total = $___________

   Job Total (Labor + Materials) $___________
INSURANCE WAIVER OF SUBROGATION FEE:

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

(If YES, check/complete all that apply)

☐ Flat Fee: $______________________

☐ Fee as a percentage of labor costs: _____%  

☐ Fee per hour of labor: $______________

☐ Whichever is greater

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(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org 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(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

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

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

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12784
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: APRIL 19, 2021

SUPPLIER CONTACT INFORMATION:

Contact Person: __________________________________________________

Title: ___________________________________________________________

Telephone No.: ___________________________________________________

Fax 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 $95,000.00 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 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 new equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted:

- Parts: ____________________
- Labor: ____________________

Please provide additional warranty terms with bid, if applicable.

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.

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.
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.

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 one million Dollars ($1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor’s insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured...
endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days’ notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than one million Dollars ($1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days’ notice of cancellation for any other reasons.

Workers’ Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers’ Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker’s Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

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
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.

CARE & CUSTODY. The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his/her possession or the possession of any of his/her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his/her possession or the possession of any of his/her agents.

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.

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 physical.

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.

DELIVERY

DELIVERY. Delivery is requested within two (2) days after the vendor receives an order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. Port of Los Angeles, Stores Warehouse, Berth 161, 500 Pier A Street, Wilmington, CA 90744, OR AS SPECIFIED IN THE REQUEST FOR ESTIMATE.
REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12784

BID DUE BEFORE 2:00 PM ON: APRIL 19, 2021

FINANCIAL SECTION

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.

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 BTRC after award.

BTRC/BTRC Exemption Number: ________________________________.

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

______________________________

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.
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.

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

PREVAILING WAGE \ PUBLIC WORKS CONTRACTS. Contractor, in performance of this Public Works Contract, shall comply with all provisions of Section 425 of the Charter of the City of Los Angeles and of the Labor Code of the State of California including, but not limited to, those sections requiring payment of prevailing wages and the employment\training of apprentices.

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 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.

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 three months or longer 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 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 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.

SMALL & LOCAL BUSINESS (SLB) PROGRAM

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

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

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

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

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

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

CITY OF LOS ANGELES  
HARBOR DEPARTMENT  

BID NUMBER: 12784  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: APRIL 19, 2021**

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**COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

**DEFAULT BY SUPPLIER.** In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

**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.

**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

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

________________________________________________________________________________

__________________________________________________________________________________________

_________________________________  
_________________________________________________________
REQUEST FOR BID

BID NUMBER: 12784

BID DUE BEFORE 2:00 PM ON: APRIL 19, 2021

SHOW THIS NUMBER ON ENVELOPE

1. FORM OF BID AND SIGNATURE. The Bid must be made on this form only, and
is limited to the Terms and Conditions contained herein, unless expressly agreed
otherwise in writing by the City. No telephonic, facsimile, or electronic bid is
acceptable, unless otherwise indicated. Bids should be enclosed in a sealed
envelope, showing the Bid No. in the lower left corner, and addressed to the Port
of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street,
Wilmington, CA 90744. Bids must be signed with the firm’s corporate name or
DBA and by a responsible officer or authorized employee. In case of error in
extension of prices, unit price will govern. All prices must be firm unless the
specification provides for adjustment.

2. TAXES: Do not include any Sales or Federal Excise Tax in prices unless the
specifications specifically require that they be included. Sales tax will be added
by the City at time of award. The City will furnish Federal Excise Tax Exemption
Certificate to Supplier. Any other taxes must be included in bid prices.

3. SPECIFICATION CHANGES. Vendor may request in writing that specifications
be modified if its provisions restrict vendor from bidding. Such request must be
received by the Director of Purchasing at least five (5) working days before bid
opening date. All vendors will be notified by Addendum of any approved changes
in the specifications.

4. BRAND NAMES AND SPECIFICATIONS. The detailed specifications and/or
brand name references are descriptive and indicate quality, design, and
construction of items required. Offers will be considered to supply articles
substantially the same as those described therein but with minor variations.
Vendor must describe variations in their Bid.

5. AWARD OF CONTRACT. Bid shall be subject to acceptance by the City for a
period of three (3) months unless a lesser period is prescribed in the quotation by
the vendor. The City may make combined award of all items complete to one
vendor or may award separate items to various vendors. Vendors may submit
alternate prices, a lump sum or a discount conditional on receiving an award for
two or more items. The right is reserved to reject any, or all, bids and to waive
informality in bids.

6. PURCHASE AGREEMENT. A copy of the Bid, Specifications and General
Conditions will remain on file in the Purchasing Office. All material or services
supplied by the Contractor shall conform to the applicable requirements of the City
Charter, City Ordinances, and all applicable State and Federal Laws, as well as
conforming to the Specifications, Terms and Conditions contained herein.

7. PRICE GUARANTEE. If during the term of any agreement awarded pursuant to
this Bid, the supplier sells the same materials or services under similar quantity
and delivery conditions, at prices below those stated herein, such lower prices are
to immediately be extended to the City.

8. DEFAULT BY SUPPLIER. In case of default by supplier, the City reserves the
right to procure the articles or services from other sources and to hold the supplier
responsible for any excess costs incurred by the City.

9. DELIVERY: If delivery of the commodity or service cannot be made exactly as
specified and at the price shown, notify the Director of Contracts and Purchasing
immediately. Do not make delivery without his approval. Any correspondence,
other than invoices, relating to this order must be sent to the Director of Contracts
and Purchasing.

10. INSPECTION: All materials furnished on this order will be subject to test and
inspection and, if rejected, will be held subject to order of shipper and subject to
acrued charges.

11. INVOICING: The point of free delivery, terms, contract number, name and
address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be
accompanied by packing list in detail. Material must be packed and shipped in
conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless
otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill
marked paid and is not subject to transportation tax, due to the exemption
permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation
service.

The Harbor Department will not be responsible for services, materials, or supplies
furnished without prior authorization from the Director of Contracts and
Purchasing.

This contract must not be assigned or transferred to anyone without the written
approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete
acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services
or date of invoice, whichever is later, please write the Harbor Department
Accounting Section giving the contract number, stating to which division and on
what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the
Director of Contracts and Purchasing to require complete delivery before payment.

12. TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH
PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED
UP BY TIME SHEETS.

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME
SHEETS.

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

14. PAYMENTS. Payment terms are NET 30 days unless vendor quotes otherwise.
Cash discounts allowing less than 20 days or 20th Proxima will not be considered
by the City when evaluating Bids. All Cash Discounts are computed from the date
of delivery in full or completion and acceptance of the work or material, or from
date of receipt of invoice, whichever is latest. Partial payments may be made by
the City on delivery and acceptance of goods and on receipt of vendor's invoice.
Invoices must be submitted as specified on the Purchase Order or Notice to
Proceed.

15. ASSIGNMENT. The supplier shall not assign or transfer by operation of law any
obligation without the prior written consent of the Director of Contracts and
Purchasing.

16. NONDISCRIMINATION. During the performance of this con-tract, 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
10.13, whose provisions are incorporated herein. All subcontracts awarded
under any such contract shall contain a like nondiscrimination provision.

17. SAFETY APPROVAL. Articles supplied under this contract will not be accepted
unless they comply with current safety regulations of the City Department of
Building and Safety, U.L., the Safety Orders of the California Division of
Occupation Safety and Health (CalOSHA) and OSHA requirements.

18. PREVAILING WAGES. Where labor is required for public work as a part of this
contract, pursuant to the provisions of the Labor Code of the State of California,
contractor shall pay no less than the general prevailing wages for the area as
determined by the Director of the Department of Industrial Relations, State of
California. Copy of wage schedule is obtainable from the Office of the Board of
Public Works, City Hall, Los Angeles.

19. CONTRACTOR’S LIABILITY. The contractor agrees to, at all times, relieve,
protoc, save harmless, and fully indemnify the City of Los Angeles, its officers,
agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

20. PATENT RIGHTS. The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

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

22. TERMINATION FOR NON-APPROPRIATION. The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 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
Bidder must complete this worksheet showing net prices to the City of Los Angeles Harbor Department. This worksheet is for evaluation purposes only and is not intended to be restrictive in any way. Failure to complete and return this worksheet with the bid may void bid.

The Harbor Department reserves the right to rent as many of the items listed below, in whatever quantities deemed necessary, to the extent that the contract is funded. The purpose of this list is to obtain firm rates on the most commonly rented items. This list is not intended to be all-inclusive.

Vendor to indicate minimum rental period, if any: ________________________

Please indicate whether or not the rental rates are subject to sales tax: Yes ___  No ___

The lowest rental rate for any period will prevail.

VENDOR NAME: _________________________________________________________________

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QTY</th>
<th>UOM</th>
<th>DESCRIPTION</th>
<th>RENTAL PRICE PER DAY</th>
<th>RENTAL PRICE PER WEEK</th>
<th>RENTAL PRICE PER MONTH</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>each</td>
<td>Ladder, Access, 4’</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>each</td>
<td>Ladder, Access, 6’</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>each</td>
<td>Ladder, Access, 10’</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>each</td>
<td>Brackets, Access Ladder</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>each</td>
<td>Plank, 7’ Aluminum Plywood</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>each</td>
<td>Deck, Aluminum, with Ply &amp; Hook, 10’</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>each</td>
<td>Adjacent Screw Jack with Base Plate</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>each</td>
<td>Screw Jack, with Socket, 24”</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>each</td>
<td>Adjacent Screw Jack with Socket</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>each</td>
<td>Bolt &amp; Nut, for Scaffold Leg</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>11</td>
<td>1</td>
<td>each</td>
<td>Baseplate, 5” x 5”</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>each</td>
<td>Brace/Punchhole, 5’ x 4’</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>13</td>
<td>1</td>
<td>each</td>
<td>Brace/Punchhole, 7’ x 4’</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>each</td>
<td>Brace/Punchhole, 10’ x 4’</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>15</td>
<td>1</td>
<td>each</td>
<td>Round Base Plates for TubeLoc</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>16</td>
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<td>each</td>
<td>Box Frame, 5’ x 40”</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>17</td>
<td>1</td>
<td>each</td>
<td>Box Frame, 5’ x 4’</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>18</td>
<td>1</td>
<td>each</td>
<td>Box Frame, 5’ x 5’</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>19</td>
<td>1</td>
<td>each</td>
<td>End Frame (PH), 5’ w x 5’ 1”</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
</tr>
<tr>
<td>20</td>
<td>1</td>
<td>each</td>
<td>End Frame (PH), 5’ w x 6’7”</td>
<td>$</td>
<td>- $</td>
<td>- $</td>
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**TOTAL** $ - $ - $
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 _________________.

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**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