

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

BID NO. F-1239 Page 1  
Show this number on envelope

Agreement No.: \_\_\_\_\_

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" on the reverse side of this form. 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 \_\_\_\_\_, 2025  
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)

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 _____, 2025  Notary Seal _____ Signature _____	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  _____ Date	Approved as to form and legality _____, 2025 City Attorney  BY _____ Deputy
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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1239  
(SHOW THIS NUMBER ON ENVELOPE)

<p><b><u>SUBMIT BID TO:</u></b></p> <p>LOS ANGELES HARBOR DEPARTMENT PURCHASING OFFICE, 1ST FLOOR 500 PIER A STREET WILMINGTON, CA 90744</p> <p><b><u>OFFICE HOURS:</u></b></p> <p>7:30 a.m. – 4:30 p.m. MONDAY - FRIDAY (EXCLUDING HOLIDAYS)</p>	<p><b>BID DUE BEFORE</b> <b>2:00 P.M.</b> <b>FEBRUARY 21, 2025</b></p>
<p><b>Buyer:</b> Jacquelyn Estrada, Procurement Analyst      <a href="mailto:JEstrada@portla.org">JEstrada@portla.org</a></p>	<p><b>BIDS WILL BE PUBLICLY OPENED</b></p>

**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.

## **FRAMES, DOORS, FIRE-REPLACEMENT DOORS AND HARDWARE AND INSTALLATION AND REPAIR**

Bids are requested for the annual requirements of the Los Angeles Harbor Department ("Department" or "City") for Frames, Doors, Fire-Replacement Doors, and Hardware, and related Installation and Repair Services, to be furnished and delivered as may be required, upon the execution of the contract for a period of one year commencing on April 26, 2025 and ending on April 25, 2026, including two one-year renewal options, subject to the approval of the Executive Director.

Bids are requested in the form of a **DISCOUNT OR MARKUP** vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List.

### **1. DOORS AND FRAMES**

One (1) copy of the applicable price list(s) **must** be submitted with all invoices. The Price Agreement conditions herein shall apply to discounts/mark-ups quoted.

**Discount** = Vendor's Cost Minus Percentage Specified Below

**Mark-Up** = Vendor's Cost Plus Percentage Specified Below

### **PERFORMANCE STANDARDS:**

Wooden Doors: WDMA/AWS Extra Heavy-Duty, WDMA Premium Custom Grade

Metal Doors: <https://steeldoor.org/fact-file/>

REQ. NO.: E-25-0069 (REQ3835)  
NOTIFY: P. Hazelett  
PAGE 2 012225 JLE  
Prev.:32105

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**

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

<u>Item #</u>	<u>Manufacturer/Brand</u>	<u>Category</u>	<u>Unit of Measure</u>
1A	ASSA Abloy Wood Doors	Wooden Doors	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

<u>Item #</u>	<u>Manufacturer/Brand</u>	<u>Category</u>	<u>Unit of Measure</u>
1B	Curries HM Doors and Frames	Metal Doors and Frames	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

<u>Item #</u>	<u>Manufacturer/Brand</u>	<u>Category</u>	<u>Unit of Measure</u>
1C	Door Components	Hollow Metal Doors and Frames	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

<u>Item #</u>	<u>Manufacturer/Brand</u>	<u>Category</u>	<u>Unit of Measure</u>
1D	Eggers Door	Wooden Doors	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

Item #	Manufacturer/Brand	Category	Unit of Measure
1E	Graham	Wooden Doors	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
1F	Oregon Door	Wooden Doors	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
1G	Security Metals HM Doors and Frames	Metal Doors and Frames	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
1H	Special-Lite Doors	Fiber-Reinforced Polymer (FRP) Doors and Frames	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
1I	Steelcraft Doors and Frames	Metal Doors and Frames	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

Item #	Manufacturer/Brand	Category	Unit of Measure
1J	Tiger Doors and Frames	Metal Doors and Frames	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
1K	Timely Door Frames	Metal Doors and Frames	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
1L	VT Industries	Wooden Doors	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
1M	Western Integrated Frames	Interior Knock-Down Aluminum Frames	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
1N	Other Doors and Frames	Other Doors and Frames	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

## 2. HARDWARE

Item #	Manufacturer/Brand	Category	Unit of Measure
2A	Anemostat	Vision Lites/Louvers	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount <input type="checkbox"/> Markup		%	

Item #	Manufacturer/Brand	Category	Unit of Measure
2B	BEST	Locksets, Cylinders, and Cores	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount <input type="checkbox"/> Markup		%	

Item #	Manufacturer/Brand	Category	Unit of Measure
2C	Corbin Russwin	CL and ML Locks	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount <input type="checkbox"/> Markup		%	

Item #	Manufacturer/Brand	Category	Unit of Measure
2D	Corbin Russwin	Cylinders and Keys	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount <input type="checkbox"/> Markup		%	

Item #	Manufacturer/Brand	Category	Unit of Measure
2E	Corbin Russwin	Parts and Other Items	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount <input type="checkbox"/> Markup		%	

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

<u>Item #</u>	<u>Manufacturer/Brand</u>	<u>Category</u>	<u>Unit of Measure</u>
2F	Don-Jo	All Items	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

<u>Item #</u>	<u>Manufacturer/Brand</u>	<u>Category</u>	<u>Unit of Measure</u>
2G	Hager	Hinges	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

<u>Item #</u>	<u>Manufacturer/Brand</u>	<u>Category</u>	<u>Unit of Measure</u>
2H	IVES/Allegion	All Items	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

<u>Item #</u>	<u>Manufacturer/Brand</u>	<u>Category</u>	<u>Unit of Measure</u>
2I	LCN Closers/ Allegion	Closers and Operators	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

<u>Item #</u>	<u>Manufacturer/Brand</u>	<u>Category</u>	<u>Unit of Measure</u>
2J	LCN Closers/ Allegion	Parts and Other Items	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

Item #	Manufacturer/Brand	Category	Unit of Measure
2K	National Guard Products (NGP)	Hinges, Weather-Stripping, Vision Lites, Louvers	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount <input type="checkbox"/> Markup		%	

Item #	Manufacturer/Brand	Category	Unit of Measure
2L	Pemko/Markar	Hinges	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount <input type="checkbox"/> Markup		%	

Item #	Manufacturer/Brand	Category	Unit of Measure
2M	Pemko/Markar	Weather-Stripping	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount <input type="checkbox"/> Markup		%	

Item #	Manufacturer/Brand	Category	Unit of Measure
2N	Rixson/Norton	Closers and Pivots	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount <input type="checkbox"/> Markup		%	

Item #	Manufacturer/Brand	Category	Unit of Measure
2O	Rixson/Norton	Parts	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount <input type="checkbox"/> Markup		%	

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

Item #	Manufacturer/Brand	Category	Unit of Measure
2P	Sargent	Locksets	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
2Q	Sargent	Parts and Other Items	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
2R	Schlage Commercial/ Allegion	Locksets	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
2S	Schlage Commercial/ Allegion	Standard Cylinders and Keys	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
2T	Schlage Commercial/ Allegion	High-Security Cylinders and Keys	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

Item #	Manufacturer/Brand	Category	Unit of Measure
2U	Schlage Commercial/ Allegion	Parts	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
2V	Schlage Electronics/ Allegion	All Items	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
2W	Trimco	All Items	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
2X	Von Duprin/ Allegion	Panics, Trims, Components	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
2Y	Von Duprin/ Allegion	Parts and Other Items	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**  
(SHOW THIS NUMBER ON ENVELOPE)

Item #	Manufacturer/Brand	Category	Unit of Measure
2Z	Yale Commercial	Locks, Panics and Closers	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
2AA	Yale Commercial	Parts	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

Item #	Manufacturer/Brand	Category	Unit of Measure
2AB	Other Hardware Products and Manufacturers, Emergency Orders	All Items	EA
Price List Name/No.:			
Price list column and page for pricing verification:			
<input type="checkbox"/> Discount	%		
<input type="checkbox"/> Markup			

**PRICE LISTS.** Awarded vendor must provide one (1) copy of the quoted price list(s) upon award and/or upon invoicing; preferably in electronic format. Alternatively, price lists may be found at the following URL:

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

4. **DELIVERY CHARGES – BY VENDOR.**

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

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**  
(SHOW THIS NUMBER ON ENVELOPE)

**5. LABOR – ONSITE, INSTALLATION AND REPAIR**

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

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

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

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

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

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

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

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

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

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

C. Classification: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. LABOR CLASSIFICATION(S), OTHER, NOT SPECIFIED, AS-NEEDED, PER HOUR

Vendor Cost Markup (If Applicable): \_\_\_\_\_ %

Prevailing Wage Markup (If Applicable): \_\_\_\_\_ %

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**  
(SHOW THIS NUMBER ON ENVELOPE)

**6. FIRE DOOR RE-CERTIFICATION**

- A. Fire Door Re-Certification, First Door \$ \_\_\_\_\_
- B. Fire Door Re-Certification, Each Additional Door \$ \_\_\_\_\_

**7. DISPOSAL FEES**

- A. Disposal Fees, On-Site, Per Day \$ \_\_\_\_\_
- B. Disposal Fees, Off-Site, Per Day \$ \_\_\_\_\_

**BIDDERS' INSTRUCTIONS**

**BID SUBMITTAL TIMELINESS.** Bidders (“Vendor”, “Contractor”, “Supplier”) solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered/received at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, power and internet outages, email server issues, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted electronically, in person or by mail.

**MAKES, MODELS AND BRAND NAMES.** Makes, Models and 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.

**ADDENDA.** From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – [www.portoflosangeles.org](http://www.portoflosangeles.org) and the Los Angeles Regional Alliance Marketplace for Procurement website – <https://www.rampla.org/s/> . It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1239  
(SHOW THIS NUMBER ON ENVELOPE)

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

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

**BID RECAPS.** Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date:  
<https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>

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

## CONTRACTUAL TERMS

### BUSINESS HOURS:

Vendor to indicate Regular Business Hours:

Monday-Friday: \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

Saturday: \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.  Closed

Sunday: \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.  Closed

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**  
(SHOW THIS NUMBER ON ENVELOPE)

**VENDOR CONTACT FOR CONTRACTUAL ISSUES.**

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

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

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**VENDOR CONTACT FOR REQUESTS FOR SERVICE.**

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

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

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

24-Hour Contact Phone: \_\_\_\_\_

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

**INITIAL HERE ACKNOWLEDGING TWIC CARD REQUIREMENTS:**

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

**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: \_\_\_\_\_

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**  
(SHOW THIS NUMBER ON ENVELOPE)

**RENEWAL OPTIONS.** State if you will grant the Harbor Department the option to extend any contract awarded here under for a period of one (1) or two (2) additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by increases in vendor's costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

YES or  NO

Option granted for one (1) additional year at a price increase not to exceed \_\_\_\_\_%.

YES or  NO

Option granted for second (2<sup>nd</sup>) additional year at a price increase not to exceed \_\_\_\_\_% over first (1<sup>st</sup>) option year prices.

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

**AUTHORIZED DISTRIBUTOR/DEALER.** Bidder must indicate if it is an authorized factory distributor/dealer/service-provider for the manufacturer(s)/services being quoted (please check one and initial).

Yes: \_\_\_\_\_  No\*: \_\_\_\_\_

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

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

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

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

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

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

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

**MATERIALS, EQUIPMENT, AND SERVICE**

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

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

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

Please attached additional warranty terms, as applicable.

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

Check one and initial:

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

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

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

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1239

(SHOW THIS NUMBER ON ENVELOPE)

**SITE MAINTENANCE AND CLEAN-UP.** Vendor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Vendor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat and clean appearance.

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

## **INSURANCE/LIMITS**

### **INDEMNIFICATION AND INSURANCE:**

#### **Indemnification**

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

#### **Acceptable Evidence and Approval of Insurance**

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

### **POLICY COPIES**

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

### **PRIMARY COVERAGE**

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

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1239

(SHOW THIS NUMBER ON ENVELOPE)

## NOTICE OF CANCELLATION

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

## RENEWAL OF POLICIES

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

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

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

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

### General Liability Insurance

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

**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.**

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

Auto Liability Insurance

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

Workers' Compensation and Employer's Liability

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

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

**INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:**

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

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

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

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

**DELIVERY**

**DELIVERY.** Delivery is desired within ten (10) days after vendor receives order. If this time cannot be met, show in the space provided, the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

Please specify delivery terms for materials, parts and equipment quoted in Sections 1 and 2:

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

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

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

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

N/A

LOCATION: \_\_\_\_\_

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

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

**DELIVERY POINT:** Prices to include all delivery charges, F.O.B. the Harbor Department, Construction and Maintenance Div., 500 Pier A St., Wilmington, CA 90744, or as directed by requestor.

**FINANCIALS**

**ESTIMATED EXPENDITURE.** Total expenditures under this contract are estimated to be **\$115,000.00** 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 prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

**INSURANCE WAIVER OF SUBROGATION FEE:**

YES  NO  (Check 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

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

**VENDOR PAYMENT.** Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). **Please submit a copy of your 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:

NAME:

\_\_\_\_\_

REMIT TO:

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

A/R EMAIL:

\_\_\_\_\_

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

**WITHHOLDING REQUIREMENTS.** The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

**Please Check One:**

- Both Bidder’s Legal Address and Remittance Address are located within the State of California. Withholding Forms Not Required.**
- Withholding Forms Attached**

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1239

(SHOW THIS NUMBER ON ENVELOPE)

**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.

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

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

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

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

## **GENERAL RULES AND REGULATIONS**

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

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

## **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/PublicWorks/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]).

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1239

(SHOW THIS NUMBER ON ENVELOPE)

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

## PREVAILING WAGES

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

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1239**

(SHOW THIS NUMBER ON ENVELOPE)

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

(Attach additional sheets if necessary)

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1239

(SHOW THIS NUMBER ON ENVELOPE)

## **DIR REPORTING LABOR CLASSIFICATIONS:**

### **PRIME CONTRACTOR:**

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

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

### **SUBCONTRACTOR:** N/A

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

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

(Attach additional sheets if necessary)

**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 in 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](http://ethics.lacity.org).

**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.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1239

(SHOW THIS NUMBER ON ENVELOPE)

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

**INDEMNITY.** Contractor shall save, keep, bear harmless and fully defend and indemnify the City of Los Angeles, the Harbor Department, and all boards, officers, employees, agents or other authorized representatives thereof, from all liability, damages, costs or expenses in law or equity claimed by anyone for bodily injury or death, or damage to property arising out of the performance by Contractor of its obligations hereunder, whether liability is attributable solely to Contractor or to a combination of Contractor and City.

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

**PRIOR TO BEING AWARDED A CONTRACT** with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

Respondents are advised, pursuant to [Executive Directive 35](#), if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City. Vendors who are already registered may look up their RAMP ID at: <https://www.rampla.org/s/regional-profiles>.

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

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1239  
(SHOW THIS NUMBER ON ENVELOPE)

## GENERAL CONDITIONS READ CAREFULLY

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

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

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

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

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.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.
12. **TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**

**NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.**
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.

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.

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1239**  
(SHOW THIS NUMBER ON ENVELOPE)

18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

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

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

Reference Number (Bid, Contract, or RAMP) <b>F-1239</b>	Awarding Authority (Department awarding the contract) <b>HARBOR</b>
Bidder Name	
Address	
Email Address	Phone Number

## Certification

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

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

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

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

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

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

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

Reference Number (Bid, Contract, or RAMP): F-1239      Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
FRAMES, DOORS, FIRE REPLACEMENT DOORS, HARDWARE, INSTALL SERVICES

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Bidder Email Address: \_\_\_\_\_ Bidder Phone Number: \_\_\_\_\_

## Schedule Summary

Please complete all three of the following:

- |  |  |   |
|--|--|---|
| <p><b>1. SCHEDULE A – Bidder's Principals</b> <i>(check one)</i><br/>The bidder has one or more <b>PRINCIPALS</b>, as defined in LAMC § 49.7.35(A)(6).<br/>At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i></p> | <p><b>Yes</b><br/><input type="checkbox"/></p> | <p><b>No</b><br/><input type="checkbox"/></p> |
| <p><b>2. SCHEDULE B – Subcontractors and Their Principals</b> <i>(check one)</i><br/>The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i></p>    | <p><b>Yes</b><br/><input type="checkbox"/></p> | <p><b>No</b><br/><input type="checkbox"/></p> |
| <p><b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): <input style="width: 50px;" type="text" value=""/></p>   |  |   |

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

## Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

**This subcontractor has one or more principals.**     Yes\*     No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.