**REQUEST FOR BID**

**CITY OF LOS ANGELES**
**HARBOR DEPARTMENT**

**BID NUMBER:** 12946

**(SHOW THIS NUMBER ON ENVELOPE)**

**BID DUE BEFORE 2:00 PM ON:** August 25, 2023

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**SUBMIT BID TO:**

<table>
<thead>
<tr>
<th><strong>By Hand:</strong></th>
<th>Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</th>
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<tbody>
<tr>
<td><strong>By Mail:</strong></td>
<td>Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90748</td>
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**DELIVERY ADDRESS/HOB SITE:**

| LOS ANGELES HARBOR DEPARTMENT |
| Various Locations as Directed by Harbor Department Personnel |

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

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**BIDS MAY BE MAILED, HAND-DELIVERED, OR EMAILED TO:**

**jestrada@portla.org**

**BIDS** are requested for the **annual requirements** of the Los Angeles Harbor Department (“Department” or “City”) for **RENTAL SERVICES: SPECIAL EVENT TEMPORARY FENCING AND BARRICADES** to be furnished and delivered as may be required during the contract period of one (1) year, commencing at contract execution, with two (2) renewal options subject to the approval of the Director of Contracts and Purchasing (“Director”).

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**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.

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**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.

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**NOTIFY:**

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<tr>
<td>P. Hazelett</td>
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<td>E-23-0081</td>
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<td>32166-24</td>
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<td>Prev. 32051</td>
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**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 FOLLOW. THIS BID MUST BE SIGNED.**

---

**Authorized Signature**  
**Print Name and Title**

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1
BID REQUIREMENTS AND SPECIFICATIONS FOR TEMPORARY FENCING AND BARRICADES

This contract is to consist of setting up temporary fencing and barricades for special events and/or construction projects on Harbor Department property, rental of fencing, barricades and accessories, and removal of same.

1. **Special Event Temporary Fencing**
   - A. 6 Foot panels on stands: $ _____________ per foot
   - B. 6 Foot windscreens: $ _____________ per foot
   - C. Sandbags: $ _____________ per bag

   Maximum time of event for the above pricing: Not to exceed _____________ days.

2. **Special Event Fencing Rental Charges**
   - A. 6 Foot panels: $ _____________ per foot up to ___ days past original ____ day rental period
   - B. 6 Foot windscreens: $ _____________ per foot up to ___ days past original ____ day rental period

   Maximum time of event for the above pricing: Not to exceed _____________ days.

3. **Special Event Fencing Extra Charges**
   - A. Install/Remove weekday after/before regular working hours: $ _____________
   - B. Install/Remove Saturdays: $ _____________
   - C. Install/Remove Sundays: $ _____________
   - D. Additional charge if install/removal after hours or early pre-start hours: $ _________, per Hour

4. **Construction Project Temporary Fencing**
   - A. 6 Foot panels on stands: $ _____________ per foot
   - B. 6 Foot windscreens: $ _____________ per foot
   - C. Sandbags: $ _____________ per bag

   Maximum rental period for the above pricing: Not to exceed _____________ days.
5. **Construction Fencing Rental Charges**

A. 6 Foot panels: $_________ per foot, per month

B. 6 Foot windscreens $_________ per foot, per month

Maximum rental period for the above pricing: Not to exceed ____________ days.

6. **Construction Fencing Extra Charges**

A. Install/Remove weekday after/before regular working hours: $_____________

B. Install/Remove, Saturdays $_____________

C. Install/Remove, Sundays $_____________

D. Additional charge if install/removal after hours or early pre-start hours $_________, Per Hour

E. Surcharge for Prevailing Wage if applicable, per hour, per worker $_____________

7. **Temporary Free-Standing “Bike Rack Style” Barricades (44” X 97”)**

Crowd Barrier, Heavy-Duty Steel with Anti-Trip, Rotating Feet, Linking

A. Per Barricade, Per Day $_____________

B. Per Barricade, Per Month $_____________

Maximum time of event for the above pricing: Not to exceed ____________ days.

8. **Temporary Barricades Extra Charges**

A. Install/Remove weekday after/before regular working hours: $_____________

B. Install/Remove, Saturdays $_____________

C. Install/Remove, Sundays $_____________

D. Additional charge if install/removal after hours or early pre-start hours $_________, Per Hour

9. **Initial Fence/Barrier Delivery Minimum Charge** $_____________
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CITY OF LOS ANGELES  
HARBOR DEPARTMENT  

BID NUMBER: 12946  
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: August 25, 2023

BIDDER INSTRUCTIONS

BID SUBMITTAL TIMELINESS. Bidders ("Contractor"/"Vendor"/"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 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, 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.

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

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 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.

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 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.

CONTRACTUAL, MATERIAL, AND SERVICE TERMS

VENDOR CONTACT FOR CONTRACTUAL ISSUES:

Contact Person:  

Title:  

Telephone:  

Email Address:  
REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12946

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: August 25, 2023

VENDOR CONTACT FOR SERVICE REQUESTS:

Contact Person: ________________________________________________________________

Title: _____________________________________________________________

Telephone: __________________________________________________________

Email Address: ____________________________________________________________

24-Hour Contact Phone: _______________________________________________________

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 (2nd) 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 and Purchasing. No increase will be granted without prior approval of the Director of Contracts and Purchasing.

REGULAR BUSINESS HOURS:

Vendor to indicate business hours:

Monday-Friday: __________ A.M. to __________ P.M.

Saturday: __________ A.M. to __________ P.M. ☐ Closed

Sunday: __________ A.M. to __________ P.M. ☐ Closed

TWIC CARD. Contractor must ensure that any of its employees performing work under this contract in and around Department property procure and maintain a Transportation Worker Identification Credential (TWIC) card, as may be required. 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 or by phone at (855) 347-8371.

___________ Please initial to acknowledge this requirement.
FINANCIAL TERMS

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as they 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: ________________________________________________

_______________________________________________________________

A/R EMAIL: ______________________________________________________

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be $60,000.00 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 and/or the Board of Harbor Commissioners in the event the amount exceeds $150,000.

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

Check one:

☑ Option Granted ☐ Option Not Granted INITIAL: ______________________

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:
REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12946

BID DUE BEFORE 2:00 PM ON: August 25, 2023

- 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 (as stated on the attached IRS Form W-9) and Remittance Address as stated under VENDOR PAYMENT are located within the State of California - Withholding Forms Not Required.

☐ Withholding Forms Attached

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 City Clerk's Vendor Unit, (213) 473-5901, 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 may provide certificate number after award.

BTRC/VRN: ________________________________

TAXPAYER IDENTIFICATION NUMBER. By submitting a bid, 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 TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

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

Permit Number: ________________________________

☐ N/A (No taxable items quoted.)
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
GENERAL REQUIREMENTS

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 all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:
   1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.
   2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
   3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
   4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.
   5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.
   6. Contain the printed name and title for the Contractor or subcontractor representative; and shall be dated and signed by same.

g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.

h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.
i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration’s Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor’s agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

a. The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor’s and/or subcontractor’s employees.

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

Prime Contractor State of California DIR Registration No.:

Subcontractor State of California DIR Registration No.:

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:

☐ ASBESTOS ☐ BOILERMAKER ☐ BRICKLAYERS ☐ CARPENTERS
☐ CARPET/LINOLEUM ☐ CEMENT MASONS ☐ DRYWALL ☐ DRYWALL/LATHERS
☐ ELECTRICIANS ☐ ELEVATOR ☐ FINISHER ☐ IRON WORKERS
☐ LABORERS ☐ MECHANIC ☐ GLAZERS ☐ PAINTERS
☐ PILE DRIVERS ☐ MILLWRIGHTS ☐ OPERATING ENG ☐ ROOFERS
☐ SHEET METAL ☐ PIPE TRADES ☐ PLASTERERS ☐ TEAMSTER
☐ TILE WORKERS ☐ SOUND/COMM ☐ SURVEYORS
SUBCONTRACTOR: □ N/A

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

☐ ASBESTOS ☐ BOILERMakers ☐ BRICKLAYERS ☐ CARPENTERS
☐ CARPET/LINOILEUM ☐ CEMENT MASONs ☐ DRYWALL ☐ DRYWALL/LATHERS
☐ ELECTRICIANS ☐ ELEVATOR ☐ FINISHER ☐ IRON WORKERS
☐ LABORERS ☐ MECHANIC ☐ GLAZERS ☐ PAINTERS
☐ PILE DRIVERS ☐ MILLWRIGHTS ☐ OPERATING ENG ☐ ROOFERS
☐ SHEET METAL ☐ PIPE TRADES ☐ PLASTERERS ☐ TEAMSTER
☐ TILE WORKERS ☐ SOUND/COMM ☐ SURVEYORS

(Attach additional sheets if necessary)

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 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.

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

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.

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.

SMALL AND LOCAL BUSINESS (SLB) PROGRAM.

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

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

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

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

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

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 AND WOMEN BUSINESS ENTERPRISE (MBE/WBE). It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other 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/WBE’s and all other business enterprises when opportunities are available.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

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

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

RAMP ID Number(s): ______________________
REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12946

BID DUE BEFORE 2:00 PM ON: August 25, 2023

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 or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier “A” Street, Wilmington, CA 90744. Bids must be signed with the firm’s corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

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

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

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

5. AWARD OF CONTRACT. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may combine and award 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.

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

12. TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS. NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.

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

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

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

16. NONDISCRIMINATION. During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee’s race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

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

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

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

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

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

22. TERMINATION FOR NON-APPROPRIATION. The Harbor Department of the City of Los Angeles’ (City’s) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City’s appropriation of funds for that purpose. The City’s fiscal year ends on June 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
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 ___________.

<table>
<thead>
<tr>
<th>Reference Number (Bid, Contract, or BAVN)</th>
<th>Awarding Authority (Department awarding the contract)</th>
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<tr>
<td>E-23-0081/12946</td>
<td>HARBOR</td>
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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