

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

BID NO. F-1122 Page 1

Show this number on envelope

Contract No. 39964

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 addenda, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

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

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: Burbank CA ON THE 11 DAY OF February, 2022
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name CED dba All Phase Electric Supply

Phone 818-843-4111 Fax _____

Address 3020 W Empire Ave Burbank CA 91504
Street City State Zip

Glinda Shipley Glinda Shipley Contracts Executive
Signature Printed Name Printed Title

Signature Printed Name Printed Title

(Approved Corporate Signature Methods)

(AFFIX CORPORATE SEAL HERE)

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

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

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

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2022 _____ 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 <u>May 11</u> , 2022 City Attorney BY <u>J. Moore</u> Deputy
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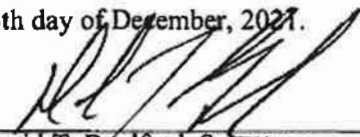
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

AFFIDAVIT

**COUNTY OF DALLAS
STATE OF TEXAS**

David T. Bradford being duly sworn, deposes and says that he is the Secretary of Consolidated Electrical Distributors, Inc., a corporation organized and existing under and by virtue of the laws of the state of Delaware and having its principal office at 1920 Westridge Drive, Irving, Texas 75038. Affiant further says that he is familiar with the records, minute books and by-laws of Consolidated Electrical Distributors, Inc. dba All-Phase Electric Supply. Affiant further says that Glinda R. Shipley, Contracts Executive, is duly authorized, directed and empowered, on behalf of Consolidated Electrical Distributors, Inc., to execute any and all bids, contracts, modifications or documentation in connection with the County of Los Angeles, California for general electrical supplies, for the period of one year from the date hereof.

Given under my hand and seal as of this 13th day of December, 2021.



David T. Bradford, Secretary

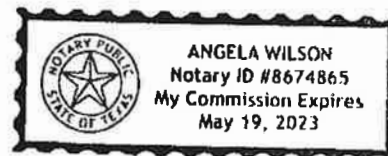
Corporate Seal

State of Texas
County of Dallas

Subscribed and sworn to before me this 13th day of December, 2021, by David T. Bradford, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: 

Angela Wilson, Notary Public



FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1122

<p><u>SUBMIT BID TO:</u> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE 11:00 A.M. February 10, 2022</p>
<p>Buyer: J. Benitez, Procurement Supervisor T: (310) 732-3896, E-mail: jbenitez@portla.org</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.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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QED-2 SWITCHBOARD "DS4" FOR ELECTRICAL SWITCHGEAR AND BATTERY SYSTEM FOR BERTH 100 ADVANCE ELECTRICAL INFRASTRUCTURE DEMONSTRATION PROJECT.

BIDS are requested for the one-time purchase of the Los Angeles Harbor Department requirements for: "QED-2 SWITCHBOARD "DS4" FOR ELECTRICAL SWITCHGEAR AND BATTERY SYSTEM FOR BERTH 100 ADVANCE ELECTRICAL INFRASTRUCTURE DEMONSTRATION PROJECT" to be furnished and delivered as may be upon the execution of the contract subject to the approval of the Executive Director.

PRICES TO INCLUDE ALL DELIVERY CHARGES AND FEES EXCLUDING SALES TAX.

Please see Attachment "A" for Specifications, Clarifications and Exceptions.

REQ. NO.: G-22-007 (72739) NOTIFY: D. Hoang PAGE 2	STATE TIME OF DELIVERY: <u>265+</u> DAYS AFTER RECEIPT OF ORDER TERMS: <u>0%</u> DISCOUNT FOR PAYMENT WITHIN <u>30</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1122
(SHOW THIS NUMBER ON ENVELOPE)

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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SPECIFICATIONS: (Attachment A)

Refer to the following specifications for all items:

BATTERY BANK SYSTEM- (12 pages)

ELECTRICAL POWER MONITORING (EPM) – (72 PAGES)

DRY-TYPE MEDIUM-VOLTAGE TRANSFORMERS (7 PAGES)

15KV METAL-ENCLOSED SWITCHGEAR – (13 PAGES)

5V KV METAL-CLAD SWITCHGEAR – (13 PAGES)

LOW VOLTAGE TRANSFORMERS – (8 PAGES)

LOW VOLTAGE SWITCHBOARD – (6 PAGES)

ELECTRICAL SYSTEMS ANALYSIS – (11 PAGES)

IDENTIFICATION FOR ELECTRICAL SYSTEMS – (4 PAGES)

ELECTRICAL SYSTEMS AND PRODUCTS MANUFACTURER'S
CERTIFICATION, QUALITY ASSURANCE AND WARRANTY VERIFICATION- (8 PAGES)

REFERENCE SQUARE D QUOTE Q-1509376 FOR DESCRIPTIONS.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
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BID NO. F-1122
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1. 1 EA

QED-2 Switchboard,"DS4" for electrical switchgear and battery system for Berth 100. Advance Electrical Infrastructure Demonstration project
As per attached specifications (attachment A), Bid F-11xx and Square D description(s) or equal.

(1) – Square D Custom Swd-QED-2 Switchboard

Square D Custom Swbd
Designed and tested in accordance with:
UL 891/NATIONAL ELECTRIC CODE/NEMA PB-2
System Voltage- 480Y/277V 3Ph 4W 60Hz
System Ampacity – 5000A
Source Description – Single Main
Tin Plated Copper Main Bus
Neutral Bus – 100%
Max Available Fault Current (RMS) 0 65kA
Enclosure – Type 3R Non Walk-in
Accessibility Front, Right Side and Rear
Rodent Barrier
Exterior Paint Color – ANSI 61
Lineup with Master Pact MTZ Breakers(s)
Interior Lights – All Section's
Ground Lug provided for each device
Barriers between Sections
Strip Heaters- Internal Power Source with Thermostat
Copper Ground Bus
Certified Test Report Required
Seismic Qualified
Square D Transformer

Dimensions

(1) - 48" Wide Section(s)
(3) – 36" Wide Section(s)
(1) – Dimensions 156.00" W x 71.5" D x 91.5" H
(4) – 71.5 Deep Enclosure(s)
Approx. Weight: 5381.00 lbs 2440.82 kgs

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Incoming Requirements

Suitable for Use as Service Entrance
Entry Point: Left of Lineup, Through the Side
ION9000T with 7 in Display
3 CT's ION Meter – Meter – 480Y/277V 3ph 4W 60Hz
ION9000T IO Digital12 in 4 out

Mains

(1) – 5000AF/3000AT 100% 3Pole Stored Energy
Fixed Mounted Circuit Breaker, ANSI
Type MTZ 3
Micrologic X 6.0. Long time Short Time,
Instantaneous Ground Fault
DM - Energy Reduction Maintenance Setting
(ERMS)
Overcurrent Trip Switch 1A/1B Form C Contract (SDE)
Programmable Contact Module m ESM
Shunt Trip – 120 Vac
Contact Wear Indication – Visual
Padlock Attachment
Spring Charging Notor – 120Vac
Operation Counter
Master Pact MTZ – Electric Reset – 120Vac
Cover over Open/Close Buttons
Auxiliary Switches 12A-12B
Energy Reduction Maintenance Switch
Shunt Close without Communications
120 VaC

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2. 1 EA

SQD Powercast Transformer for electrical switchgear and battery system for Berth 100. Advance Electrical Infrastructure Demonstration project
As per attached specifications , attachment A, Bid F-11xx and Square D description(s) or equal.

(1) – Class 7310 Power Cast Transformer – Square D Secondary Unit Substation

Power –Cast Transformer
3000 kva rated
Primary Volt: 4160 Delta
60 KV BIL
Secondary Volt: 480Y/277
30 KV BIL
Standard 60 Hertz
Impedance: 5.75%
+/- 7.5% Tolerance
Conductor Copper Windings
Temp: 185 Deg Cast Couil Insulation Class
115 Rise Over 30 Avg – 40 Max AMB
TAPS: 2-2.5% FCBN
Altitude: STDF: 3300 Feet Maximum
68 DB Sound Level

MODIFICATIONS

AA with Model 98 Temperature Monitor
240V Control Power Self Contained
Undercoating
Strip Heaters
Thermostat Controlled 120V from Adjacent Gear
Stainless Steel Transformer Nameplate
Designation: TBD
Heavy Duty Base Hinged Front and Back Doors w/ Padlock Prov
Tamper Proof Hardware
11 Gauge Enclosure
UL Listing
Outdoor Cabinet
G Shock Indicator
Hinged/Padlockable ATC Door
Wrapped for Shipping
Color: ANSI 61 w/ Touch-Up paint
Seismic SDS 2.50

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Standard Efficiency
K-9 Factor Rating
Spare Parts List (no Pricing)

High Voltage Terminations

Primary Cable (Standard)
Sidewall Mounted on Left (Segment-2)
Full Height ATC 30 in. Deep
Side (End) Accessible Only
Bottom Feed Cable Entry No Surge Arresters

Low Voltage Terminations

Side Mounted on right (Segment -4)
Connection to QED 2 5000 AMP
5000 AMP Connection Details

Transformer Tests

Ratio test
Polarity Test
Phase Relatio Test
No-Load Loss Test
Excitation Current Test
Impedance Voltage Test
Load Loss Test
Applied Potential Test
Induced Potential Test
Resistance Measurement Test
Test report Required (STD Format)
Factory QC Impulse TST HV Only
Temperature Test: Data from a Duplicate Unit
Designation on Test Report

Notes:

Specifications on Record
Standards IEEE C57.Series

Secondary Flex Connectors to be shipped
With the Low Voltage Switvchgear

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Revision (06012014/06012014) BL
T/GI 20180716

Special Pricing

Description: Porcelain HV/LV Supports
Factory Quote #: WTO12419-1

Special Pricing

Description: 1500 hrs/5MIL Paint
Factory Quote: WTO12419-1

3. 1 EA

SQD Field Services for electrical switchgear and battery system for Berth 100.
Advance Electrical Infrastructure Demonstration project
As per attached specifications and Square D description(s) or equal.

Designation: TSLA and DS4
Product Details: Electrical Systems & Products Manufacturer's Certification. Quality Assurance and Warranty Verification.

Product Details: CPSi Integrated Energy Storage System CSP-1500 Energy Storage Inverter

1500kVA 3-Phase, 60Hz, 600VAC
Battery input: 900 – 1500 VDC
PQ Operating Mode
Full Four quadrant operation

Certifications:

UL 1741SA
CEC
Seismic Zone 4 Certified

NEMA 3R/IP 54 Outdoor Rated: Forced Air Cooling Bottom Entry

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Protection includes:
AC Breaker and Contractor
DC Contractor and Precharge
DC Fusing and DC Disconnect Switch

4. 1 EA

Containerized Battery Energy Storage System for electrical switchgear and battery system for Berth 100. Advance Electrical Infrastructure Demonstration project

As per attached specifications , attachment A, Bid F-11xx and Square D description(s) or equal.

Designation: Battery Energy Storage System

Product Details: MPI Narada 1C LFP Containerized Battery system
1,380kWhDC beginning of life nominal capacity: 1,311 kWhDC beginning of life usable capacity.

Quantity one (1) 20' ISO containers with six (6) racks per container;
288kWhDC per rack

Integrated HVAC thermal management system

System BMS with UPS back-up

Fire Detection and Suppression system

UL 1973 & UL 9540A

5 – year standard product warranty

10-year performance guarantee

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Designation: Battery Energy Storage System
Product Details: Integrated Controller

System Level Integrating Controller to manage Inverter and Battery BMS

Designation: Battery Energy Storage System
Product Details: Fire Suppression Support

Technical Support of the suppression system design and integration with the local Authority having jurisdiction (AHJ)

Fire suppression system is estimated upon Dynapower's Standard Fire suppression system design. Pending clarifications with customer and local AHJ, additional fees may be assessed.

Fire suppression must be selected prior to issuing a purchase order.

Project will not be released to production until local AHJ approves Fire Suppression System design.

Factory installed in the battery enclosures.

Project-specific fire suppression system engineering will not begin prior to receipt of purchase order.

+++++

Designation: Battery Energy Storage system

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Product Details: Commissioning and Start-up of BESS

Assumes::

Vendor Technicians
Includes travel time
Includes expenses, overtime and weekends

Additional fees if delayed by others

Pre-commissioning checklist will be provided in advance. If customer-responsible check-list items are to completed prior to Dynapower technicians arrival, resulting Dynapower idle-time will be billed at full rates.

Three (3) weeks prior notice to schedule.

Designation: Battery Energy Storage System

Product Details: System Spares

Spares Battery Module(s)

BMS Control Boards

Battery Fuses and relays

PCS and systems Control Boards

System Fusing

Fans

5. 1 EA

Energy Storage Inverter for electrical switchgear and battery system for Berth

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100. Advance Electrical Infrastructure Demonstration project
As per attached specifications , attachment A, Bid F-11xx and Square D
description(s) or equal.

1500kVA 3-Phase, 60Hz, 600VAC
Battery input: 900 – 1500VDC
PQ Operating Mode
Full four quadrant operation
Certifications
 UL 1741SA
 CEC
 Seismic Zone 4 Certified
NEMA 3R/IP 54 Outdoor Rated; Forced Air Cooling: Bottom Entry
Protection includes:
 AC Breaker and Contactor
 DC Contactor and Precharge
 DC Fusing and DC Disconnect Switch

6. 1 EA

SQD EcoStructure Microgrid Advisor for electrical switchgear and battery
system for Berth 100. Advance Electrical Infrastructure Demonstration project
As per attached specifications , attachment A, Bid F-11xx and Square D
description(s) or equal.

Software and server to connects to the distributed energy resources to
automatically forecast and optimize how and when to consume, produce, and
store energy.

Representative names and phone numbers for requesting service:

NAME	PHONE #	E-MAIL
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_____	_____	_____
_____	_____	_____
_____	_____	_____

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
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BID NO. F-1122
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BIDDER'S INSTRUCTIONS

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

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

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

ADDENDUMS. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

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

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

SUPPLIER CONTACT INFORMATION:

Contact Person: David Lauermann

Title: Sales

Telephone No.: 818-843-4111

Fax No.: _____

E-Mail Address: David.Lauermann@AllPhaseElectric Supply.com

24 Hour Contact No.: 818-843-4111

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
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CONTRACTUAL TERMS SECTION

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

AUTHORIZED DISTRIBUTOR/DEALER:

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

Yes: yes No:

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

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

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

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted(specify time period): 18 months .

POST-AWARD MEETINGS. After notification of award, the successful bidder will be required to attend periodic meetings with the Engineering Division. The intent of the meeting is to discuss any pre-construction requirements, status updates, or other project related issues.

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

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MATERIAL, EQUIPMENT, SERVICE

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.

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

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

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

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

BUSINESS HOURS: Vendor to indicate business hours:

Monday-Friday: 6 A.M. to 5 P.M.

Saturday: on call A.M. to P.M.

Sunday: on call A.M. to P.M.

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).

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

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

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.

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

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

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

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

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

Failure of the CONTRACTOR to comply with the City of Los Angeles Harbor Department Project Manager (PM) cleanup orders may result in an order to suspend work until the condition is corrected. No additional

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compensation will be allowed as a result of such suspension.

PRINTED LITERATURE. Terms, conditions, and deviations from specifications contained within printed material/literature will not be accepted. Each deviation from the specifications must be stated in a letter, attached to the bidders submittal.

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

DIR REGISTRATION.

All contractors must have a Contractor Registration Number through the State of California, Department of Industrial Relations (DIR). Registration and information can be accessed at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html> .

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:

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

- Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum
- Cement Masons Drywall Finisher Drywall/Lathers Electrician
- Elevator Mechanic Glaziers Iron Workers Laborers Millwrights
- Operating ENG Painters Pile Drivers Pipe Trades Plasterers Roofers
- Sheet Metal Sound/COMM Surveyors Teamster Tile Workers

TIME AND MATERIALS WITH NO FIXED FEE

ALL INVOICES WITH PAYMENTS FOR **TIME AND MATERIALS** MUST BE SUPPORTED/BACKED

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UP BY **TIME SHEETS**.

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

TWIC CARD:

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

SCHEDULE: The Bidder awarded the contract shall prepare and submit to the Engineering Division five (5) copies of the bidder's Construction Baseline Schedule (the Schedule) within 14 (fourteen) calendar days after issuance of the Purchase Order. The Schedule shall show the dates on which each part or division of the work is expected to be started and completed, and shall show all submittals which constrain any work activity, allowing a minimum of 14 (fourteen) calendar days for the Project Manager's review of each submittal unless a longer period of time is specified elsewhere in these contract documents. The bidder shall also submit a separate listing of all submittals required under the contract, showing when each submittal will be submitted. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for the proper execution of the work and such that, in the sole judgment of the Construction and Maintenance Division it provides an appropriate basis for monitoring and evaluating the progress of the work. Submittal and approval of the schedule in accordance with the requirements of this section is a condition precedent to the receipt of any payments from the City of Los Angeles under this contract.

The schedule shall show the sequence, duration, and interdependence of activities required for the complete performance of all work. The schedule shall begin with the date of issuance of the Purchase Order and conclude with the contract completion date based on the Harbor Department completion time required for each project.

SITE CONDITIONS. Contractor shall report to Engineering Division, prior to project start, any adverse condition(s), which would affect the proper execution of the Contracted Work and shall not proceed until instructed by the POLA Project Manager. Except as provided elsewhere, failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its sole cost and expense.

JOB CONDITIONS. The Contractor shall determine the nature and types of work to be performed, ascertain all conditions affecting construction procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the job site. This determination must be made during the Bidding Period with any costs and impact included within the Bid.

FAMILIARITY WITH PLANS AND SPECIFICATIONS. It shall be the responsibility of the Contractor to be thoroughly familiar with all details of the Project, including the work of the Contractor's forces and all Subcontractors. The Contractor shall call the following to the attention of City of Los Angeles Harbor Department Representative in writing within twenty-four (24) hours of discovery, before any Work is

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performed:

- 1) Errors and omissions in the Plans and Specifications, including, but not limited to, code violations, typographical errors and notational errors where ambiguity or inadequate description exists;
- 2) Work on the Plans or in the Specifications which, if so constructed, would result in a conflict of interference with other Work or the Work of other trades, including the location of fixtures and equipment;
- 3) Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

Failure to notify shall constitute a waiver by the Contractor of any claim for delay or other damages occasioned by such defect. If the Contractor proceeds with the Work without instructions from the City of Los Angeles Harbor Department Representative, the incorrect Work shall be removed and corrections made to comply with the City of Los Angeles Harbor Department Representative's instructions, at no cost to the City.

ACCURACY OF PLANS AND SPECIFICATIONS. Omissions from the Plans and Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications.

The Plans show conditions as they are supposed or believed by the City of Los Angeles Harbor Department Project Manager (PM) to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, by the City or its officers, that such conditions are actually existent, nor shall the City, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans, and the actual conditions revealed during progress of the Work or otherwise, except as indicated in "Differing Site Conditions" of these General Conditions.

SCOPE. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, required calculations testing, inspections or operations, or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and Plans, all of which are made a part hereof, and including such detail sketches as may be furnished by the City of Los Angeles Harbor Department Project Manager (PM) from time to time during the construction in explanation of said Plans. The Work shall be complete and all material, and services incidentals, quality or not specifically called for quality and conditions noted, in the Specifications, or not shown on the Plans, which may be necessary for complete and proper construction to carry out the Contract in good faith and a satisfactory manner shall be performed, furnished, and installed by the Contractor at no increase in cost to the City.

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LENGTH OF WORKDAY AND WORK WEEK. Eight (8) hours of labor shall constitute a calendar day's work for employees of the Contractor under this Contract. Said employees shall be paid not less than the prevailing wage rate for the first eight (8) hours work of each day.

Unless noted elsewhere in the Contract documents, a working day shall be Monday through Friday, and work shall be between 7:00 a.m. and 4:00 p.m., unless otherwise approved by the City of Los Angeles Harbor Department Project Manager (PM) or the Board or revised by City Ordinance.

When work in excess of eight (8) hours per day, or forty (40) hours during any one (1) week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one (1) week shall be paid at the prevailing wage rate, as required by City, state and federal requirements.

PERMITS. The Contractor shall obtain and pay for all permits necessary for performance of the Work. Within thirty (30) calendar days after the Notice to Proceed, the Contractor shall obtain and pay all costs incurred and submit to the City of Los Angeles Harbor Department Project Manager (PM) copies of all permits required for the construction and installation of all Work called for on this project.

CONTRACTOR'S OBLIGATIONS. Only competent workers shall be employed on the Work. Any person employed who is found by the City of Los Angeles Harbor Department Project Manager (PM) to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the Contractor and not be reemployed on the Work.

If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor's methods or appliances appear to the City of Los Angeles Harbor Department PM to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the City of Los Angeles Harbor Department PM may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the City of Los Angeles Harbor Department PM nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the Contractor fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the City of Los Angeles Harbor Department PM may require an increase in progress at any point or points or a modification of Plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the City to terminate the Contract.

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CONTRACTOR'S REPRESENTATIVE AT THE SITE. A technically qualified and English-speaking project representative shall be designated in writing as the Contractor's Representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion.

The City of Los Angeles Harbor Department Project Manager (PM) reserves the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. The City of Los Angeles Harbor Department PM reserves the right to remove, without any right to work on the project, either the Contractor's Representative or alternate, who in the sole opinion of the City of Los Angeles Harbor Department PM, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the Contractor's Representative or alternate leave the employ of the Contractor, the Contractor will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar days. In no event shall any Work proceed in the absence of an approved representative.

All directions given by the City of Los Angeles Harbor Department PM to said representative or alternate shall be considered as having been given to the Contractor.

WORKMANSHIP AND MATERIALS. All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to the City of Los Angeles Harbor Department Project Manager (PM) approval.

INJURY AND ILLNESS PREVENTION – SAFETY MEASURES. Safety is the responsibility of the Contractor. The Contractor shall observe and comply with the safety provisions of all applicable laws, building and construction Codes, safety and health regulations of the California Code of Regulations, and with applicable City Safety Policies.

Every employer (Prime Contractor and/or Subcontractor) employed on the Project shall establish, implement, and maintain an effective Injury and Illness Prevention Program in accordance with Section 3203 of the General Industry Safety Orders.

Each Contractor/Subcontractor shall make the applicable Injury and Illness Prevention Program specific for site conditions and type of Work to be performed on the Project.

Each prime Contractor and Subcontractor working on the Project shall make its Injury and Illness Prevention Program available to the City of Los Angeles Harbor Department Project Manager (PM) prior to beginning any Work on the Project.

If a work procedure or site condition creates an immediate hazard to the health or safety of the public, City employees, property, or a licensee, the City may suspend all work on the project. Without prior notice, the City may also correct such hazardous conditions using other forces or contractors, at the Contractor's sole expense. Any delays or impacts arising on the Work as a result of such an emergency shall be at the sole expense of the Contractor with no time extension, additional reimbursement for extended overhead, or

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interest on monies due, allowed for the Contractor.

First aid facilities and supplies shall be kept and maintained by the Contractor at the site of the Work.

The Contractor shall cause all persons within the construction area to wear protective helmets. In addition, all employees of the Contractor and its Subcontractors shall be provided with, and required to use, personal protective and lifesaving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

NON-CONFORMING WORK. Except as set forth in this Article, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the Contract Documents, by the Contractor, at the sole expense of the Contractor.

If the Contractor fails to remove, replace or correct any non-conforming Work or materials within seventy-two (72) hours of discovery, the City of Los Angeles Harbor Department Project Manager (PM) may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Contractor with no entitlement to time extensions, additional reimbursement, extended overhead, or interest on monies due. In addition, all such cost shall be deducted from any amounts that are due or may become due to the Contractor.

Failure of the City of Los Angeles Harbor Department PM to notify the Contractor of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Contractor's obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period provided for in "Guaranty-Warranty" of the General Requirements. The City reserves and retains all rights and remedies at law against the Contractor and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

Any delays or impacts arising on the Work as a result of construction, fabrication or delivery of non-conforming work or materials shall be at the Contractor's sole expense, with no time extension, additional reimbursement for extended overhead, or interest on monies due allowed.

Examination of covered Work may be ordered by the City of Los Angeles Harbor Department PM for any reason. The Work shall be uncovered by the Contractor and if such Work is found to be in accordance with the Contract Documents, the City will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the Contractor shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the Contractor.

Failure of the Contractor to comply with the requirements of this Article shall constitute default of the Contract by the Contractor and the City may terminate the Contract as provided for in Termination of Contract by City (Contractor Default).

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NOTIFICATION OF HAZARDOUS SUBSTANCES. The existing facilities or Jobsite may contain asbestos, PCBs, corrosives, carcinogens, or other hazardous materials. Should the Contractor or any of its Subcontractors, while performing Work on or in the vicinity of existing facilities, unexpectedly encounter any material identified in the California Code of Regulations, Title 8, as a hazardous material not shown on the Plans or addressed in the specifications, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, the Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify the City of Los Angeles Harbor Department Project Manager (PM). Removal and disposal of the hazardous material not shown on the Plans or addressed in the specifications, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by and at the expense of the City. The City will provide the Contractor, upon request, with copies of Safety Data Sheets (SDS) covering hazardous materials identified by the Contractor that are encountered in existing facilities during the course of the Work and that are not removed by the City.

In the event that the Contractor is delayed in the completion of the Contract solely because of such hazardous materials or conditions not previously identified in the Contract Documents, the Contractor shall be entitled to an extension of time in accordance with "Unavoidable Delay" of these General Conditions.

For new construction Work and for all Contractor furnished supplies and equipment that may contain hazardous materials, the Contractor shall develop and implement a written Hazard Communication Program for its employees in accordance with the California Code of Regulations. The Contractor's basic written Hazard Communication Program shall be submitted to the City of Los Angeles Harbor Department PM prior to the start of Work at the site, and shall be revised and kept current as required by the continuing progress of the Work. The Contractor's Hazard Communication Program shall also include the SDS for all hazardous materials the Contractor will be using at the facility. All provisions concerning SDS for hazardous materials shall be met before the hazardous material is delivered to the site.

The City of Los Angeles Harbor Department PM shall be provided with three (3) copies of the Contractor's written Hazard Communication Program, Contractor provided SDS, and all revisions and modifications thereto.

The Contractor and Subcontractors shall comply with all State and Federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes. In the event that the Contractor or its Subcontractors spills or releases hazardous materials, the Contractor shall immediately notify the City of Los Angeles Harbor Department PM and any required agencies of the spill or release and the Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by the City at the Contractor's expense. Further, the Contractor shall notify the City of Los Angeles Harbor Department PM when hazardous materials are brought on-site and when hazardous materials and hazardous wastes are removed from the site. Hazardous Materials brought on site shall be accompanied by four (4) copies of SDS, which shall be provided to the City of Los Angeles Harbor Department PM before such materials are unloaded.

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SHOP DRAWING / SUBMITTALS. The CONTRACTOR shall furnish a schedule and list of all required submittals to the City of Los Angeles Harbor Department Project Manager (PM), in accordance to CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of these GENERAL REQUIREMENTS, including required submittals by all Subcontractors.

Wherever called for in these Specifications or on the plans, or where required by the City of Los Angeles Harbor Department PM, the CONTRACTOR shall furnish to the City of Los Angeles Harbor Department PM for review, ten (10) copies of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the City of Los Angeles Harbor Department PM at a time sufficiently early to allow review of same by the City of Los Angeles Harbor Department PM and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

All design or shop drawings or other submittals shall be accompanied by the standard "CONTRACTOR'S SUBMITTAL TRANSMITTAL" form. This form may be obtained in quantity from the City of Los Angeles Harbor Department PM at reproduction cost. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, or are incorrectly completed, may be returned, at the City of Los Angeles Harbor Department PM discretion, for resubmittal.

Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the City of Los Angeles Harbor Department PM. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the City of Los Angeles Harbor Department PM of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the City of Los Angeles Harbor Department PM, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

The City of Los Angeles Harbor Department PM review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR

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shall be responsible for the dimensions and the design of adequate connections and details.

- A. **CONTRACTOR'S Submittals:** CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:
1. Contract Price (Cost Breakdown)
 2. Construction Schedule and Notification to City of Los Angeles Harbor Department PM of completion of each milestone or percentage increment of the Work as required.
 3. Submittal Schedule
 4. Daily Construction Reports
 5. Shop Drawings and Structural Calculations.
 6. Manufacturer's Data and Specifications.
 7. Samples
 8. Templates
 9. Certificate of Compliance
 10. Construction Photographs
 11. Substitutions
 12. Record Drawings and Record Project Manual
 13. Operation & Maintenance Manuals
 14. Stock Materials, Spare parts, tools
 15. Material Testing Results
 16. Daily Statements of cost-plus percentage Change Order
 17. **[Survey grade sheets]**
 18. Copies of Notice-To-Correction or Notice of Non-Compliance from governing authorities.
 19. Maintenance Logs and Maintenance Schedule.
- B. **Administrative Submittals** include, but are not limited to the following:

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1. Permits
 2. Request for Payments
 3. Performance and Payment Bonds
 4. Insurance Certificates
 5. List of Subcontractors and proof of qualifications
 6. Hazardous Communication Program.
 7. Certified weekly payroll records.
 8. Ethnic Composition of Work Force Report.
 9. Third Party Testing Agency
- C. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the Consultant or the City of Los Angeles Harbor Department PM.
1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which includes fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.
 2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.
- D. Coordination and Submittals:
1. Carefully review and coordinate all aspects of each item being submitted.
 2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.
 3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.
 4. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

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5. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the City of Los Angeles Harbor Department PM copies of the approved plans or drawings for review.

INSURANCE CLAUSE / LIMITS

INDEMNIFICATION AND INSURANCE:

Indemnification

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

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. Track4LA® 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 Track4LA® 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 Track4LA® at <http://track4la.lacity.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 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.

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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 Track4LA®. 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.

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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) 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) 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

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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:

DL (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

DELIVERY

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

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Various Locations

NOTIFICATION. The vendor shall notify Dac Hoang. (310) 732-2620 of the Los Angeles Harbor Department Construction and Maintenance Division at not less than three (3) days in advance that the equipment is ready for delivery.

FINANCIAL SECTION

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

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

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

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

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1122
(SHOW THIS NUMBER ON ENVELOPE)

REMIT TO: NAME: All Phase Electric Supply
ADDRESS: P.O. Box 547106
Los Angeles CA 90084-7106

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

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. BTRC/BTRC Exemption Number: 0000772109-2-3.

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.

GENERAL RULES AND REGULATIONS

SWEAT-FREE PROCUREMENT POLICY

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1122
(SHOW THIS NUMBER ON ENVELOPE)

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 A and B) 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.

IRAN CONTRACTING ACT OF 2010. The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting bids for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Attachment , Exhibit G).

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

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

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1122
(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.
- 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.

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

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

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

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

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

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

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

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

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

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

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

- 13. CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
- 14. PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
- 15. ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
- 16. NONDISCRIMINATION.** During the performance of this 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.I., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
- 18. PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
- 19. CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, 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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1122
(SHOW THIS NUMBER ON ENVELOPE)

City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

Attachment A

Quotation \$ 1,698,434.00 Customer Net Pricing, Taxes not Included (rev1, 2-22-2022)

Proposal Name: POLA, Electrical Switchgear and Battery System for Berth 100, Advance Electrical Infrastructure Demonstration Project

Quote Name: POLA, Berth 100 - Battery Storage Project Development

Proposal Number: P-200205-1402325

Quote Number: Q-1509376

Through Addenda Number: 2

Sales Representative: Philip Abad

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Clarifications and Exceptions

- Costs for Programming & In-office Work and Onsite Commissioning of Battery Controls for is included.
- Onsite Equipment Field Certification, Warranty Verification and Quality Assurance is included on this proposal.
- Schneider Electric, EcoStruxure Microgrid Advisor (EMA) is included on this proposal.
- This proposal includes the Battery Energy Storage System consisting of the following:
 - Schneider Electric Energy Storage System
 - Integrated Battery Controller
 - Fire Suppression Support System
 - Commissioning and Startup of BESS
 - BESS Spare Parts
- Short Circuit Coordination Study and Arc Flash Study is included on this proposal.
- Factory Witness Testing is not included.

- Equipment Training is not included on this proposal. Can be provided upon request.
- Acceptance Testing, Field Testing, NETA Testing is not included on this proposal.
- Video Taping during Training is not included.
- Generator and all other Generator-Related Equipment are not included.
- Schneider Electric does NOT accept any Liquidated Damage clauses.
- Standard Equipment Manufacturing Lead Times apply.
- Our proposal does NOT address any Buy America Requirements.
- This quotation is limited to the items and/or services listed specifically in the accompanying Bill of Materials. This quotation, when accompanied by a price, is offered for sale under the Schneider Electric – Square D Company, Standard Conditions of Sale and is valid for Thirty (30) Calendar Days
- Contractor / Installer will be responsible for verifying the dimensional requirements and ensure that all equipment furnished under this Bill of Materials will fit within the space available at the jobsite.

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Seq #	Qty	Product Description
1	1	Designation : DS4 Product Details:

1 - Square D Custom Swbd-QED-2 Switchboard

Square D Custom Swbd
 Designed and Tested in accordance with:
 UL 891/NATIONAL ELECTRIC CODE/NEMA PB-2
 System Voltage - 480Y/277V 3Ph 4W 60Hz
 System Ampacity - 5000A
 Source Description - Single Main
 Tin Plated Copper Main Bus
 Neutral Bus - 100%
 Max Available Fault Current (RMS) - 65kA
 Enclosure - Type 3R Non-Walk-in
 Installed Location: Outdoor
 Accessibility: Front, Right Side, and Rear
 Rodent Barrier
 Exterior Paint Color - ANSI 61
 Lineup with MasterPact NW Breaker(s)
 Interior Lights - All Section's
 Ground Lug provided for each device
 Copper Ground Bus
 Barriers between Sections
 Strip Heaters - Internal Power Source with
 Thermostat
 Strip Heaters - Internal Power Source with
 Humidistat
 Bottom Closure Plates
 Certified Test Report Required
 Seismic Qualified
 Square D Transformer Connection

Dimensions

1 - 48" Wide Section(s)
 3 - 36" Wide Section(s)
 1 - Dimensions: 156.00" W X 71.5" D X 91.5"H
 4 - 71.5" Deep Enclosure(s)
 Approximate Weight: 5381.00 lbs / 2440.82 kgs

Incoming Requirements

Suitable for Use As Service Entrance
 Entry Point: Left of Lineup, Through the Side
 ION9000T with 7 in Display
 3 CTs ION Meter - 480Y/277V 3Ph 4W 60Hz
 ION9000T IO Digital 6 in 2 out

Mains

1 - 5000AF/3000AT 100% 3 Pole Stored Energy,
 Fixed Mounted Circuit Breaker, ANSI:
 Type NW
 Harmonic Trip Unit, Long Time, Short
 Time, Instantaneous, Ground Fault
 Overcurrent Trip Switch 1A/1B Form C
 Contact (SDE)
 Padlock Attachment
 Shunt Close without Communications -
 120Vac
 Auxiliary Switches 12A-12B
 Shunt Trip - 120Vac
 Cover over Open/Close Buttons
 Operation Counter
 Spring Charging Motor - 120Vac
 Masterpact C/B - Electric Reset - 120Vac
 Contact Wear Indication - Visual
 Energy Reduction Maintenance Switch

Feeders

5 - 600AS/500AT 480V 80% Rated 65 kA 3 Pole
 UL, Group Mounted Electronic Trip
 Circuit Breaker: Type PJ
 Harmonic Trip Unit, Long Time, Short
 Time, Instantaneous
 Powerpact -Neutral Monitoring
 Auxiliary Switch 3A/3B - Form C
 Electrical Operator - 120Vac with
 Provision for Padlocking
 1 - 600AS/500AT 480V 80% Rated 65 kA 3 Pole
 UL, Group Mounted Electronic Trip
 Circuit Breaker: Type PJ
 Device Designation: SPARE
 Harmonic Trip Unit, Long Time, Short
 Time, Instantaneous
 Powerpact -Neutral Monitoring
 Auxiliary Switch 3A/3B - Form C
 Electrical Operator - 120Vac with
 Provision for Padlocking
 1 - 2000AS/2000AT 480V 80% Rated 65 kA 3 Pole
 UL, Fixed Mounted Electronic Trip
 Circuit Breaker: Type RK
 Harmonic Trip Unit, Long Time, Short
 Time, Instantaneous, Ground Fault
 ION9000T with 7 in Display
 3 CTs ION Meter - 480Y/277V 3Ph 4W 60Hz
 ION9000T IO Digital 6 in 2 out
 Common Feeder Features:
 Shunt Trip without Communications - 120Vac

Estimated days to ship, excluding transit: 265 working days after customer release to manufacturer. See Conditions of Sale.



Seq #	Qty	Product Description
2	1	Designation : TSL4 Product Details:

1 - CLASS 7310 POWER CAST TRANSFORMER-SQUARE D SECONDARY UNIT SUBSTATION

POWER-CAST TRANSFORMER
 3000 kva rated
 PRIMARY VOLT: 4160 DELTA
 60 KV BIL
 SECONDARY VOLT: 480Y/277
 30 KV BIL
 STANDARD 60 HERTZ
 IMPEDANCE: 5.75%
 +/- 7.5% TOLERANCE
 CONDUCTOR: COPPER WINDINGS
 TEMP: 185 DEG. CAST COIL INSULATION CLASS
 115 RISE OVER 30 AVG - 40 MAX AMB
 TAPS: 2-2.5% FCAN, 2-2.5% FCBN
 ALTITUDE: STD. 3300 FEET MAXIMUM
 68 DB SOUND LEVEL

MODIFICATIONS:

AA WITH MODEL 98 TEMPERATURE MONITOR
 240V CONTROL POWER SELF CONTAINED
 UNDERCOATING
 STRIP HEATERS
 THERMOSTAT CONTROLLED
 120V FROM ADJACENT GEAR
 STAINLESS STEEL TRANSFORMER NAMEPLATE
 STAINLESS STEEL CUSTOMER ID NAMEPLATE
 DESIGNATION: TBD
 HEAVY DUTY BASE
 HINGED FRONT & BACK DOORS W/ PADLOCK PROV
 TAMPER PROOF HARDWARE
 11 GAUGE ENCLOSURE
 UL LISTING
 OUTDOOR CABINET
 G SHOCK INDICATOR
 HINGED/PADLOCKABLE ATC DOOR
 WRAPPED FOR SHIPPING
 COLOR: ANSI 61 W/ TOUCH-UP PAINT
 SEISMIC SDS 2.50
 STANDARD EFFICIENCY
 K-9 FACTOR RATING
 SPARE PARTS LIST (NO PRICING)



HIGH VOLTAGE TERMINATIONS:

PRIMARY CABLE (STANDARD)
SIDEWALL MOUNTED ON LEFT (SEGMENT-2)
FULL HEIGHT ATC 30 IN. DEEP
SIDE (END) ACCESSIBLE ONLY
BOTTOM FEED CABLE ENTRY
NO SURGE ARRESTERS

LOW VOLTAGE TERMINATIONS:

SIDEWALL MOUNTED ON RIGHT (SEGMENT-4)
CONNECTION TO QED 2 5000 AMP
5000 AMP CONNECTION DETAILS

TRANSFORMER TESTS:

RATIO TEST
POLARITY TEST
PHASE RELATION TEST
NO-LOAD LOSS TEST
EXCITATION CURRENT TEST
IMPEDANCE VOLTAGE TEST
LOAD LOSS TEST
APPLIED POTENTIAL TEST
INDUCED POTENTIAL TEST
RESISTANCE MEASUREMENT TEST
TEST REPORT REQUIRED (STD FORMAT)
FACTORY QC IMPULSE TST HV ONLY
TEMPERATURE TEST: DATA FROM A DUPLICATE UNIT
SOUND TEST: DATA FROM A DUPLICATE UNIT
DESIGNATION ON TEST REPORT

NOTES:

SPECIFICATION ON RECORD
STANDARDS: IEEE C57.SERIES

SECONDARY FLEX CONNECTORS TO BE SHIPPED WITH THE LOW VOLTAGE SWITCHGEAR.

WARNING: This product can expose you to chemicals including Ethylbenzene, which is known to the State of California to cause cancer.
For more information go to www.P65Warnings.ca.gov.

Revision (06012014/06012014) BL
T/GI 20180716

SPECIAL PRICING

DESCRIPTION: Porcelain HV/LV Supports
FACTORY QUOTE #: WT012419-1

SPECIAL PRICING

DESCRIPTION: 1500 Hrs/5MIL paint
FACTORY QUOTE #: WT012419-1

Estimated days to ship, excluding transit: 80 working days after customer release to manufacturer. See Conditions of Sale.



Seq #	Qty	Product Description
3	1	Designation : TSL4 and DS4 Product Details: SRVINCMV-Manufacturer's Warranty Verification and Quality Assurance

Seq #	Qty	Product Description
3	1	Designation : Schneider Electric – SQD EMA Product Details: Schneider Electric – SQD EcoStruxure Microgrid Advisor EMA to connect to the distributed energy resources to automatically forecast and optimize how and when to consume, produce and store energy.

Battery Energy Storage System (BESS) for Port of LA



BESS Nameplate: 1200kW/1490.8kWh @ 480Vac

Schneider Electric BESS includes Power Conversion System (PCS), Li-ion Iron Phosphate (LFP) batteries, HVAC, fire detection, fire suppression, system, and battery management.

Description			
<p>BESS 1200kW/1490.8kWh</p> <ul style="list-style-type: none"> - 2 x 600kW NEMA 3R Power Cabinets with full four quadrant operation inverters - 1 x combiner box - AC and DC protections, disconnect, fuses and pre-charge - 4 x 373.7kWh CATL LFP NEMA 4 Energy Cabinet with liquid cooling thermal management - Local asset controller with Modbus TCP interface - Fire detection and fire suppression system - Certifications: BESS UL9540 - PCS: UL1741 incl. supplement A, CEC approved, CSA 22.2, IEC 62109-1, EMC: EN61800-3, Harmonics: IEEE 1547, IEEE 519 - Batteries: UL1973, IEC62619, IEC62477-1 LVD, UN38.3, tested/passed to UL9540A criteria - 5-year standard warranty - 10-year performance warranty based on the CATL supplied degradation curve 		1	



<ul style="list-style-type: none"> - Cabling bottom entry - Est. Dimensions L x D x H mm: <ul style="list-style-type: none"> o Power Cabinet: 1306mm x 1302mm x 2282mm o Energy Cabinet: 1300mm x 1300mm x 2280mm o Combiner: 600mm x 1302mm x 2282mm - Est. Weight kg: <ul style="list-style-type: none"> o 600kW Power Cabinet: 2000 kg o 372.7 kWh Energy Cabinet: 3500 kg o Combiner: 500 kg 			
<p>Commissioning</p> <ul style="list-style-type: none"> - Includes travel and time - Excludes overtime and weekends - Precheck list to be provided prior to commissioning - This includes 3 days of on-site start-up. Any specific system tuning beyond general start-up and operation may incur additional hourly rates - Prefer 3-week notice prior to site visit 		1	
<p>Preventative Maintenance</p> <ul style="list-style-type: none"> - Annual service 		5	

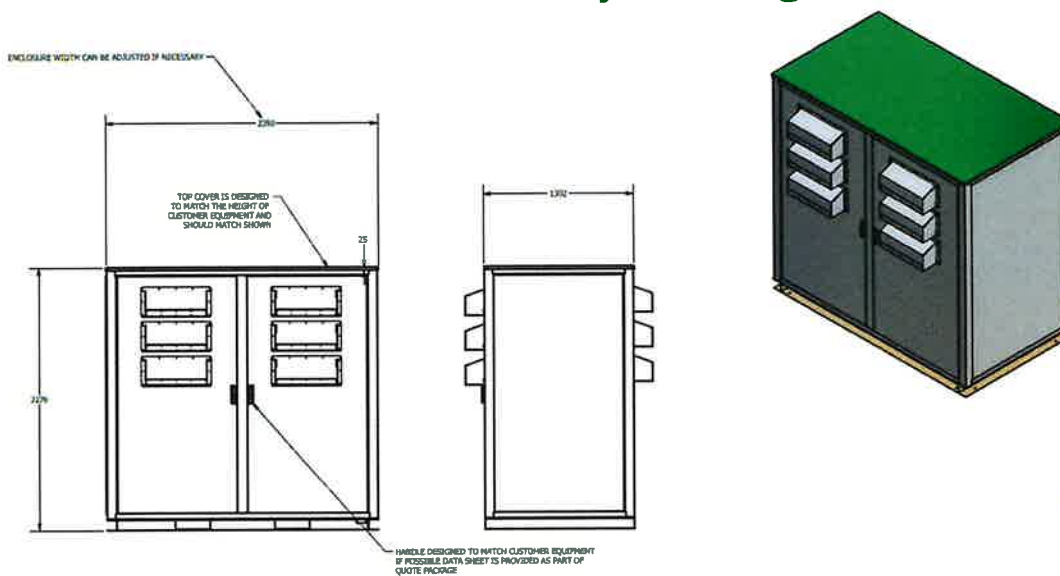
Assumptions

- Detail engineering and installation documents, final dimensions, and weight to be supplied during the design phase review.
- Spare parts cost not included.
- Services performed on-site by Schneider Electric, or Partner Field Service will be executed during the Schneider Electric business hours unless otherwise requested by the customer. Those hours are Monday through Friday from 8am to 5pm weekly, local time, unless otherwise specified. For more details, please check with your local Schneider Electric service sales representative or reseller for availability.
- Site visit for commissioning and preventive maintenance visits are available on a normal business hours basis.
- Our Services assume continuous uninterrupted and unobstructed access to the equipment, standby time may be chargeable.
- The equipment must be installed in an environment that adheres to manufacturer specifications.
- At the end of the activities, Schneider Electric or Partner Field Service Representative will provide the customer with a report indicating that the commission or maintenance of the asset was properly carried out and the functionality of the system was checked in all modes of operation to ensure compliance with all Schneider Electric service technical specifications.
- Any delays resulting in lost time caused by others may be chargeable.

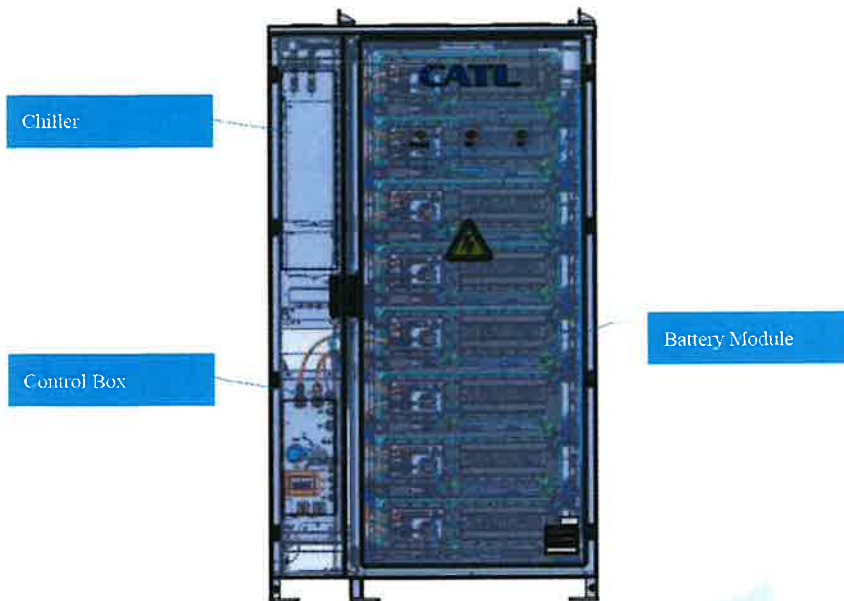
Exclusions

- Shipping is not included. Ex-works out of US factory. Due to variations of shipping lead times and costs, a shipping quote can be provided at time of shipment.
- Any additional testing, in the factory or in the field, as required by local AHJ
- Equipment additions or modifications as required by local AHJ or City Inspector
- Factory CATL battery discharge tests
- UL certified fire suppression systems
- PE Stamps
- Costs associated with fire department dispatch due to false alarms
- Accidental discharge
- Documentation required by NFPA 1, NFPA 855, and NFPA 2001, including, but not limited to: Site specific commissioning and decommissioning plans, hazard mitigation analysis, and Design Failure Mode & Effects Analysis for custom systems

Power Cabinet Outline Preliminary Drawing:



Energy Cabinet Outline Preliminary Drawing:



Bidder Certification

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

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) 201845	Awarding Authority (Department awarding the contract) Harbor Department, Port of Los Angeles
Bidder Name All Phase Electric Supply	
Address 3020 W Empire Ave, Burbank CA 91504	
Email Address David.Lauermann@AllPhaseElectricSupply.com	Phone Number 818-843-4111

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:

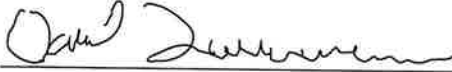
1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term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

David Lauermann

Name


Signature

Sales

Title

2/10/2022

Date

Prohibited Contributors (Bidders)

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 BAVN): 201845 Date Bid Submitted: 2/10/2022

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Square D Retrofit Kit- Berth 300 Crane Switchgear Modernization

Awarding Authority (Department awarding the contract): Harbor Department, Port of Los Angeles

Bidder Name: All Phase Electric Supply

Bidder Address: 3020 W Empire Ave, Burbank CA 91504

Bidder Email Address: David.Lauermann@AllPhaseElectricSupply.com Bidder Phone Number: 818-843-4111

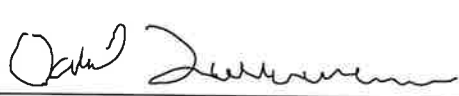
Schedule Summary

Please complete all three of the following:

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

<p>David Lauermann</p> <p>_____ Name</p> <p>Sales _____ Title</p>	<p></p> <p>_____ Signature</p> <p>2/10/2022 _____ Date</p>
---	--

Prohibited Contributors (Bidders)

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: Kirt Lasher Title: President
 Address: 1920 West Ridge Drive, Irving TX 75038

Name: Jeff Wolffard Title: Cheif Financial Officer
 Address: 1920 West Ridge Drive, Irving TX 75038

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.

Prohibited Contributors (Bidders)

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: _____

Check this box if additional Schedule B pages are attached.



CERTIFICATE OF LIABILITY INSURANCE

11/1/2022

DATE (MM/DD/YYYY)

11/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: _____	
	PHONE (A/C No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Property Casualty Co of America		25674
INSURER B : The Travelers Indemnity Company		25658
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CONEL07 **CERTIFICATE NUMBER:** 10869664 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	TC2JGLSA-4252B431-21	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-4252B443-TIL-21	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-0R372280-21-51-K UB-0R294586-21-51-R (AZ/MA/WI)	11/1/2021 11/1/2021	11/1/2022 11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance as respects operations of the Named Insured. The City of Los Angeles Harbor Department, its officers, agents and employees are an Additional Insured with respect to General and or Auto Liability to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s).

CERTIFICATE HOLDER

10869664
 City of Los Angeles and its Agencies
 Boards & Depts
 200 North Main Street
 City Hall East - RM 1240
 Los Angeles CA 90012

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BID RECAP SHEET

p. 1 of 1

DATE: 2/23/22

Bid No: F-1122; Bid Opened: 2/23/22, 11 a.m.

BUYER: Juan Benitez

REQUISITION NO.: G-22-007 (72739)

Title: QED-2 Switchboard for Electrical Switchgear and Battery System for B. 100

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	VENDOR CITY, STATE						Graybar Electric	
	CED dba All Phase Electrical Supply Grants Pass, OR							
1	QED-2 Switchboard for Electrical Switchgear and Battery System for B. 100. See "attachment A" for specifications, Clarifications and Exceptions	1	\$ 1,698,434.00	\$ 1,698,434.00	\$ 1,763,092.76	\$ 1,763,092.76		
	Cash discount							
				NET 30 DAYS		Net 30		
	SLB							
	Subtotal			\$ 1,698,434.00		\$ 1,763,092.76		
	Less: Payment Discount			0.00		0.00		
	Less: SLB Preference (10%)			0.00		0.00		
	Less: LBE Preference (8%)			0.00		0.00		
	TOTAL			\$ 1,698,434.00		\$ 1,763,092.76		
	Tax @ 9.50%							
	Total w/Tax			\$ 1,698,434.00		\$ 1,763,092.76		
	FOB							
	DELIVERY TIME ARO							
	COMMENTS							
				1		2		
	AWARDED TO:			VENDOR NO.		PO NO.	ITEMS	REASONS

CITY OF LOS ANGELES
HARBOR DEPARTMENT - PURCHASING DIVISION

BID TRANSMITTAL

TO: Dac Hoang, Engineering Division DATE: March 15, 2022

PURCHASE REQUISITION NO: G22-007 (72739) BID NO: F-1122


DESCRIPTION: QED-2 SWITCHBOARD "DS4" AND BATTERY SYSTEM

Attached for your review are the bids and price summary related to the above, described item. Your approval signature is required to proceed with the procurement process. A recommendation for award must be made to the lowest bidder that is in compliance with all specifications. If you are recommending an award away from the lowest bidder, please identify the alternate bidder and include a justification below.

LOWEST BIDDER: "CED dba All Phase Electric Supply" (Total \$1,698,434.00)

ALTERNATE RECOMMENDATION:

JUSTIFICATION:

Approval:  Date: 3/15/2022 Phone: 310 732 - 2620
(signature)

Purchasing this item is delayed until this form is signed and returned to Purchasing staff. If this purchase is over \$150,000 a draft board report must accompany this form.

What happens after Purchasing receives my signed Bid Transmittal?
If purchase is less than \$100K; a PO will be drafted and award made as recommended.
If purchase is between \$100K-\$150K; winning bid is forwarded to City Attorney for review and then forwarded to Senior Manager for signature.
If purchase is more than \$150K; winning bid and draft board report is forwarded to City Attorney for review. Award cannot be initiated until after the Board approves the purchase. It is the end-user's responsibility to notify Purchasing that an item is approved by the Board.

If you have any questions regarding this bid, please contact Juan Benitez at extension 3896.



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti Mayor, City of Los Angeles

Board of Harbor Commissioners Eugene D. Seroka

Jaime L. Lee President

Edward R. Renwick Vice President

Diane L. Middleton Commissioner

Lucia Moreno-Unares Commissioner

Anthony Pirozzi, Jr. Commissioner

DATE: May 10, 2022

Joe Jarama
ALL PLEASE, COT
5-16-2022

BID ADDENDUM #3, Bid No.: F-1122
DESCRIPTION: "QED Switchboard"

BID OPENING DATE: Monday, February 7, 2022, 11 a.m.

Revised Bid Opening Date: Friday, February 18, 2022, 11 a.m.

CLARIFICATIONS/ ADD:

Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) *Equal Benefits Requirements.*

(1) *No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.*

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. *A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.*

c. *The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.*

(3) *The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.*

(f) *Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:*

(1) *During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.*

(2) *The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.*

(3) *If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.*

(4) *Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.*

(5) *If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.*

All other specifications, terms, and conditions shall remain the same.

QUESTIONS, BUYER: Juan Benitez, (310) 732-3890.

Please attach this addendum to your bid.

Regards,



Digitally signed by Juan Benitez
DN: cn=Juan Benitez, o=Contracts
& Purchasing Division,
ou=Purchasing Section,
email=jbenitez@portla.org, c=US
Date: 2022.05.11 08:48:46 -07'00'

Juan Benitez
Procurement Supervisor
Port of Los Angeles, Contracts and Purchasing Division