

REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NUMBER: 13123
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, MARCH 27, 2026

| | |
|--|---|
| <p style="text-align: center;">SUBMIT BID TO:</p> <p>By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744-6433</p> <p>By Mail: Los Angeles Harbor Department Purchasing Office 500 Pier A Street Wilmington, CA 90744-6433</p> <p>By Email: jestrada@portla.org</p> | <p>SHIP TO ADDRESS:</p> <p>WILL CALL</p> <p>OR AS DIRECTED BY DEPARTMENT PERSONNEL</p> |
| <p>Buyer: Jacquelyn L. Estrada, Procurement Analyst jestrada@portla.org</p> | |

ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL

BIDS are requested for the annual requirements of the Los Angeles Harbor Department (“City” or “Department”) for **NON-HAZARDOUS HARD-TO-HANDLE WASTE DISPOSAL SERVICES** to be provided as detailed in the Scope of Work for the period commencing on August 15, 2026 and ending on August 14, 2027, with two (2) annual renewal options, subject to the approval of the Director of the Contracts and Purchasing Division (“Director”) or the Executive Director.

NOTE: THE HARD-TO-HANDLE WASTE DISPOSAL SERVICES ARE NOT PART OF THE CITY OF LOS ANGELES “recycLA” SERVICE PROVIDER PROGRAM. TRANSFER STATION MUST ACCEPT NON-HAZARDOUS WASTE.

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

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

| | |
|---|--|
| <p>NOTIFY: D. McLaurin</p> <p>E-26-0083</p> <p>Prev: 32149 JLE 022026</p> | <p>Firm Name _____</p> <p>Mailing Address _____</p> <p style="text-align: right; margin-right: 100px;">City</p> <p style="text-align: right; margin-right: 100px;">State Zip</p> <p>Phone No. _____ Email _____</p> |
| <p>REMITTANCE ADDRESS - Unless bidder indicates otherwise the City will remit to the above address for items received.</p> | |

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

Authorized Signature

Print Name and title

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PRICING/RATES:

| Line | Description | Estimated Annual Usage* | Unit of Measure | Unit Price |
|------|--|-------------------------|-----------------|------------|
| 1 | Municipal Solid Waste/Street Sweeping Debris | 600 | Ton | \$ |
| 2 | Bulky Items | 700 | Ton | \$ |
| 3 | Green Waste | 250 | Ton | \$ |
| 4 | Green Waste, Hard to Handle (Stumps) | 300 | Ton | \$ |
| 5 | Mixed Green and Wood Waste | 250 | Ton | \$ |
| 6 | Construction and Demolition (C&D) Waste | 700 | Ton | \$ |

*Estimated Annual Usage is intended for informational and Bid evaluation purposes only and is not intended to indicate or limit the actual usage rates of the resulting Agreement.

BIDDERS' INSTRUCTIONS

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

MODIFICATION OF RFB DOCUMENTS PROHIBITED. The RFB documents, as issued by the Los Angeles Harbor Department, shall not be modified in any way by the Bidder. Any bid found to contain alterations, deletions, additions, or other changes to the original RFB documents—not originating from and authorized by the Department—including, but not limited to, modifications to the specifications, requirements, terms, or conditions, will be rejected as non-responsive.

Requests for modifications necessary for the clarification, correction, or successful execution of the RFB or resulting contract must be submitted in writing to the Buyer at the email address provided above no fewer than five (5) business days prior to the bid deadline.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Regional Alliance Marketplace for Procurement website – <https://www.rampla.org/s/> . It is the responsibility of the bidder

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to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

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

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

AUTHORITY. The intent of this Request for Bid is the establishment of a contract under the sole authority and jurisdiction of the Los Angeles Harbor Department. Bids including Piggyback and/or cooperative terms, including pricing terms, are not requested, and will be rejected as non-responsive.

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

SCOPE OF WORK AND CONTRACTUAL TERMS

Contractor shall receive at its Transfer Station, and on occasion, pick up at 500 Pier A St, Wilmington, CA 90744, process and transport solid waste collected by the Harbor Department, within the Harbor Department boundaries, for disposal in a licensed landfill operated in compliance with all permits and local, state and federal regulations.

Solid waste to be delivered and deposited at the Transfer Station may include residential solid waste, commercial solid waste, park grass cuttings and tree trimmings, street sweeping material, and beach waste exclusive of heavy timbers.

City shall inspect all waste material prior to delivery to Transfer Station and shall remove any and all Excluded Waste. For purposes of this contract, "Excluded Waste" means waste that: (a) is prohibited from receipt at the Transfer Station by state, federal or local law, regulation, rule, code, ordinance, order, license, permit or permit condition; (b) is or contains hazardous waste or any bio-solids; (c) Contractor reasonably believes would, as a result of or upon disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions applicable to the Transfer Station; or (d) in the Contractor's opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or the City to potential liability.

Contractor shall have the right to inspect, analyze, or test any waste delivered by City or its agents, affiliates, or subcontractors. Contractor shall have the right to reject, refuse or revoke acceptance of any waste if, in the opinion of Contractor, the waste or tender of delivery fails to conform to, or City fails to comply with, the terms of this contract. In the event Contractor, by notice to City, rejects or revokes acceptance of waste hereunder, City shall, at its sole cost, immediately remove or arrange to have the

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rejected waste removed from the Transfer Station. If the rejected waste is not removed within twenty-four (24) hours from receipt of notice, Contractor shall have the right and authority to 'handle and dispose of the rejected or excluded waste. City shall pay and/or reimburse Contractor for any and all costs, damages and/or fines incurred as a result of or relating to City's tender or delivery of Excluded Waste or other failure to comply or conform to this contract, including, without limitation, costs of inspection, testing, analysis, handling and disposal of Excluded Waste. Title to, ownership of and liability for Excluded Waste shall at all times remain with the City.

City and its agents, affiliates, assignees and subcontractors shall have a limited license to enter the Transfer Station for the sole purpose of off-loading acceptable waste at an area designated, and in the manner directed, by the Contractor. City shall, and shall ensure that its agents, assignees, affiliates, and subcontractors, comply in all material respects with all rules and regulations of the Transfer Station, including those relating to the use and operation of the disposal site and conduct of persons on the premises of the disposal site, as the same may be amended by Contractor from time to time. Contractor may reject acceptable waste, deny City or its agents, affiliates, assignees and subcontractors entry to the disposal site and/or terminate this Agreement in the event of the City's or its agents, affiliates, assignees or subcontractors' failure to follow such rules and regulations.

Contractor shall weigh and receive, and furnish all necessary labor, tools, materials, appliances, equipment and facilities for such weighing and receiving at the Transfer Station, in accordance with all applicable terms and conditions of the contract.

Adequate roadways and clearance within the Transfer Station site to the point of dumping operations shall be maintained at all times so trucks delivering solid waste can operate with ease and without delay. Contractor shall have sufficient personnel and equipment to ensure ability to accept 30 trucks within a 60-minute period.

The weight of each load of solid waste delivered to the Transfer Station for which payment is to be made shall be in compliance with certified scale provided by Contractor at the Transfer Station.

Harbor Department will only pay for solid waste deposited by trucks positively identified and authorized by the Harbor Department, or owned and/or under the operation and control of the Harbor Department; or specifically designated by the Executive Director or his or her designee.

Provided that the requirements of this paragraph are met, a party shall not be considered in default in the performance of its obligations under this contract (not including the obligation to make payments) to the extent that such performance is prevented or impaired by the occurrence of Uncontrollable Circumstances. If, as a result of an event of Uncontrollable Circumstances, a party is wholly or partially unable to meet its obligations under this contract, then it shall give the other party prompt written notice of such event, describing it in reasonable detail. The obligations under this contract of the affected party shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists; provided, however, that Contractor shall have a reasonable time during which to assess the impacts caused by an event of Uncontrollable Circumstances and sole discretion to determine whether it will make repairs and resume all or part of the operations or whether it will terminate all operations at its disposal site. For purposes of this contract, "Uncontrollable Circumstances" shall mean Acts of God, including landslides, lightning, storms, floods, freezing, and earthquakes; forest fires; civil disturbances; strikes; lockouts or other industrial disturbances; acts of

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the public enemy; wars; blockades; public riots; breakage; explosions; accident to machinery, pipelines or materials; power failure; governmental restraint; damage to or destruction of the Transfer Station as a result of events such as those described herein; or other causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party whose ability to perform under this contract is impaired or prevented by the Uncontrollable Circumstances event.

DISPOSAL LOCATION. Disposal of collected material may not be in a municipal site. The location of the Transfer Station shall not be transferred or changed without the prior written consent of the Harbor Department. Facility is required to have a Solid Waste Facilities Permit. Transfer Station must accept non-hazardous waste. Disposal site location for hard-to-handle waste, refuse and rubbish to be collected under this Contract:

SITE NAME OR DESIGNATION: _____

LOCATION: ADDRESS: _____

VENDOR CONTACT FOR CONTRACTUAL ISSUES.

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____

VENDOR CONTACT FOR SERVICE REQUESTS.

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____

24-Hour Contact Phone: _____

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DISPOSAL LOCATION HOURS. Contractor shall keep and maintain the Transfer Station open and available for acceptance of solid waste between 6:00 AM and 5:00 PM, Monday to Saturday and all Contractors' Holidays (Memorial Day, Independence Day, Labor Day and Thanksgiving Day).

Bidder to state Transfer Station Hours for load deposits:

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

Saturday: _____ A.M. to _____ P.M. Closed

Sunday: _____ A.M. to _____ P.M. Closed

REPORTING REQUIREMENTS. Contractor shall keep accurate records of all solid waste deposited at the Transfer Station. A legible copy of the weight ticket at the time of disposal shall be provided to the driver of each truck at the time of disposal. A legible duplicate of the said ticket shall be sent with the Invoice to the Harbor Department. Each weight ticket shall include:

1. Truck Identification number Issued by the Harbor Department,
2. Date the load is deposited,
3. Time load is deposited,
4. Gross weight, tare weight and net weight for each truck delivering waste, and
5. Computed charge for each load.

CONFORM WITH ALL LAWS. Contractor to ensure that all material disposal conforms with all legal requirements. Contractor may be required to demonstrate compliance with applicable laws.

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.

CONTINUITY OF SERVICE. The Vendor shall ensure that there are no interruptions or delays in the provision of services due to invoicing errors, omissions, or discrepancies. The Vendor acknowledges that timely and accurate invoicing is its responsibility and agrees that any failure to submit a proper invoice shall not be grounds for suspension, reduction, or termination of services. In the event of an invoicing dispute, the Vendor shall continue to provide uninterrupted service while the dispute is being resolved.

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FINANCIAL TERMS

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be **\$99,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period; however, this amount may not be exceeded without prior written approval from the Director, or the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

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

YES or NO Option granted for one (1) additional year at a price increase not to exceed _____%.

YES or NO Option granted for second (2nd) additional year at a price increase not to exceed _____% over first (1st) option year prices.

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

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). **Please submit a copy of your IRS Form W-9 with your bid.** If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

NAME: _____

REMIT TO: ADDRESS: _____

A/R EMAIL: _____

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

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MISCELLANEOUS PURCHASES. The Harbor Department requests the option to purchase miscellaneous services, in conjunction with the purchase of services covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$1,000.00 per order, per invoice. The intention of this Section is to allow the Department the authority to pay unforeseen charges, fees, or expenses that may arise during the term of the resulting Agreement. Option acceptance or refusal will not affect bidder selection.

Check one:

Option Granted Option Not Granted INITIAL: _____

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, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. **New vendors will be allowed to provide their BTRC number after contract award.**

BTRC/Vendor Registration Number: _____

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

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

SALES TAX PERMIT. An active California Department of Tax and Fee Administration Seller's Permit is required to collect California Sales Taxes.

Seller's Permit Number: _____ N/A (Sales taxes will not be invoiced.)

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

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

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

Further information regarding this requirement may be found here:

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

Please Check One:

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

Withholding Forms Attached

GENERAL REQUIREMENTS

SMALL AND LOCAL BUSINESS (SLB) PROGRAM.

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

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

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

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

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

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

ETHICS. Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$25,000 or more and a term of at least three months 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 Form 50 (Attached) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$25,000 or more and a term of at least three months in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 50 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.

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

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

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

CARE AND CUSTODY. The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his/her possession or the possession of any of his/her

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agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agents.

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

COMPLIANCE WITH LAWS. Contractor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

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

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

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

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

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

BIDDER/VENDOR'S RAMP ID Number(s): _____

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GENERAL CONDITIONS READ CAREFULLY

- FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
- TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
- SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
- BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
- AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
- PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
- PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
- DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
- DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
- INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
- INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

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

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

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

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

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

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

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

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

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

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

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

- CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
- PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
- ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
- NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
- SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
- PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
- CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
- PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of

REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NUMBER: 13123

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, MARCH 27, 2026

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

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

THE END

No. 285 Rev. 07/15-116

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

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

| | |
|---|--|
| Reference Number (Bid, Contract, or RAMP) RFB 13123 | Awarding Authority (Department awarding the contract) HARBOR |
| Bidder Name | |
| Address | |
| Email Address | Phone Number |

Certification

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

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

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

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

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

Name

Signature

Title

Date