

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

BID NO. F-1223 Page 1

Show this number on envelope

Contract No. 40064

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: _____ ON THE _____ DAY OF _____, 2024
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name _____

Phone _____ Fax _____

Address _____
Street City State Zip

Signature _____ Printed Name _____ Printed Title _____

Signature _____ Printed Name _____ Printed Title _____

(Approved Corporate Signature Methods)

(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 _____, 2024 _____ 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 _____, 2024 City Attorney BY _____ Deputy |
|--|--|---|

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223

SUBMIT BID TO:

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

OFFICE HOURS:

7:30 a.m. – 4:30 p.m.
Monday through Friday (excluding Holidays)

**BID DUE BEFORE
11:00 A.M.
September 18, 2024**

Buyer: Danielle M. Nappi, Procurement Analyst dnappi@portla.org

**BIDS WILL BE PUBLICLY
OPENED**

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.

BIDS are requested for the annual requirements of the Los Angeles Harbor Department ("Department") for **EVENT EQUIPMENT RENTALS** to be furnished and delivered as may be required during a **one-year period from the effective date of the agreement** including two, one-year renewal options, subject to the approval of the Executive Director.

Provide, deliver, set-up, tear down and return event equipment, to/from various locations within the Harbor District on an as-needed-basis. Events may take place either indoors or outdoors.

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

REQ. NO.: K-25-036
NOTIFY: K. Mancilla
Previous Contract: 39953
PAGE 2

STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS
DISCOUNT FOR PAYMENT WITHIN _____ DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1
WET SIGNATURES REQUIRED

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

PRICING WORKSHEET

BIDS are requested in the form of a DISCOUNT OR MARKUP vendor will allow the Harbor Department from Manufacturer's/Vendor's Published Price List.

Two (2) copies of the quoted price list(s) must be submitted with the bid or provided in electronic format. Alternatively, price lists will be posted at the following URL:

The Price Agreement Conditions herein shall apply to discounts/markups quoted.

GENERAL DISCOUNT TERMS

PRICES QUOTED BELOW INCLUDE DISCOUNT OF _____% FOR PAYMENT WITHIN _____ DAYS:

YES NO (CHECK ONE)

1. STAGE AND STAGE ACCESSORIES

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---|-------------------------|
| 1A | Rental | Stage only, platform, in sections, 4' x 4' x 30-36" high, for use on asphalt, dirt, turf, grass or concrete. Modular design to allow for placement of steps at various points around stage. | Per Section/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|-------------------------|
| 1B | Rental | Guard rail, 4' long x 4' high sections, for sides and back | Per Section/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---------------------------------------|-------------------------|
| 1C | Rental | Steps with railings, 3' high | Per Section/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|-------------------------|
| 1D | Rental | Carpet cover for stage, 4' x 4' sections | Per Section/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---|-------------------------|
| 1E | Rental | Fabric skirt for stage, 4' long x 30-36" high for four (4) sides, opaque cotton fabric. State available skirt colors: | Per Section/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---|-------------------------|
| 1F | Rental | Black plastic liner for stage skirt, 4' long x 30-36" high for four (4) sides | Per Section/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

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| Item # | Item Type | Product Description | Unit of Measure |
|--|--|--|-----------------|
| 1G | Delivery, Set-Up, Tear-Down, Return | Complete stage assembly as described in Section 1A (seven (7) days a week, including holidays) | Lump Sum |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|----------------------|---------------------------------------|-----------------|
| 1H | Minimum Total Charge | Stage rental (if any) | Lump Sum |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

2. CHAIRS

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---|-------------------|
| 2A | Rental | White wooden chairs, tied together per LAFD regulations, including any set-up charges | Per Chair/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|-------------------|
| 2B | Rental | Folding Chairs with padded seats (Samsonite or equivalent), tied together per LAFD regulations, including any set-up charges. State Chair Brand: | Per Chair/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

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| Item # | Item Type | Product Description | Unit of Measure |
|--|---------------------|--|-----------------|
| 2C | Delivery and Return | Of folding chairs (seven (7) Days a week including holidays up to 100 chairs | Lump Sum |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|---------------------|--|-----------------|
| 2D | Delivery and Return | Of folding chairs (seven (7) Days a week including holidays up to 101-200 chairs | Lump Sum |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|---------------------|--|-----------------|
| 2E | Delivery and Return | Of folding chairs (seven (7) Days a week including holidays up to 201-300 chairs | Lump Sum |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

3. TABLES

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|-----------------------|
| 3A | Rental | White table (60") with hole in center for umbrella, including any set-up charges | Per Table/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

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| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---|-----------------------|
| 3B | Rental | 60" round table, including any set-up charges | Per Table/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---|-----------------------|
| 3C | Rental | 72" round table, including any set-up charges | Per Table/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|-----------------------|
| 3D | Rental | 6' rectangular table, including any set-up charges | Per Table/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|-----------------------|
| 3E | Rental | 8' rectangular table, including any set-up charges | Per Table/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

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| Item # | Item Type | Product Description | Unit of Measure |
|--|---------------------|--|-----------------|
| 3F | Delivery and Return | Of tables (Seven (7) days a week including holidays), for lots up to 10 tables | Lump Sum |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|---------------------|--|-----------------|
| 3G | Delivery and Return | Of tables (Seven (7) days a week including holidays), for lots 11 to 20 tables | Lump Sum |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|---------------------|--|-----------------|
| 3H | Delivery and Return | Of tables (Seven (7) days a week including holidays), for lots 21 to 30 tables | Lump Sum |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

4. LINENS

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|-------------------|
| 4A | Rental | Tablecloths for round tables specified in section 3. State Available Colors: | Per Cloth/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

| <u>Item #</u> | <u>Item Type</u> | <u>Product Description</u> | <u>Unit of Measure</u> |
|--|------------------|--|------------------------|
| 4B | Rental | Tablecloths for rectangular tables specified in section 3. State Available Colors: | Per Cloth/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| <u>Item #</u> | <u>Item Type</u> | <u>Product Description</u> | <u>Unit of Measure</u> |
|--|------------------|---|------------------------|
| 4C | Rental | Linen Napkins State Available Colors: | Per Napkin/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| <u>Item #</u> | <u>Item Type</u> | <u>Product Description</u> | <u>Unit of Measure</u> |
|--|------------------|--|------------------------|
| 4D | Rental | Table Skirts State Available Colors: | Per Skirt/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

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5. TENTS

Must include all safety accessories such as fire extinguishers and all necessary permits.

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---|------------------|
| 5A | Rental | 20' x 20' Tents, no sides, including set-up and tear down | Per Tent/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---------------------------------------|-----------------|
| 5B | Rental | Four Clear sides for 20' x 20' tents | Per Set/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---------------------------------------|-----------------|
| 5C | Rental | Four white walls for 20' x 20' tents | Per Set/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---------------------------------------|-----------------|
| 5D | Rental | Weights for 20' x 20' tents | Per Set/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

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| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---|-----------------|
| 5E | Boring | Holes in hard surface (asphalt, etc.) for tents | Per Hole |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|---|-----------------|
| 5F | Delivery | Of tents (Seven (7) days a week including holidays) | Per Tent |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

6. CLIMATE CONTROL AND FOOD STORAGE

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|------------------|
| 6A | Rental | Forced Air heating for enclosed tents/canopies, propane-fueled | Per Unit/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|------------------|
| 6B | Rental | Electrical Generator/70kVa, ultra-silent | Per Unit/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|------------------|
| 6C | Rental | Commercial Freezer, 25ft ³ -30ft ³ | Per Unit/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | |
| | | Net Unit Price (City Price): | \$ |

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HARBOR DEPARTMENT**

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7. CARPET AND ASTROTURF

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|------------------|
| 7A | Rental | Carpet for inside 20ft x 20ft tents. State Available Colors: | Per Each/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|------------------|
| 7B | Rental | AstroTurf for immediate proximity of tents within an event site, 20ft x 20ft | Per Each/Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

| Item # | Item Type | Product Description | Unit of Measure |
|--|-------------------------------------|---|-----------------|
| 7C | Delivery, Set-Up, Tear-Down, Return | AstroTurf and Carpet (Seven (7) days a week including holidays) | Per Each |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

8. MISCELLANEOUS

| Item # | Item Type | Product Description | Unit of Measure |
|--|-----------|--|------------------------|
| 8 | Rental | Screens, pipe and drape type, 6ft high | Per Screen/ Per Day |
| Price List Name: | | | |
| Price list column and page for pricing verification: | | | |
| <input type="checkbox"/> Discount | % | Specified Unit Price from Price List: | \$ |
| <input type="checkbox"/> Markup | | | \$ |
| | | Net Unit Price (City Price): | \$ |

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

BIDDER'S INSTRUCTIONS

QUESTIONS. Bidders shall submit questions regarding this RFB to dnappi@portla.org no later than **one week before the bid closing date**. Questions received after this time will not receive a response. All questions and responses will be posted publicly to the Regional Alliance Marketplace for Procurement website- www.RAMPLA.org and <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids> .

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

It shall be the bidder's responsibility to **provide one (1) original, with wet signature(s) and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Department, 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 Department at the Bid closing date and time.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Regional Alliance Marketplace for Procurement website – www.RAMPLA.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 Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

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.**

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

SUPPLIER CONTACT INFORMATION:

Contact Person: _____

Title: _____

Telephone: _____

Fax: _____

Email Address: _____

24-Hour Contact Phone: _____

CONTRACTUAL TERMS SECTION

PRICE AGREEMENT CONDITIONS. Prices charged the Harbor Department are based on a percentage discount from or Markup to the manufacturer's published price list. Percentage discount/mark-up is to remain firm for the duration of the contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with changes as issued by the Manufacturer. Price Lists which are submitted with BID must be current in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS.

Three (3) additional copies of the Price List(s) will be required to be submitted by the successful bidder prior to award of a contract. In addition, four (4) copies of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

- WHEN QUOTING INTERNET / ON-LINE CATALOGS AND PRICE LISTS:

The bidder shall provide, in its quotation, access to a secured (https) website for the City of Los Angeles Purchasing Agent to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The successful bidder shall provide website access to all City customers placing orders. The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

- WHEN NO CATALOG OR PRICE LIST EXISTS:

When manufacturer's price lists do not exist or are not otherwise available for Cost Plus Markup contracts, the following shall apply:

Prices charged the City are based on a Cost, Plus Percentage Markup to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage markup is to remain firm for the duration of the contract, including renewal option periods.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Sub-Purchase Order shall be submitted with the contractor's invoice. Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the contractor's invoice.

- For auditing purposes, the vendor may be asked to provide any of the following to verify part pricing to the Department: page # where price is located, print out of web page pricing, excel row # for submitted excel price lists and/or copy of manufacturer's, distributor's, sub-supplier's, or other supply chain source's quotation.

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be **\$200,000** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish materials and equipment 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 Board of Harbor Commissioners in the event the amount exceeds \$150,000.

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

Check one and initial:

Option Granted: _____ Option Not Granted: _____

RENEWAL OPTION. State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two years, from the date of expiration, under the same terms and conditions, and at the same percentage discount off/markup to the applicable manufacturer's price list as stated herein. Option(s) granted will not be considered as a factor in awarding contracts.

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

YES NO Option granted for second additional year at a price increase not to exceed _____% over first option year's prices.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

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

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

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.

TERMINATION FOR NON-APPROPRIATION

The Department's (City's) obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

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.

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.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

BUSINESS HOURS: Vendor to indicate business hours:

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

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

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

WARRANTY. Terms of warranty on new equipment/materials offered (if applicable). Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted:

Parts: _____ Labor: _____

Please attach additional warranty terms to bid, if applicable.

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.

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 bidder's submittal.

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.

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 425 S. Palos Verdes Street, San Pedro, California 90731.

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

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.

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

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. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

POLICY COPIES

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

PRIMARY COVERAGE

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

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days' notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

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

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

NOTE

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars (\$1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Auto Liability Insurance

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

Workers' Compensation and Employer's Liability

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

_____ (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

DELIVERY

DELIVERY. Delivery is requested as soon as possible 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. Port of Los Angeles, Public Relations Division, 425 S. Palos Verdes Street, San Pedro, CA 90731.

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. **Please provide a copy of your firm's IRS Form W-9 with your bid.** If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

COMPANY: _____

REMIT TO:

ADDRESS: _____

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

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

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

BTRC/BTRC Exemption 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.

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), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

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

Further information regarding this requirement may be found here:
<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

Please Check One:

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

GENERAL RULES AND REGULATIONS

ETHICS.

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

SMALL & LOCAL BUSINESS PROGRAM

Certified SLB by the City of LA

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 RFP.

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

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

Certification as a Small & Local Business is valid for two calendar years 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>.

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.

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.

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.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP)

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.

Vendor RAMP ID: _____ (required).

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.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

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-1223
(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS READ CAREFULLY

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

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

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.
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.

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

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

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

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

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.
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.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

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

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1223
(SHOW THIS NUMBER ON ENVELOPE)

California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 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

THE END

No. 285 Rev. 07/15-116