REQUEST FOR BIDS

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 13037
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, FEBRUARY 7, 2025

SUBMIT BID TO: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744-6433 OR VIA EMAIL: jestrada@portla.org	**SHIP TO ADDRESS:** Port of Los Angeles, 90731 and 90744 Or Store Location As Directed by Department Personnel
Buyer: Jacquelyn L. Estrada, Procurement Analyst **Email: jestrada@portla.org**	

ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL

SAFETY SHOE PROGRAM

BIDS are requested for the annual requirements of the Los Angeles Harbor Department ("Department" or "City") for **SAFETY SHOES** to be furnished and delivered as may be required upon the execution of the contract for a period of one-year from the date of contract execution, including two, one-year renewal options, subject to the approval of the Executive Director or Designee.

The Department will issue vouchers to Department employees to purchase safety boots adhering to specification requirements (**Attachment A**) up to $165.00 including tax. Purchase and use of the safety boots are intended for Department employees only. Employees must present valid, current Department Identification along with their voucher at the time of purchase. VENDORS MUST HAVE A SHOE MOBILE OR MOBILE SHOE STORE THAT CAN BE SCHEDULED FOR ON-SITE SAFETY SHOE DISTRIBUTION. (Please see attached Safety Shoe Program Specifications for additional requirements.)

Time of delivery: _____ days after receipt of order: **Terms** _____% discount _____ days.

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

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.

NOTIFY: C. Toy REQ2053 Previous: 32130	Firm Name _____ Mailing Address _____ City State Zip Phone No. _____ Fax No. _____ **REMITTANCE ADDRESS - Unless bidder indicates otherwise the City will remit to the above address for items received.**

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

_____ **Authorized Signature**

_____ **Print Name and title**

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1. **SAFETY SHOES, IN ACCORDANCE WITH ATTACHED SPECIFICATIONS**

BIDS are requested in the form of a **DISCOUNT OR MARK-UP** that vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List. The Price Agreement Conditions herein shall apply to discounts quoted. Please quote terms for the safety shoe manufacturers for which your company is an authorized distributer.

One (1) copy of each manufacturer's price list must be submitted at invoicing.

State PERCENTAGE DISCOUNT/MARK-UP allowed the Harbor Department for each of the safety shoe manufacturers quoted. Use additional pages as necessary:

Item #	Manufacturer	Unit of Measure
1A		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1B		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1C		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

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Item #	Manufacturer	Unit of Measure
1D		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1E		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1F		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1G		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1H		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

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Item #	Manufacturer	Unit of Measure
1I		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1J		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1K		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1L		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1M		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

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Item #	Manufacturer	Unit of Measure
1N		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1O		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1P		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1Q		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

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Item #	Manufacturer	Unit of Measure
1R		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1S		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1T		Pair
Price List Name/No.:		
Price list column and page for pricing verification:		
☐ Discount ☐ Markup	%	

Item #	Manufacturer	Unit of Measure
1U	NOT OTHERWISE SPECIFIED OR QUOTED	Pair
☐ Discount ☐ Markup	%	

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BIDDERS' INSTRUCTIONS

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

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.

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

BID EVALUATION. Two contracts will be awarded to the two lowest responsive, responsible bidders. Contracts will be awarded to the two bidders with the lowest pricing based on the highest average discount granted for the quoted lines.

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

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.

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.

SAMPLE PRICING WORKSHEET. Bidder must complete the attached Sample Pricing Worksheet for bid evaluation purposes, quoting current pricing for comparable items, as necessary.

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

CONTRACTUAL TERMS SECTION

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: _____

AUTHORIZED DISTRIBUTOR/DEALER:

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

☐ Yes: _____ ☐ No: _____

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

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

REASONABLE DISTANCE. Vendor must have a physical storefront location within a 30-mile distance of the Port of Los Angeles (Zip Codes 90731 and 90744).

AVERAGE ANNUAL VOUCHER DISTRIBUTIONS. The following represents the average number of safety shoe vouchers distributed to Department employees on an annual basis:

Shoe Mobile: 190
As-Needed: 265

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BUSINESS HOURS:

Vendor to indicate business hours:

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

Saturday: _____A.M. to _____P.M. ☐ Closed

Sunday: _____A.M. to _____P.M. ☐ Closed

PRICE AGREEMENT CONDITIONS. Prices charged the Harbor Department are based on a percentage discount from Manufacturer's Published Price List. Percentage discount 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.

One (1) additional copy of the Price List(s) will be required to be submitted by the successful bidder upon award of a contract. In addition, one (1) copy 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. Electronic copies are acceptable.

RENEWAL OPTIONS. State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one (1) or two (2) years, from the date of expiration, under the same terms and conditions, and at the same percentage discount off the applicable manufacturer's price list as stated herein. Option(s) granted will not be considered as a factor in awarding contracts.
(Please check one for each option and initial.)

_____ ☐ YES ☐ NO Option granted for one (1) additional year.

_____ ☐ YES ☐ NO Option granted for second (2nd) additional year.

If any renewal option granted herein is exercised the Harbor Department will so notify the Contractor, in writing, prior to the expiration date.

NOTE: ALL OPTIONS GRANTED ARE SUBJECT TO APPROVAL BY THE EXECUTIVE DIRECTOR OR DESIGNEE.

NEW AND UNUSED. The goods furnished shall be new and unused, current model or offering.

RETURN POLICY. Please attach a copy of your company's return policy to your bid.

WARRANTY. Terms of warranty on new goods. Free replacements for defective goods and workmanship for the following time period after purchase:

Goods: _____ ☐ N/A

Please attach additional warranty terms to bid, if applicable.

SUBSTITUTIONS. Vendors are expected to quote only those manufacturers that can be reasonably expected to be available through the current term of the contract. Substitutions are only permissible upon the prior authorization of Risk Management Division staff, and only if the substituted product is of equal or greater quality of the quoted manufacturer.

VOUCHERS. Vendors agree to accept Safety Shoe Vouchers issued from the Risk Management Division and monitor their use, and keep records of the employee purchases. Vendors will provide purchase documents to Risk Management for payment processing. The Department's Safety Shoe Program applies to safety shoes only. No accessories or unspecified add-ons may be charged or billed to the Department for payment under the Program. A sample Voucher is included as **Attachment B**.

MONTHLY REPORTS. Vendor is required to submit a report, by the fifth business day of each month, of all purchases carried out under the authority of this Program during the previous month. The monthly report must include: Employee Name, Employee Division, Employee Number, Authorization Number, Amount of Purchase, and Date of Purchase. Reports are to be submitted to the Los Angeles Harbor Department Risk Management Division, 425 S. Palos Verdes Street, San Pedro, CA 90731, c/o Safety Shoe Program.

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

Acceptable Evidence and Approval of Insurance

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

POLICY COPIES

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

PRIMARY COVERAGE

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

NOTICE OF CANCELLATION

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

RENEWAL OF POLICIES

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

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

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

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

General Liability Insurance

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

Where Vendor's operations involve work within 50 feet of railroad track, Vendor's Commercial General Liability coverage shall also have the railroad exclusion deleted.

Auto Liability Insurance

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

Workers' Compensation and Employer's Liability

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

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

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

_____ (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

DELIVERY

DELIVERY. Delivery terms for goods listed in Section 1:

Same Day Delivery Required after receipt of order (ARO) for normally-stocked items.

Delivery Required within 14 Days of receipt of order for special-order and non-stock items.

DELIVERY POINT. Prices to include all shipping, handling and delivery charges, F.O.B. the Harbor Department, San Pedro, CA 90731 or Wilmington, CA 90744, or store location, as applicable.

DELIVERY POINT, WILL CALL. Store Location where goods may be picked up on a "Will Call" basis:

LOCATION:

COMPANY: _____

ADDRESS: _____

_____

FINANCIAL SECTION

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be **$54,945.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Director of Contracts and Purchasing and/or the Board of Harbor Commissioners in the event the amount exceeds $150,000.

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

Check one:

☐ Option Granted ☐ Option Not Granted INITIAL: _____

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

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.

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

Permit Number: _____. ☐ N/A (Invoices will not include sales taxes.)

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.

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

BTRC/BTRC Exemption Number: _____.

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

NAME: _____

REMIT TO: ADDRESS: _____

_____

A/R EMAIL: _____

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

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

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

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

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

Please Check One:

☐ **Both Bidder's Legal Address (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 RULES AND REGULATIONS

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.

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE). It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

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.

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 (provided in Attachment) 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.

SMALL AND LOCAL BUSINESS (SLB) PROGRAM.

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

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

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

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

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

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

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

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

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): _____

REQUEST FOR BIDS

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 13037
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, FEBRUARY 7, 2025

GENERAL CONDITIONS
READ CAREFUL

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

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

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

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

5. **AWARD OF CONTRAC**T. 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.

6. **PURCHASE AGREEMENT**. A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.

7. **PRICE GUARANTEE**. If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.

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

9. **PAYMENTS**. Payment terms are NET 30 days unless bidder 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.

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **PATENT RIGHT**S. 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.

16. **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.

17. **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.

18. **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 Bidder 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. 10/12-116