

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

BID NO. F-1071 Page 1
Show this number on envelope

Contract No. 39913

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: Cypress, CA ON THE 3rd DAY OF February, 2020
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Johnson Controls Inc
Phone 562-760-1914 Fax 562-799-3621
Address 5770 Warland Dr, Cypress, CA 90630
Street City State Zip
Tom Tachovsky Toni Tachovsky HVAC Instl. Mgr.
Signature Printed Name Printed Title

Signature Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)
(Approved Corporate Signature Methods)

- 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 _____, 201__ _____ Notary Seal Signature	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department _____ Date	Approved as to form and legality <u>2-6</u> , 20 <u>20</u> City Attorney BY _____ Deputy
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DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Vice President and President, Building Solutions, North America, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from **Johnson Controls, Inc.**, a Wisconsin corporation (“JCI”), dated June 6, 2017, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP** (formerly known as SimplexGrinnell LP), a Delaware limited partnership (“JCFP”), dated June 8, 2017, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC** (formerly known as Tyco Integrated Security LLC), a Delaware limited liability company (“JCSS”), dated June 8, 2017, hereby authorizes:

Toni L. Tachovsky
HVAC Installation Manager

(the “Delegate”) to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:


- a. further sub-delegation of the above acts absent necessary approvals in writing;
- b. the execution of surety, performance or bid bonds;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
- d. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect through October 15, 2020.

Signed at Milwaukee, Wisconsin, this 16th day of June, 2019.

Johnson Controls, Inc., Johnson Controls
Fire Protection LP, and Johnson Controls
Security Solutions LLC

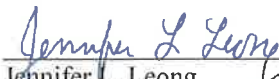


Rodney N. Rushing
Vice President and President
Building Solutions, North America

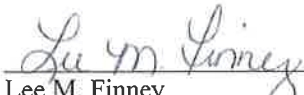
ATTESTS:



Steven W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.



Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP



Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

NO. F-1071

<p><u>SUBMIT BID TO:</u> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	
<p><u>Buyer:</u> Tricia Carey, Director (310) 732-7656</p>	<p>BIDS WILL BE PUBLICLY OPENED</p>

**ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".
 AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.**

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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THIS PURCHASE ORDER IS FOR THE REPLACEMENT OF TWO HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) UNITS AT THE PORT POLICE HEADQUARTERS BUILDING, AND IS FOR A TOTAL AMOUNT NOT-TO-EXCEED \$782,732.23, EXCLUDING SALES TAX. EXHIBIT 1 DETAILS THE BREAKDOWN OF MATERIALS AND LABOR.

THIS PURCHASE ORDER IS IN ACCORDANCE WITH THE GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT GS-07-190CA, WITH JOHNSON CONTROLS, INC., A COOPERATIVE PURCHASE ARRANGEMENT PER CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, CHAPTER 2, SECTION 10.15 (a) (8). PRICE AND TERMS OF THIS PURCHASE ORDER ARE INCORPORATED HEREIN. SEE EXHIBIT 2.

SALES TAX PERMIT. Contractor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number 98040849

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

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

CONSTRUCTION MATERIALS. Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be UL\FM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code(s).

<p>REQ. NO.: 60801 NOTIFY: C. SMITH PAGE 2</p>	<p>STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1</p>
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AUTHORIZED DISTRIBUTOR/DEALER. The Contractor indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the supplier. The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

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.

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.

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

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 clean appearance.

DIR REGISTRATION.

ALL CONTRACTORS MUST HAVE A CONTRACT REGISTRATION NUMBER THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

The prevailing rate of per diem wages and rates for legal holidays and overtime work for each craft, classification or type of workers needed in the execution of any contract to let under the Specifications has been determined by the Director of the Department of Industrial Relations (DIR) of the State of California pursuant to the provisions of the Labor Code of the State of California. The State of California has approved the City's Labor Compliance Program of enforcement of State prevailing wage laws and will allow the City to retain all penalty assessments for violation of these laws.

Pursuant to notice requirements effective January 1, 2015, all Contractors and subcontractors must register with and meet requirements of the State of California DIR using the online application before bidding on the public works contracts in California. For the online application, visit <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

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- a. No Contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).
- b. No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. The Project is subject to compliance monitoring and enforcement by the DIR.

PREVAILING WAGES

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.
- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.
- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers, and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.
- f. No later than the end of the work day following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the work day, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the work day. Each field report shall:
 1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.

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2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or Contractor).
3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the work day.
5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the work day.
6. Contain the printed name and title for the Contractor or subcontractor representative, and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.
- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.
- i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

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

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Prime Contractor State of California DIR Registration No.:

1000000593

Subcontractor State of California DIR Registration No.:

Subcontractor State of California DIR Registration No.:

(Attach additional sheets if necessary)

DIR REPORTING LABOR CLASSIFICATIONS.

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

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

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

REMIT TO: NAME: Johnson Controls

ADDRESS: P.O. Box 730068

Dallas, TX 75373

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

SUPPLIER CONTACT INFORMATION.

Contact Person: ALI REHAN

Title: Account Exec.

Telephone No.: 562-760-1914

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Fax No.: 562-799-3621

E-Mail Address: ali.s.rehan@jci.com

24 Hour Contact No.: 866-819-0230

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 consultants), 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 Purchase Order 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 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 Contractor's insurance documents. Track4LA® is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA® include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Contractor's insurance broker or agent shall obtain access to Track4LA® at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Contractor's behalf.

Policy Copies

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

PRIMARY COVERAGE

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

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

ADDITIONAL INSURED

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

NOTICE OF CANCELLATION

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

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to Track4LA®. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

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

Contractor 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

Contractor 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

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Contractor's normal limits of liability but not less than ONE MILLION Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Contractor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Contractor'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

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

Workers' Compensation and Employer's Liability

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

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

 (initial)

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

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NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

ENVIRONMENTAL MANAGEMENT SYSTEM. The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

CITY ETHICS COMMISSION (CEC) FORMS 50 and 55. 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 Form 50 and 55 (Exhibits 3 and 4) to the awarding authority at the same time the response is submitted. The form requires 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

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requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org

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.

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

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

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

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

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

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.

REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1071

(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS READ CAREFULLY

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

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

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

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

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

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

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

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

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

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

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

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

13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless Contractor 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 Contractor'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 California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The Contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason

REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

NO. F-1071

(SHOW THIS NUMBER ON ENVELOPE)

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 Contractor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116



Johnson Controls Inc.
12393 Slauson Ave, Whittier, CA 90606
tel: (562) 760-1914 fax: (562) 684-0364
ali.s.rehan@jci.com

PROJECT NAME: Port of Los Angeles – PPHQ –Replace (2) Packaged AC Units
DATE: November 30, 2018 Page 1 of 4

BY AND BETWEEN:
JOHNSON CONTROLS, INC.

(CUSTOMER)
City of Los Angeles / Port of Los Angeles

5770 Warland Drive
Cypress, CA 90630

Construction & Maintenance Division
500 Pier "A" Street
Wilmington, CA 90744

ATTN: *Chuck Smith*

Replacement of Two (2) defective McQuay Package Units

Scope of Work:

- 1) Provide permits, plans, drawings, mechanical engineer, & structural verification required for City approval.
- 2) Check & record the existing external static pressure for the two (2) existing McQuay water cooled package.
- 3) Provide cost for structural upgrades, & additional structural engineering required to design the upgrades, if required after the structural review has been completed for both package units.
- 4) Provide and setup Temporary Cooling in the enclosed space next to the building. Connect the ductwork to the building air conditioning system.
- 5) Disconnect electrical wiring, control wiring, sheet metal ducting, drain piping, make-up water piping, & anchorage from the two (2) existing McQuay water cooled package units.
- 6) Provide capping of the make-up water piping on roof.
- 7) Provide temporary sheet metal materials required to cap off the supply air ducting, & return air ducting on roof, so customer can have temporary cooling ducting connected.
- 8) Provide rigging (via crane) to remove, & properly dispose of the two (2) existing McQuay package units.
- 9) Provide & install two (2) new custom made 80-ton air cooled package units, mounted on the existing spring isolation systems.
 - a. New units are designed to match the existing McQuay unit size and weight.
 - b. Double wall all aluminum units with 2" Wall insulation
 - c. Structural aluminum base full perimeter
 - d. Unit finish is coated with two part epoxy and top coat polyurethane, rating meets 5000 hours salt spray test per ASTM B117 standards
 - e. Weight for new units will not exceed the weight of existing units
 - f. Supply fans are fan array with ultra-efficient and quiet operation
 - g. Power Exhaust fans are direct drive, Ultra efficient and quiet operation
 - h. Efficiency levels between 20% to 80% of full operations are approximately at 14 EER

PROJECT NAME: Port of Los Angeles – PPHQ –Replace (2) Packaged AC Units
DATE: November 30, 2018 Page 2 of 4

- i. Condensing units with multiple compressors, dual refrigeration circuits and copper fins
 - j. Single Source Power panel
 - k. 100% Economizer capability
 - l. Full DDC Controls with native LON interface, front end integration by others.
 - m. Title 24 complaint economizer and controls.
-
- 10) Provide attachment of new the two (2) new package units to the existing spring isolation systems, as specified by the structural engineer.
 - 11) Provide & install two (2) 400-amp fusible service disconnects at the package unit locations.
 - 12) Reconnect the existing 2" electrical conduit to the two (2) new service disconnects, & install new 2" conduit from the two (2) new service disconnects to the two (2) new package units.
 - 13) Remove & replace the two (2) existing circuit breakers in the MCC panel for both package units, with properly sized circuit breakers, which meet the MCA of two (2) new package units.
 - 14) Remove & replace the existing electrical wiring to the two (2) new service disconnects, with 4/0 wiring, using the existing 2" conduits.
 - 15) Provide & install new 4/0 electrical wiring from the two (2) new disconnects to the two (2) new package units.
 - 16) Provide the new units with LON communication cards. Mapping the points to existing BAS by others.
 - 17) Reconnect the existing drain piping to the two (2) new package units.
 - 18) Reconnect the existing supply air ducting, & existing return air ducting to the two (2) new package units.
 - 19) Perform start-up, & testing of the two (2) new package units.
 - 20) Set external static pressure of the two (2) new package units to match the existing reading taken from the McQuay package units.
 - 21) Remove the temporary units from the property.
 - 22) All work will be performed during normal business hours.
(Monday--Friday---6:00 am to 4:00 pm)
 - 23) Provide maintenance manuals, operational manuals, & as-build drawings at completion of the project.

Exclusions:

- Asbestos related work.
- Replacing the existing 2" electrical conduits
- Structural upgrades.
- Metasys controls
- Integration to existing LON network.



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PROJECT NAME: Port of Los Angeles – PPHQ –Replace (2) Packaged AC Units
DATE: November 30, 2018 **Page 3 of 4**

- Labor or material not specifically described above is excluded from this proposal.
- Overtime and shift work
- Fire alarm related work
- Duct Cleaning
- Air balancing for air distribution in building
- Additional refrigerant required to fully charge both refrigerant circuits
- Patching, & painting

Note: This proposal may be withdrawn by us if not accepted within 60 days.



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PROJECT NAME: Port of Los Angeles – PPHQ –Replace (2) Packaged AC Units
DATE: November 30, 2018 Page 4 of 4

Price Breakdown: Based on GSA Schedule # GS-07F-190CA

Total Price **\$ 843,583.43**

Material

Open Market Material Cost	Qty	Cost	Total
Alliance Custom Rooftop Package Unit 80-tons, see details in the scope of work	2	\$312,901.00	\$ 625,802.00
400 Amp disconnect, electrical	1	\$5,770.00	\$ 5,770.00
Supply and Return Ductwork	2	\$3,890.00	\$ 7,780.00
Piping, drain, misc	2	\$593.00	\$ 1,186.00
			\$ -
Sub total			\$ 640,538.00
Sales Tax		9.50%	\$ 60,851.11
Total Material cost			\$ 701,389.11

Sub-Contractor

Open Market - Sub contractor	Total
United Rental - Temp Cooling & Setup	\$ 46,780.00
Rigging	\$ 21,768.00
Street use and travel Permits cost	\$ 3,378.00
Roofing contractor	
Permit cost	\$ 1,500.00
Electrical	\$ 7,560.00
Sub-Contract Total Cost	\$ 80,986.00

Labor based on GSA Schedule GS-07F-190CA

Descriptions	Hours	Rate/hr	Total
Project Manager	40	\$ 137.20	\$ 5,488.00
Security Solution Engineering Consultant	140	\$ 163.24	\$ 22,853.60
HVAC Mechanic field	288	\$ 100.19	\$ 28,854.72
Building Automation System Service Technician	0	\$ 136.54	\$ -
Travel/Truck charge			\$ 4,012.00
Total Labor Cost	468		\$ 61,208.32



GENERAL SERVICES ADMINISTRATION WORLDWIDE FEDERAL SUPPLY SCHEDULE

Schedule 84 – “Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue”

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <https://www.GSAAdvantage.gov>

Contract Number: GS-07F-190CA

Contract Period: 9/01/15 through 8/31/20

Special Item Numbers:

- 246-01 Smart Buildings System Integrator
- 246-20-3 Miscellaneous Alarm and Signal Systems
- 246-25 Fire Alarm Systems
- 246-35-1 Access Control Systems: card, mag, prox
- 246-35-2 Access Control Systems: Door entry control by touch access, digital, keypad touch,
- 246-35-3 Access Control Systems: Parking
- 246-35-4 Access Control Systems: Emergency exit door access/alarm systems
- 246-35-5 Access Control Systems: Vehicle barrier/bollard
- 246-35-6 Access Control Systems: Other
- 246-36 Locking Devices
- 246-40 Intrusion Alarms and Signal Systems
- 246-42-1 Facility Management Systems: Security
- 246-42-2 Facility Management Systems: HVAC/R
- 246-42-3 Facility Management Systems: Multiple
- 246-43 Perimeter Security/Detection Systems
- 246-51 Installation
- 246-52 Professional Services
- 246-53 Facility Management and Energy Solutions: Alternative Financing / ESPC
- 246-60-1 Security Systems Integration and Design Services
- 246-60-2 Security Management and Support Services
- 246-60-3 Security System Life Cycle Support
- 246-1000 Ancillary Services

Johnson Controls, Inc.

507 E. Michigan Street
Milwaukee, WI 53202
Phone: 1-800-727-6660
Fax: 1-240-683-7601
Email: cg-gsa-schedules@jci.com
Website: www.johnsoncontrols.com

For more information on ordering from Federal Supply Schedules, click on “FOR FEDERAL AGENCY CUSTOMERS” at www.gsa.gov/schedules

This contract is eligible for unrestricted use by State and Local government agencies nationwide.

As a world-class building technology partner, Johnson Controls' service specialists can develop a maintenance program to extend the life of your assets, reduce your operational costs, and help you achieve your business' goals. All of our services are performed by highly skilled, factory-trained technicians who specialize in specific types of equipment, allowing them to create safer, more productive environments for the people and processes inside your building.