

REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12882

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, DECEMBER 02, 2022

SUBMIT BID TO:	SHIP TO ADDRESS:
By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744-6433	LOS ANGELES HARBOR DEPARTMENT Port of Los Angeles Berth 161 500 Pier A Street Wilmington, CA 90744 Warehouse Hours: 7AM-3PM
Buyer: Jacquelyn Estrada, Procurement Analyst jestrada@portla.org	

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL"

PLEASE EMAIL BID TO: jestrada@portla.org

SOIL AMENDMENTS, MULCH, AND BARK

A **BID** is requested for the annual requirements of the Los Angeles Harbor Department ("Department or "City") for **SOIL AMENDMENTS, MULCH AND BARK** as may be required upon the execution of the contract for a period of one (1) year commencing on December 5, 2022 and ending on December 4, 2023, including two (2), one-year renewal options, subject to the approval of the Director of the Contracts and Purchasing Division or the Executive Director.

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: D. McLaurin E-23-0054 32127-23 Prev: 31975 110922 JLE	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 FOLLOWS. **THIS BID MUST BE SIGNED.**

Authorized Signature

Print Name and title

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Line	Estimated Annual Usage	UOM	Unit Price
1	240 YD ³		\$
Product: Top Dressing, Organic		Brand: Earthworks	
Product Quoted:		Brand Quoted:	
Additional Terms:			

Line	Estimated Annual Usage	UOM	Unit Price
2	80 YD ³		\$
Product: Soil		Brand: Earthworks	
Product Quoted:		Brand Quoted:	
Additional Terms:			

Line	Estimated Annual Usage	UOM	Unit Price
3	80 YD ³		\$
Product: Playground Wood Chips		Brand: Earthworks	
Product Quoted:		Brand Quoted:	
Additional Terms:			

Line	Estimated Annual Usage	UOM	Unit Price
4	80 YD ³		\$
Product: Deco Bark Bits Mulch Bark		Brand: Forestwood Fiber	
Product Quoted:		Brand Quoted:	
Additional Terms:			

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Line	Estimated Annual Usage	UOM	Unit Price
5	160 Tons		\$
Product: Palm Springs Gold Decomposed Granite/Fines			
Product Quoted:		Brand Quoted:	
Additional Terms:			

Line	Estimated Annual Usage	UOM	Unit Price
6	240 Tons		\$
Product: Southwest Brown Decomposed Granite/Fines			
Product Quoted:		Brand Quoted:	
Additional Terms:			

Line	Estimated Annual Usage	UOM	Unit Price
7	80 YD ³		\$
Product: Screened Fill Dirt		Brand: Earthworks	
Product Quoted:		Brand Quoted:	
Additional Terms:			

Line	Estimated Annual Usage	UOM	Unit Price
8	40 YD ³		\$
Product: Amended Screened Fill Dirt		Brand: Earthworks	
Product Quoted:		Brand Quoted:	
Additional Terms:			

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9. **SHIPPING CHARGES – COMMON CARRIER.** Shipping/Freight charges for parts and materials from manufacturer to vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.
10. **DELIVERY CHARGES – BY VENDOR.**
Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

BIDDER’S INSTRUCTIONS

BID SUBMITTAL TIMELINESS. Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, internet outages, 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.

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 due date. All bidders will be notified by Addendum of any approved changes in the specifications.

CONTRACTUAL TERMS

VENDOR CONTACT FOR CONTRACTUAL ISSUES

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____

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VENDOR CONTACT FOR ORDERS

Contact Person: _____
Title: _____
Telephone: _____
Email Address: _____
24-Hour Contact Phone: _____

BUSINESS HOURS: Vendor to indicate regular business hours:

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

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

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

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) additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by increases in vendor's costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

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

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

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

AUTHORIZED DISTRIBUTOR/DEALER

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer(s) 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, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

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

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MATERIALS, EQUIPMENT, AND SERVICE

NEW AND UNUSED

The equipment or materials furnished shall be new and unused, current model or offering.

WARRANTY. Terms of warranty on new equipment, materials, and services offered (if applicable). Free MATERIALS for defective materials and workmanship for the following time period after equipment and/or services have been accepted:

Materials: _____ N/A

Please attach additional warranty terms to bid, if applicable.

DELIVERY

DELIVERY. Please specify delivery terms for materials, supplies and equipment listed in Section 1:

_____ Days after receipt of order (ARO) for normally-stocked items.

_____ Days after receipt of order for special-order and non-stock items.

If F.O.B. POINT is DESTINATION, the following shall apply:

DELIVERY POINT: Prices to include all delivery charges, F.O.B. the Harbor Department, Construction and Maintenance Div., 500 Pier A St., Wilmington, CA 90744

If F.O.B. POINT is ORIGIN, the following shall apply:

SHIPPING CHARGES: Shipping or delivery charges to be prepaid and added to invoice. Ship cheapest way, unless otherwise specified, for goods to arrive within the time requested. Freight bill must be included with invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON PURCHASE ORDER OR SUB-PURCHASE ORDER.

DELIVERY POINT, WILL CALL. Location where equipment may be dropped off and picked up on a "Will Call" basis:

COMPANY: _____

LOCATION: _____
ADDRESS: _____

PHONE: _____

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FINANCIALS

SALES TAX

Do not include sales tax in your bid. Sales tax will be added at time of order.

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

Permit Number: _____.

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

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as 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.

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be thirty-thousand dollars (**\$30,000.00**) 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, or the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

SUB-PURCHASE ORDERS AND LIMITATIONS. Sub-orders will be issued from time to time during the contract period indicated above. Vendor shall make no deliveries until a sub-order number is given for a specific delivery to the department concerned. Regardless of the expiration date, this order shall be considered cancelled if and when total expenditures reach thirty-thousand dollars (**\$30,000.00**), unless vendor receives a written notification of an increase by the Director of Contracts and Purchasing.

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: _____

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WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the 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 and Remittance Address are located within the State of California. Withholding Forms Not Required.**
- Withholding Forms Attached**

GENERAL RULES AND REGULATIONS

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 award.**

BTRC/BTRC Exemption Number: _____.

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

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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.

RAMP ID Number: _____

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.

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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. This applies even though such requirements may not be specifically mentioned in the Specifications or requirements.

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.

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

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.**

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>

END

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GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices. All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements. Prices on the contract include delivery to the division within building unless otherwise specified on the contract. Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated. Materials shall be listed separately on invoices covering repairs or installation service. The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing. This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing. Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date. In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made. Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS. NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.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 of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

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

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

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

Certification

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

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

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

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

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

Name

Signature

Title

Date