

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

BID NO. F-1172 Page 1

Show this number on envelope

Contract No. 40014

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: ORANGE, CA ON THE 18 DAY OF JULY, 2023
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Pacific Portable Service's

Phone 888-99-Porta Fax _____

Address 655 S. Main St., Orange, CA 92867
Street City State Zip

[Signature] DixieVare Vice President
Signature Printed Name Printed Title

[Signature] COREY VANIE PRESIDENT
Signature Printed Name Printed Title

(AFFIX CORPORATE SEAL HERE)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 202 <u>3</u> _____ <small>Notary Seal Signature</small>	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 _____ <small>Date</small>	Approved as to form and legality <u>August 1</u> , 202 <u>3</u> City Attorney BY <u>[Signature]</u> Deputy
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07/25/2023

Port of Los Angeles
Procurement Department
Contracts and Purchasing

Attn: Danielle M. Nappi

Re: Bid No. F-1172
Pending Contract No. 40014

Dear Danielle,

Thank you for taking the time to talk with me, as it was very nice meeting you.

We do not have a corporate seal, please use our letterhead in place of the seal.

However, now that this has been brought up; I want one!

Sincerely,

Dixie Vane

Dixie Vane

Dixie Vane |VP SALES

Cell: 213-431-7556

Office: 888-99-PORTA

www.pacificserves.com

Dixie@pacificserves.com

Thank you for your business!



FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1172

<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>BID DUE BEFORE 11:00 A.M. WEDNESDAY, JULY 19, 2023</p>
<p><u>Buyer:</u> Danielle Nappi, Procurement Analyst T: (310) 732-3890, E-mail: dnappi@portla.org</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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BIDS are requested for the annual requirements of the Los Angeles Harbor Department for **PORTABLE SANITATION FACILITIES & SERVICES** as per Specification No. E240014 to be furnished and delivered as may be 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.

PRICE TO INCLUDE ALL DELIVERY/PICK-UP CHARGES AND FEES EXCLUDING SALES TAX.

<p>REQ. NO.: E-24-0014 NOTIFY: D. McLaurin</p>	<p>STATE TIME OF DELIVERY: <u>3</u> DAYS AFTER RECEIPT OF ORDER TERMS: <u>2</u> % DISCOUNT FOR PAYMENT WITHIN <u>15</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1</p>
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**CITY OF LOS ANGELES
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NO. F-1172
(SHOW THIS NUMBER ON ENVELOPE)

1. **REGULAR or TEMPORARY RENTAL, PORTABLE SANITATION FACILITY;** All rentals shall include one (1) service per week during regular working hours as required by the Port designee; Vendor shall bill on a monthly basis; Temporary rentals refer to any temporary construction related needs; Regular rentals refer to the table below of recurring locations that require portable sanitation facilities, including, but not limited to:

Location	No. of Units Requested	Unit Type	Services per Week
1500 Harbor Blvd - Community Garden	2	Standard Portable Toilet, Skid Mounted	1
Knoll Hill - Dog Park, 707 Front Street	1	Standard Portable Toilet, Skid Mounted	1
Berth 161 (500 Pier A Street)	1	Standard Portable Toilet, Trailer Mounted	1
Berth 161 (500 Pier A Street) - Pile Drivers	2	Standard Portable Toilet with Lifting Hook or Rack	1
Berth 161 (500 Pier A Street) - Mechanic Shop	1	One(1) unit V.I.P Unit, Skid Mounted	1
Berth 194	1	Standard Portable Toilet, Skid Mounted	1
Terminal Island - Underside of Vincent Thomas Bridge	1	Standard Portable Toilet, Skid Mounted	1
Terminal Island - Berth 267A - Fish Harbor	1	Standard Portable Toilet, Skid Mounted	2
Terminal Island - Berth 268C - Fish Harbor	1	Standard Portable Toilet, Skid Mounted	2
Ports O'Call - Parking Lot	11	Standard Portable Toilet, Skid Mounted	2
Ports O'Call - Parking Lot	2	Hand Wash Station	2
Ports O'Call - Parking Lot	1	Standard Portable Toilet, ADA Compliant with Hand Sanitizer, Skid Mounted	2
Berth 84 - Public Dock	1	Standard Portable Toilet, Skid Mounted	1

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REGULAR or TEMPORARY RENTAL, PORTABLE SANITATION FACILITY(continued)

Type of Unit	Daily Rental Per Day(day)	Weekly Rental Per Week(wk)	Monthly Rental Per Month(mo)	Add'l Service Required During Reg. Work Hrs Per Each(ea)	Add'l Service Required During Non-Reg. Work Hrs Per Each(ea)
A. Standard Portable Toilet, Skid Mounted	\$ 1.99 /day	\$ 13.93 /wk	\$ 72 /mo	\$ 24 /ea	\$ 24 /ea
B. Standard Portable Toilet, Trailer Mounted	\$ 199 /day	\$ 1393 /wk	\$ 84 /mo	\$ 24 /ea	\$ 24 /ea
C. Standard Portable Toilet, with Lift, Rack/Hook	\$ 203 /day	\$ 142 /wk	\$ 78 /mo	\$ 24 /ea	\$ 24 /ea
D. Standard Portable Toilet, ADA Compliant with Hand Sanitizer, Skid Mounted	\$ 233 /day	\$ 1631 /wk	\$ 120 /mo	\$ 24 /ea	\$ 24 /ea
E. Deluxe Portable Toilet, Skid Mounted	\$ 266 /day	\$ 1862 /wk	\$ 96 /mo	\$ 24 /ea	\$ 24 /ea
F. V.I.P. Unit, Skid Mounted	\$ 1333 /day	\$ 9331 /wk	\$ 240 /mo	\$ 50 /ea	\$ 50 /ea
G. Two(2) Unit V.I.P. Trailer	\$ 2333 /day	\$ 16331 /wk	\$ 600 /mo	\$ 18 /ea	\$ 18 /ea
H. Four(4) Unit V.I.P. Trailer	\$ 3331 /day	\$ 21 /wk	\$ 1600 /mo	\$ 18 /ea	\$ 18 /ea
I. Hand Washing Station	\$ 3 /day	\$ 15 /wk	\$ 72 /mo	\$ 18 /ea	\$ 18 /ea
J. Hot/Cold 3-Basin Sink(includes holding tank)	\$ 3.33 /day	\$ 23.31 /wk	\$ 20 /mo	\$ 0 /ea	\$ 0 /ea

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2. **SPECIAL EVENT RENTAL, PORTABLE SANITATION FACILITY;** Special events may last anywhere between 1 day-7 days; Service intervals may vary depending on the event; NOTE: ALL INVOICES FOR SPECIAL EVENT RENTALS SHALL BE INVOICED SEPARATELY FROM REGULAR RENTALS

Type of Unit	Daily Rental Per Day(day)	Weekly Rental Per Week(wk)	Service Required During Reg. Work Hrs Per Each(ea)	Service Required During Non-Reg. Work Hrs Per Each(ea)
A. Standard Portable Toilet, Skid Mounted	\$ 10 /day	\$ 60 /wk	\$ 24 /ea	\$ 24 /ea
B. Standard Portable Toilet, Trailer Mounted	\$ 5 /day	\$ 25 /wk	\$ 0 /ea	\$ 0 /ea
C. Standard Portable Toilet, with Lift, Rack/Hook	\$ 5 /day	\$ 10 /wk	\$ 0 /ea	\$ 0 /ea
D. Standard Portable Toilet, ADA Compliant with Hand Sanitizer, Skid Mounted	\$ 10 /day	\$ 114 /wk	\$ 25 /ea	\$ 25 /ea
E. Deluxe Portable Toilet, Skid Mounted	\$ 10 /day	\$ 10 /wk	\$ 10 /ea	\$ 10 /ea
F. V.I.P. Unit, Skid Mounted	\$ 13.37 /day	\$ 132 /wk	\$ 50 /ea	\$ 50 /ea
G. Two (2) Unit V.I.P. Trailer	\$ 23.33 /day	\$ 360 /wk	\$ 50 /ea	\$ 50 /ea
H. Four (4) Unit V.I.P. Trailer	\$ 33.30 /day	\$ 720 /wk	\$ 120 /ea	\$ 120 /ea
I. Hand Washing Station	\$ 3 /day	\$ 60 /wk	\$ 18 /ea	\$ 18 /ea
J. Hand Washing Station with Lifting Hooks	\$ 1 /day	\$ 10 /wk	\$ 5 /ea	\$ 5 /ea
K. Hot/Cold 3-Basin Sink(includes holding tank)	\$ 1 /day	\$ 5 /wk	\$ 5 /ea	\$ 5 /ea

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Item	Est Annual Qty	UOM	Description	Unit Price	Extended Price
3.	100	EA	<p>TRASH CAN, DISPOSABLE CORRUGATED CARDBOARD, OPEN TOP, 40 GALLON, 18"Lx18"Wx30"H, PLAIN WHITE; Mfr.: ULINE, Item #S-11855</p> <p>State Mfr. Name/Item # below if other than stated: _____</p> <p><u>RECYCLED PRODUCT CONTENT.</u> Bidder shall provide the following information with its Quotation. Does the stated product contain Recycled Content?</p> <p><input type="checkbox"/> Yes; Specify: Recycled content: _____%, Post consumer waste: _____%, Secondary waste: _____%</p> <p>OR</p> <p><input type="checkbox"/> No</p>	\$ 550 /EA	\$ 550

VENDOR TO SPECIFY THE FOLLOWING:

Day of the Week	Regular Work Hours	Non-Regular Work Hours
Monday	7am - 4pm	4:01pm - 6:59am
Tuesday	7am - 4pm	4:01pm - 6:59am
Wednesday	7am - 4pm	4:01pm - 6:59am
Thursday	7am - 4pm	4:01pm - 6:59am
Friday	7am - 4pm	4:01pm - 6:59am
Saturday		24 Hr 12:01am - 11:59pm
Sunday		24 Hr 12:01am - 11:59pm

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PERSON(S) TO CONTACT FOR SERVICE:

Name	Telephone	E-mail
Dixie Vane	213 431-7556	dixie@pacificservices.com
Corey Vane	805 207-4912	corey@pacificservices.com
Office	888-99-Porta	

DAMAGE CHARGES - see 8A please

Vendor shall provide a separate sheet indicating the type of damage(excludes graffiti removal) and its associated cost.

Damage charges will not be paid unless damage has been inspected and approved by the Department. Reports of damaged equipment are to be directed to the Construction & Maintenance Division.

REQUEST FOR BID WORKSHEET (ATTACHMENT A).

Bidder **must** complete the attached worksheet to reflect the City's Price based on your quoted discount/mark-up to the stated price list as provided herein. The worksheet is for evaluation purposes and is not intended to be restrictive in any way. Failure to complete and return the worksheet with the RFB may void your bid.

Bidder shall complete the worksheet filling in the catalog price, specified page # or excel row # where item price can be located in the price list, and the discount or mark-up offered in the appropriate columns. City Price, Extended Price and Total Quotation Price will be automatically calculated. Any changes to the worksheet will render your worksheet void, and may result in your Quotation being rejected as non-responsive.

BIDDER'S INSTRUCTIONS

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

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

ADDENDUMS. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los



8A

Damage Charges for the Harbor Department:

Standard Portable Restroom:	\$ 350.00
Deluxe Restroom:	\$ 550.00
VIP:	\$1500.00
Hand Wash Station:	\$ 350.00
Graffiti Removal:	\$ 35.00 hour

We do offer a damage waiver it will add 7% to the cost per unit.

Thank you so much,

Dixie Vane
Cell 213-431-7556

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Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

SUPPLIER CONTACT INFORMATION.

Contact Person: Dixie Vane
Title: Sales VP
Telephone No.: 213 431-7556
Fax No.: N/A
E-Mail Address: dixie@pacificserve.com
24 Hour Contact No.: 213 431-7556

CONTRACTUAL TERMS SECTION

PRICE QUOTES. Vendor shall respond to price quote requests from the Harbor Department, preferably in writing via fax or e-mail, within 48-hours after receipt of request. Price quote shall include, at minimum: item description, manufacturer's part number, unit of measure, quantity and unit/extended price. Vendor shall inform requestors of issues regarding "special order"/non-contract products, including, but not limited to, delivery time beyond the required calendar days or stated delivery time, non-returnable items, non-guaranteed or non-warranted items, or other unusual or extraordinary requirements.

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be **\$200,000.00 for the 1st year, \$220,000.00 for the 2nd year, and \$240,000.00 for the 3rd and final year** 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 Board of Harbor Commissioners in the event the amount exceeds \$150,000.

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PRICE GUARANTEE. Prices are maximum for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Harbor Department.

RENEWAL OPTION. State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two 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 vendors costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

yes (YES or NO) Option granted for one additional year at a price increase not to exceed 20 %.

yes (YES or NO) Option granted for second additional year at a price increase not to exceed 20 % 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 & Purchasing. No increase will be granted without prior approval of the Director of Contracts & Purchasing.

QUANTITIES. The quantities stated herein are only estimates of the Harbor Department's requirements. Vendor agrees to furnish more or less than the estimate in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted, however, this amount may not be exceeded without prior written approval from the Director of Purchasing. It is agreed that the vendor shall have the right to reject orders exceeding 25% over the total estimates upon written notification to the Director of 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 \$200.00 per order, per invoice.

Check one:

Option Granted: X Option Not Granted: _____

PRE-AWARD CONFERENCE.

Prior to award of contract the successful bidder may be required to attend a pre-award conference to be scheduled at a later date. The intent of this meeting will be to discuss contract regulations, specifications, invoicing, delivery times, etc., in order to insure successful administration of the contract.

POST-AWARD MEETINGS. After notification of award, the successful bidder may be required to attend periodic meetings with the Construction & Maintenance Division. The intent of the meeting is to discuss any pre-construction requirements, status updates, or other project related issues.

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

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

MATERIAL, EQUIPMENT, SERVICE

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

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

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

MAKES, MODELS & BRAND NAMES. Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

CHEMICALS. AS DIRECTED BY THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND THE HAZARDOUS SUBSTANCES INFORMATION AND TRAINING ACT OF 1980, VENDOR MUST PROVIDE A MATERIAL SAFETY DATA SHEET FOR ALL CHEMICALS FURNISHED. THE HARBOR DEPARTMENT RESERVES THE RIGHT TO REFUSE ALL DELIVERIES NOT ACCOMPANIED BY A MATERIAL SAFETY DATA SHEET.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS

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ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

PRINTED LITERATURE. Terms, conditions, and deviations from specifications contained within printed material/literature will not be accepted. Each deviation from the specifications must be stated in a letter, attached to the bidder's submittal.

TWIC CARD.

Contractor must ensure that any of its employees performing work under this contract in and around Port property procure and maintain a Transportation Worker Identification Credential (TWIC) card. The card is to be purchased and maintained at contractor expense. TWIC enrollment details can be found at www.tsa.gov/for-industry/twic or by phone at (855) 347-8371.

SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE POLICY.

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999 agreeing to adopt the provisions of the Los Angeles City Ordinance No. 171004 relating to Service Contract Worker Retention (SCWR) Section 10.36 et. seq. of the Los Angeles Administrative Code as the policy of the Harbor Department. Further, Charter 378 requires compliance with the City's Living Wage (LW) requirements as set forth by ordinance (LWO), Section 10.37 et. seq. of the Los Angeles Administrative Code. Contractor shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this contract and otherwise pursue legal remedies that may be available.

QUALIFICATIONS AND REFERENCES.

Provide a narrative describing your company's qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your company's experience involving the size and level of complexity of the proposed project/contract. **NOTE: References shall reflect events consisting of 15 to 25 units.**

Why are you qualified?

Please see 12A, 12B

QUALIFICATION:

To meet the minimum qualifications required and as part of the determination of responsive and responsible, the bidder must have demonstrated successful experience in providing related services as stated herein.

NOTE: References should reflect events consisting of 15 to 25 units

The bidder shall complete requested information below and list a minimum of three (3) clients for which related services have been provided. Otherwise, your bid will be deemed non-responsive.



12 A

To whom it may concern,

Pacific Portable Services has had the pleasure to proudly serve the Harbor Dept over the current contract period and previously for over 10 years with A-Throne Co. We have over 100 years of combined experience working in the industry and are adept at meeting and exceeding our customers' expectations.

We have successfully delivered events of all sizes ranging from 1 to 200-unit events and have worked the Harbor Departments events such as Fleet Week, and Cars and Stripes. We are familiar with the Harbor Department staff, procedures and billing and know that it takes to get the job done.

We work permanent locations as well as events and are currently servicing over 3,200 units a week and have over 46 miles of fence on rent. Whatever the Harbor Department needs, we can meet the task.

I am there for the Harbor Departments needs 24/7 and look forward to continuing our strong relationship.

Thank you so much,

Dixie Vane
Cell 213-431-7556



12 B

List of references for the Port of Los Angeles:

1. Carlina Thomas – City of Huntington Beach – Management Analyst – 714-536-5692
2. Mark Mills – Snyder Langston – Project Manager. 949-795-2808
3. American Integrated – Rod Allen – Project Supervisor. 310-997-5572

Thank you,

Dixie Vane
Cell 213-431-7556

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Company Name & Address	Contact Name, Phone #, & E-mail	Scope of Service & Date	No. of Units Required at this Event
1. Harbor Dept. 500 Pier A St Wilmington, CA 90744	Shawn Olson 310 345 7423 solson@portla.org	Fleet Week CARS & STRIPES	137 + and Fence 76 + Fence
2. Valley Vista 17445 E. Railroad St. City of Industry, CA 91748	Heather Bragdon 626-855-5581 heatherb@myvus.com	4th of July + multiple events	170 + and Fence
3. Boy Scouts of America multiple divisions	ERIC Brower 714-257-9624 eric.brower@ scouting.org	Camps + multiple events	155 +
4. UCI Campus & Pelham Irvine, CA 92512	Shannon Duran 949-824-4923 durans2@uci.edu	Abrich Park after DARK and multiple events	58 + fence

The City reserves the right to contact these references and others to determine whether the bidder(s) has the minimum qualifications required for the purposes of this bid. The City's decision in this regard will be final and binding.

INDEMNIFICATION AND INSURANCE

Indemnification

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

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Acceptable Evidence and Approval of Insurance

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

Policy Copies

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such a 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.

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

ADDITIONAL INSURED

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

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. For each contractually required insurance, 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

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

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responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

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

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

NOTE

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

General Liability Insurance

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

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than ONE MILLION Dollars (\$1,000,000) 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.

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Where City owned vehicles are in the custody of the Vendor for towing or hauling, Vendor shall additionally procure and maintain On-Hook Liability insurance, subject to the same terms as noted above. As a minimum, such coverage shall include, but not be limited, to damage for: Collision, Fire, Theft, Explosion and Vandalism.

Where City owned vehicles are in the custody of the Vendor for safekeeping, storage and repair, Vendor shall additionally procure and maintain Garagekeepers Legal Liability insurance in the amount of \$1,000,000, subject to the same terms as noted above.

Workers' Compensation and Employer's Liability

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

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

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 222 W. Sixth Street, 9th Floor, Topaz Building, San Pedro, California 90731.

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.

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

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

DELIVERY

DELIVERY. Delivery is desired within 3 days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Various Locations

NOTIFICATION. The vendor shall notify the Requestor of the Los Angeles Harbor Department Construction and Maintenance Division not less than three (3) days in advance that the equipment is ready for delivery.

FINANCIAL SECTION

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 83-425-1339.

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

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

REMIT TO: NAME: Pacific Portable Service's
ADDRESS: 655 S. Main St, Suite 200-22 Orange, CA

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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 vendor.

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

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.

GENERAL RULES AND REGULATIONS

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.

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

EQUAL BENEFITS POLICY.

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

SWEAT-FREE PROCUREMENT POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.

LOCAL BUSINESS PREFERENCE PROGRAM.

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of \$150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

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In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

ETHICS.

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

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

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP)

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

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 shown on the Plans.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or

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services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:

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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 Pler "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.

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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.

THE END

No. 285 Rev. 07/15-116