

REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NUMBER: 12913
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, MARCH 31, 2023

SUBMIT BID TO : By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744 MONDAY - FRIDAY (EXCLUDING HOLIDAYS) By Email: Jestrada@portla.org	SHIP TO/JOBSITE ADDRESS: LOS ANGELES HARBOR DEPARTMENT Port of Los Angeles Various Locations, as directed by Department Personnel
Buyer: Jacquelyn L. Estrada, Procurement Analyst jestrada@portla.org	

BIDS are requested for the annual requirements of the Los Angeles Harbor Department (“Department” or “City”) for **ELEVATOR AND ESCALATOR PREVENTATIVE MAINTENANCE AND REPAIR** to be furnished and delivered as may be required upon the execution of the contract for a period of one-year from the date of contract execution, including two, one-year renewal options, subject to the approval of the Executive Director.

PREVENTATIVE MAINTENANCE PROGRAM AND EMERGENCY RESPONSE

Escalator Maintenance and Emergency Calls for Escalators and Elevators listed below for City of Los Angeles Harbor Department

Locations, See below:

A. MONTHLY PREVENTATIVE MAINTENANCE PROGRAM FOR ESCALATORS

Time of delivery: Parts: _____ days after receipt of order; **Discount Payment Terms** _____ % discount _____ days.

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

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

NOTIFY: P. Hazelett E-23-0035 32136-23 Previous: 31969	Firm Name _____ Mailing Address _____ <div style="display: flex; justify-content: space-between;">CityStateZip</div> Phone No. _____ Fax No. _____ REMITTANCE ADDRESS - Unless bidder indicates otherwise the City will remit to the above address for items received.
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The undersigned hereby agrees to furnish and deliver any or all items of goods or services in accordance with the terms, conditions, specifications and prices herein quoted, INCLUDING THE GENERAL CONDITIONS THAT FOLLOW. **THIS BID MUST BE SIGNED.**

Authorized Signature _____
Print Name and Title

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Escalator equipment to be maintained:

ESCALATORS				
Building/Site Name	Mfr.	Application of Unit	Unit ID	Equipment No.
Berth 93	KONE	Passenger	1	130079
Berth 93	KONE	Passenger	2	130080
Berth 93	KONE	Passenger	3	130081
Berth 93	KONE	Passenger	4	130082
Berth 93	KONE	Passenger	5	130083
Berth 92	Schindler	Passenger	6	87945
Berth 92	Schindler	Passenger	7	87946
Number of Escalators:			7	

On a monthly basis, the vendor will regularly and systematically examine, adjust and lubricate equipment, as required and, if conditions warrant, repair or replace all escalator components not specifically excluded under this Order. The bid shall include the following components:

- Escalator power unit
- Controller parts
- Electrical switches
- Wiring
- Bearings
- Governors and brakes
- Gearbox
- Step and chain wheels
- Chains and sprockets
- Steps and step treads
- Comb plates
- Safety devices
- Handrails

Vendor will maintain proper lubrication of equipment at all times, furnish special lubricants compounded to industry specifications, clean internal truss structures required and maintain all accessory equipment except for the items excluded below.

Full Coverage Parts Repair and Replacement. Vendor will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Excluded" Clause. All replacement parts for the equipment will be new and unused.

Items Excluded. Services will not include cosmetic, construction, or ancillary components of the escalator systems, including refinishing, replacing or repairing of balustrades, panels and wellway enclosures.

Safety. The Department agrees to instruct or warn passengers in the proper use of the escalator(s) described above and keep the escalators under continued surveillance by competent personnel to detect irregularities between escalator service calls. Harbor Department will immediately report any conditions that may indicate the need for correction before the next regular service call. The Department will shut down the equipment immediately upon manifestation of any irregularities in either the operation or the appearance of the equipment and keep the equipment shut down until the completion of any repairs to prevent the use of the equipment until such time as all such repairs are completed.

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Service Requests During Normal Working Days and Hours. Equipment described above will be serviced on a regularly-scheduled basis. Vendor shall coordinate with Department personnel for service requests and access to service locations. To the extent possible, these service visits will be performed during normal business working days and hours, as defined below.

Service requests are defined as any request for dispatch of a technician to the location of the equipment specified in this Request for Bid (RFB). Service requests, excluding emergency requests, are to include minor adjustments and do not include regularly scheduled maintenance visits.

Vendor will respond to such service requests during normal business working days and hours, as defined below, at no additional charge.

Overtime Service Requests. Labor costs shall include travel time, travel expenses, and time spent on the jobsite. Overtime service requests are performed before or after normal business working days and hours and must be pre-approved by Department personnel.

Other. The Department will not permit any firms other than the selected Bidder to make alterations, additions, adjustments, repairs or replacements of any component or part of the equipment during the term of the resulting contract. Technician will be on-site for a minimum of eight (8) hours per month to maintain all seven (7) escalators. Vendor will be required to check in and check out with Department staff and schedule visits prior to service.

If the Department has any concern(s) with the means and methods used to maintain or repair the equipment covered under the resulting contract, the Department will provide vendor with written notice of the concern and allow vendor thirty (30) days to respond in writing and/or commence action to appropriately resolve complaints or concerns.

The Department requires a one (1)-hour response time for emergency call-outs on work to be performed at Berths 91-93.

B. ANNUAL ESCALATOR INSPECTIONS

The inspections shall be part of the preventative maintenance agreement. Contractor will provide a two (2)-person crew to include, at minimum, one (1) licensed Journeyman to assist the City Inspector in performing the required inspections. For repair or parts needing replacement that are not covered under warranty or part of the regular maintenance agreement, a separate detailed quotation shall be prepared.

At minimum, the Inspector generally requires the following safety features to be tested:

- Escalator Brake
- Skirt Gap and Stiffness
- Emergency Stop Button and Alarm
- Pit Stop Switch
- Reversal Stop Switch (A.K.A. "Non-Reversing Device")
- Step Demarcation Lighting
- Step Up Thrust Device
- Handrail Speed Monitoring Device
- Missing Step Device
- Step Level Device
- Handrail Entry/Inlet Device
- Comb Impact Device

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Contractor will contact the City Inspector to arrange a mutually convenient time to perform the inspection. Contractor shall notify and coordinate with Harbor Department staff of agreed upon inspection date/time.

C. ELEVATOR EQUIPMENT TO BE REPAIRED ON AN EMERGENCY CALL OUT BASIS:

The Harbor Department requires a one (1)-hour response time for emergency call-outs on work to be performed on elevators. Contractor must check in and check out with Department staff.

Building/Site Name	Elev. #	State/Equip. #	Installed	Type	Brand
425 S. Palos Verdes St.	1	68671	2012	Traction	Motion Control
425 S. Palos Verdes St.	2	68672	2012	Traction	Motion Control
425 S. Palos Verdes St.	3	68673	2012	Traction	Motion Control
2500 Signal St.	1	27301	2015	Traction	Motion Control
2500 Signal St.	4	98119	2012	Traction	Motion Control
330 S. Centre	1	161094	2011	Hydro	Otis
330 S. Centre	2	161095	2011	Hydro	Otis
500 Pier A St.	1	103731	2013	Hydro	Motion Control
514 Pier A St.	1	103865	1984	Hydro	Schindler
100 Water St.	1	122045	2001	Hydro	Elevator Controls
300 Water St.	1	85403	2014	Hydro	Motion Control
Berth 92	1	87710	2015	Hydro	Motion Control
Berth 93	1	130078	2015	Hydro	Motion Control
Berth 93	2	36935	1952	Traction	Otis
Berth 93	3	130077	2013	Hydro	Motion Control
Berth 93	4	36934	1952	Traction	Otis
Berth 93	5	36932	2015	Traction	Motion Control
Berth 93	6	36931	1952	Traction	Otis
Berth 93	7	36933	2014	Traction	Motion Control
Berth 161	1	78862	1984	Hydro	U.S. Elevator
Badger Ave. Bridge	1	116566	2018	Rack and Pinion	Alimak
Badger Ave. Bridge	2	116567	2018	Rack and Pinion	Alimak
Former Matson Bldg. (1001 New Dock St.)	1	51716	1970	Traction with Stepper	Armor Elevator

Number of Elevators: **23**

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LABOR RATES

Line	Qty.	UOM	Description	Unit Price
1.	12	Month	Monthly Preventative Maintenance Program - Escalators	\$
<hr/>				
Est. Qty.**				
2.		Hour	Annual Escalator Inspection	
	21		a. Two-Man Crew, Regular Rate	\$
			b. Two-Man Crew, Overtime Rate	\$
3.	3	Each	Escalator Repair Emergency Call-Out Fee*	\$
4.	3	Each	Elevator Repair Emergency Call-Out Fee*	\$

*An Emergency Call-Out Fee is a fee, in addition to the labor rates quoted in Lines 5 and 6, that is charged when Vendor is required to do work on an emergency, non-scheduled basis.

Estimated Qty. (Quantities) are included for bid evaluation purposes **ONLY and are not intended to indicate or limit the actual usage rates of the resulting contract.

5. ESCALATOR REPAIR, EXCLUDES WARRANTY AND REGULAR MAINTENANCE

Labor rates shall be subject to change in accordance with prevailing rates and upon vendor's written notification to, and acceptance by, the Director of Contracts and Purchasing. Contractor shall comply with all applicable labor laws for the State of California.

Estimated Qty.**: 63 Hours Per Contract Term

a. Classification: **Mechanic**

Straight time, per hour:	\$ _____
Minimum Hours Billed:	_____
Regular Business Hours:	_____
Overtime, per hour (Weekdays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Saturdays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Sundays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Holidays):	\$ _____
Minimum Hours Billed:	_____

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Estimated Qty.**: 63 Hours Per Contract Term

b. Classification: **Helper**

Straight time, per hour:	\$ _____
Minimum Hours Billed:	_____
Regular Business Hours:	_____
Overtime, per hour (Weekdays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Saturdays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Sundays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Holidays):	\$ _____
Minimum Hours Billed:	_____

6. ELEVATOR REPAIR, EMERGENCY

Labor rates shall be subject to change in accordance with prevailing rates and upon vendor's written notification to, and acceptance by, the Director of Contracts and Purchasing. Contractor shall comply with all applicable labor laws for the State of California.

Estimated Qty.**: 207 Hours Per Contract Term

a. Classification: **Mechanic**

Straight time, per hour:	\$ _____
Minimum Hours Billed:	_____
Regular Business Hours:	_____
Overtime, per hour (Weekdays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Saturdays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Sundays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Holidays):	\$ _____
Minimum Hours Billed:	_____

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Estimated Qty.**: 207 Hours Per Contract Term

b. Classification: **Helper**

Straight time, per hour:	\$ _____
Minimum Hours Billed:	_____
Regular Business Hours:	_____
Overtime, per hour (Weekdays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Saturdays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Sundays):	\$ _____
Minimum Hours Billed:	_____
Overtime, per hour (Holidays):	\$ _____
Minimum Hours Billed:	_____

7. PARTS AND MATERIALS NEEDED TO COMPLETE ESCALATOR REPAIR, EXCLUDES WARRANTY AND REGULAR MAINTENANCE PARTS

Contractor's supplier's invoice plus _____% mark-up

Prices charged the City are based on a Cost Plus Percentage Mark-Up to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage mark-up is to remain firm for the duration of the contract. Shipping charges exempt from mark-up.

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

The "Price Agreement Conditions" herein shall apply to discounts/mark-ups quoted.

8. PARTS AND MATERIALS NEEDED TO COMPLETE ELEVATOR REPAIR

Contractor's supplier's invoice plus _____% mark-up

Prices charged the City are based on a Cost Plus Percentage Mark-Up to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage mark-up is to remain firm for the duration of the contract. Shipping charges exempt from mark-up.

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

The "Price Agreement Conditions" herein shall apply to discounts/mark-ups quoted.

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.

LABOR DEFINITIONS:

“Straight Time” Monday through Friday from _____ AM to _____ PM
Minimum Hours Charged: _____

“Overtime” Work performed on Saturdays or Sundays, or from Monday-Friday in excess of eight (8) hours, or between the hours of: _____ PM and _____ AM
Minimum Hours Charged: _____

“Premium Time” Work performed on Sundays, or Monday through Saturday after the twelfth (12th) hour of work.
Minimum Hours Charged: _____

“Holiday Pay” Work performed on Holidays will be paid at _____ the Straight Time rate.
Minimum Hours Charged: _____

UNION HOLIDAYS:

IUEC Local 18 Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

<https://www.dir.ca.gov/oprl/2018-2/PWD/Holidays/Southern/SC-062-X-999-Hol.pdf>

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BIDDER'S INSTRUCTIONS

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

It shall be the bidder's responsibility to **provide one signed copy** of the completed Quotation documents. The bid shall include all quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

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

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 website – portoflosangeles.org and the Regional Alliance Marketplace for Procurement website – RAMP . 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.

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, power and 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 in person, electronically, 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.

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.

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.

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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.

PRE-AWARD CONFERENCE.

Prior to award of contract the successful bidder will 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 ensure successful administration of the contract.

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

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>

VENDOR INFORMATION

VENDOR CONTACT FOR CONTRACTUAL ISSUES:

Contact Person: _____
Title: _____
Telephone: _____
Email Address: _____

VENDOR CONTACT FOR REQUESTS FOR SERVICE:

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

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REGULAR BUSINESS HOURS.

Bidder to indicate regular business hours:

Monday-Friday	_____ AM	to	_____ PM	
Saturdays	_____ AM	to	_____ PM	<input type="checkbox"/> CLOSED
Sundays	_____ AM	to	_____ PM	<input type="checkbox"/> CLOSED

CONTRACTUAL TERMS SECTION

TIME AND MATERIALS WITH NO FIXED FEE

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**.

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

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

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

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

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

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

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

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- WHEN NO CATALOG OR PRICE LIST EXISTS:

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

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

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

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

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be **\$70,000.00** 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.

RENEWAL OPTION(S). 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 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.

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

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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: _____

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

Materials/Parts: _____ Labor: _____

Please attach additional warranty terms to bid, if applicable.

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.

MATERIAL, EQUIPMENT, SERVICE

HAND TOOLS AND SMALL EQUIPMENT INCIDENTAL TO THE WORK. Hand tools, supplies, and other small items of equipment not considered consumable goods shall be furnished by the contractor at no expense to the City. Items in this category include, but are not limited to: wrenches, bars, lifting devices, hoses, ladders, remote communication devices, carts, dollies, portable lighting, equipment, disposable gloves/clothing, wheelbarrows, clay boxes, buckets, shovels, tool boxes, scaffolding, wiping rags, bags, and small containers. The City shall reimburse the contractor for materials and supplies consumed as part of the job, but materials and equipment that will remain in the possession of the contractor after completion of the work shall not be charged to the City. Hand tools, materials, supplies, or equipment not purchased or rented specifically for work under this contract will not be charged to the City.

JOB CONDITIONS. The Contractor shall determine the nature and types of work to be performed, ascertain all conditions affecting construction procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the job site. This determination must be made during the Bidding Period with any costs and impact included within the Bid.

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FAMILIARITY WITH PLANS AND SPECIFICATIONS. It shall be the responsibility of the Contractor to be thoroughly familiar with all details of the Project, including the work of the Contractor's forces and all Subcontractors. The Contractor shall call the following to the attention of City of Los Angeles Harbor Department Representative in writing within twenty-four (24) hours of discovery, before any Work is performed:

- 1) Errors and omissions in the Plans and Specifications, including, but not limited to, code violations, typographical errors and notational errors where ambiguity or inadequate description exists;
- 2) Work on the Plans or in the Specifications which, if so constructed, would result in a conflict of interference with other Work or the Work of other trades, including the location of fixtures and equipment;
- 3) Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

Failure to notify shall constitute a waiver by the Contractor of any claim for delay or other damages occasioned by such defect. If the Contractor proceeds with the Work without instructions from the City of Los Angeles Harbor Department Representative, the incorrect Work shall be removed and corrections made to comply with the City of Los Angeles Harbor Department Representative's instructions, at no cost to the City.

ACCURACY OF PLANS AND SPECIFICATIONS. Omissions from the Plans and Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications.

The Plans show conditions as they are supposed or believed by the City of Los Angeles Harbor Department Project Manager (PM) to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, by the City or its officers, that such conditions are actually existent, nor shall the City, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans, and the actual conditions revealed during progress of the Work or otherwise, except as indicated in "Differing Site Conditions" of these General Conditions.

SCOPE. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, required calculations testing, inspections or operations, or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and Plans, all of which are made a part hereof, and including such detail sketches as may be furnished by the City of Los Angeles Harbor Department Project Manager (PM) during the construction in explanation of said Plans. The Work shall be complete and all material, and services incidentals, quality or not specifically called for quality and conditions noted, in the Specifications, or not shown on the Plans, which may be necessary for complete and proper construction to carry out the Contract in good faith and a satisfactory manner shall be performed, furnished, and installed by the Contractor at no increase in cost to the City.

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LENGTH OF WORKDAY AND WORK WEEK. Eight (8) hours of labor shall constitute a calendar day's work for employees of the Contractor under this Contract. Said employees shall be paid not less than the prevailing wage rate for the first eight (8) hours work of each day.

Unless noted elsewhere in the Contract documents, a working day shall be Monday through Friday, and work shall be between 6:00 a.m. and 5:00 p.m., unless otherwise approved by the City of Los Angeles Harbor Department Project Manager (PM) or the Board or revised by City Ordinance.

When work in excess of eight (8) hours per day, or forty (40) hours during any one (1) week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one (1) week shall be paid at the prevailing wage rate, as required by City, state and federal requirements.

PERMITS. The Contractor shall obtain and pay for all permits necessary for performance of the Work. Within thirty (30) calendar days after the Notice to Proceed, the Contractor shall obtain and pay all costs incurred and submit to the City of Los Angeles Harbor Department Project Manager (PM) copies of all permits required for the construction and installation of all Work called for on this project.

CONTRACTOR OBLIGATIONS. Only competent workers shall be employed on the Work. Any person employed who is found by the City of Los Angeles Harbor Department Project Manager (PM) to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the Contractor and not be re-employed on the Work.

If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor's methods or appliances appear to the City of Los Angeles Harbor Department PM to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the City of Los Angeles Harbor Department PM may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the City of Los Angeles Harbor Department PM nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the Contractor fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the City of Los Angeles Harbor Department PM may require an increase in progress at any point or points or a modification of Plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the City to terminate the Contract.

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CONTRACTOR'S REPRESENTATIVE AT THE SITE. A technically qualified and English-speaking project representative shall be designated in writing as the Contractor's Representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion. The City of Los Angeles Harbor Department Project Manager (PM) reserves the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. The City of Los Angeles Harbor Department PM reserves the right to remove, without any right to work on the project, either the Contractor's Representative or alternate, who in the sole opinion of the City of Los Angeles Harbor Department PM, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the Contractor's Representative or alternate leave the employ of the Contractor, the Contractor will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar days. In no event shall any Work proceed in the absence of an approved representative.

All directions given by the City of Los Angeles Harbor Department PM to said representative or alternate shall be considered as having been given to the Contractor.

WORKMANSHIP AND MATERIALS. All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to the City of Los Angeles Harbor Department Project Manager (PM) approval.

INJURY AND ILLNESS PREVENTION – SAFETY MEASURES. Safety is the responsibility of the Contractor. The Contractor shall observe and comply with the safety provisions of all applicable laws, building and construction Codes, safety and health regulations of the California Code of Regulations, and with applicable City Safety Policies.

Every employer (Prime Contractor and/or Subcontractor) employed on the Project shall establish, implement, and maintain an effective Injury and Illness Prevention Program in accordance with Section 3203 of the General Industry Safety Orders.

Each Contractor/Subcontractor shall make the applicable Injury and Illness Prevention Program specific for site conditions and type of Work to be performed on the Project.

Each prime Contractor and Subcontractor working on the Project shall make its Injury and Illness Prevention Program available to the City of Los Angeles Harbor Department Project Manager (PM) prior to beginning any Work on the Project.

If a work procedure or site condition creates an immediate hazard to the health or safety of the public, City employees, property, or a licensee, the City may suspend all work on the project. Without prior notice, the City may also correct such hazardous conditions using other forces or contractors, at the Contractor's sole expense. Any delays or impacts arising on the Work as a result of such an emergency shall be at the sole expense of the Contractor with no time extension, additional reimbursement for extended overhead, or interest on monies due, allowed for the Contractor.

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First aid facilities and supplies shall be kept and maintained by the Contractor at the site of the Work. The Contractor shall cause all persons within the construction area to wear protective helmets. In addition, all employees of the Contractor and its Subcontractors shall be provided with, and required to use, personal protective and lifesaving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

NON-CONFORMING WORK. Except as set forth in this Article, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the Contract Documents, by the Contractor, at the sole expense of the Contractor.

If the Contractor fails to remove, replace or correct any non-conforming Work or materials within seventy-two (72) hours of discovery, the City of Los Angeles Harbor Department Project Manager (PM) may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Contractor with no entitlement to time extensions, additional reimbursement, extended overhead, or interest on monies due. In addition, all such costs shall be deducted from any amounts that are due or may become due to the Contractor.

Failure of the City of Los Angeles Harbor Department PM to notify the Contractor of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Contractor's obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period provided for in "Guaranty-Warranty" of the General Requirements. The City reserves and retains all rights and remedies at law against the Contractor and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

Any delays or impacts arising on the Work as a result of construction, fabrication or delivery of non-conforming work or materials shall be at the Contractor's sole expense, with no time extension, additional reimbursement for extended overhead, or interest on monies due allowed.

Examination of covered Work may be ordered by the City of Los Angeles Harbor Department PM for any reason. The Work shall be uncovered by the Contractor and if such Work is found to be in accordance with the Contract Documents, the City will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the Contractor shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the Contractor.

Failure of the Contractor to comply with the requirements of this Article shall constitute default of the Contract by the Contractor and the City may terminate the Contract as provided for in Termination of Contract by City (Contractor Default).

NOTIFICATION OF HAZARDOUS SUBSTANCES. The existing facilities or Jobsite may contain asbestos, PCBs, corrosives, carcinogens, or other hazardous materials. Should the Contractor or any of its Subcontractors, while performing Work on or in the vicinity of existing facilities, unexpectedly encounter any material identified in the California Code of Regulations, Title 8, as a hazardous material not shown on the Plans or addressed in the specifications, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, the Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately

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notify the City of Los Angeles Harbor Department Project Manager (PM). Removal and disposal of the hazardous material not shown on the Plans or addressed in the specifications, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by and at the expense of the City. The City will provide the Contractor, upon request, with copies of Material Safety Data Sheets (MSDS) covering hazardous materials identified by the Contractor that are encountered in existing facilities during the course of the Work and that are not removed by the City.

In the event that the Contractor is delayed in the completion of the Contract solely because of such hazardous materials or conditions not previously identified in the Contract Documents, the Contractor shall be entitled to an extension of time in accordance with "Unavoidable Delay" of these General Conditions.

For new construction Work and for all Contractor furnished supplies and equipment that may contain hazardous materials, the Contractor shall develop and implement a written Hazard Communication Program for its employees in accordance with the California Code of Regulations. The Contractor's basic written Hazard Communication Program shall be submitted to the City of Los Angeles Harbor Department PM prior to the start of Work at the site, and shall be revised and kept current as required by the continuing progress of the Work. The Contractor's Hazard Communication Program shall also include the MSDS for all hazardous materials the Contractor will be using at the facility. All provisions concerning MSDS for hazardous materials shall be met before the hazardous material is delivered to the site.

The City of Los Angeles Harbor Department PM shall be provided with three (3) copies of the Contractor's written Hazard Communication Program, Contractor provided MSDS, and all revisions and modifications thereto.

The Contractor and Subcontractors shall comply with all State and Federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes. In the event that the Contractor or its Subcontractors spills or releases hazardous materials, the Contractor shall immediately notify the City of Los Angeles Harbor Department PM and any required agencies of the spill or release and the Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by the City at the Contractor's expense. Further, the Contractor shall notify the City of Los Angeles Harbor Department PM when hazardous materials are brought on-site and when hazardous materials and hazardous wastes are removed from the site. Hazardous Materials brought on site shall be accompanied by four (4) copies of MSDS, which shall be provided to the City of Los Angeles Harbor Department PM before such materials are unloaded.

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

PAINT/ARCHITECTURAL COATINGS. All paint/architectural coatings furnished to the City of Los Angeles Harbor Department must comply with all current requirements of the South Coast Air Quality Management District Rule 1113. Vendor certifies that the product offered complies with all requirements.

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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 Angeles City Electrical Testing Laboratory approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

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 <http://www.tsa.gov/twic> or by phone at (866) DHS-TWIC or (866) 347-8942.

CERTIFICATION AND LICENSING

CONTRACTOR'S LICENSE. In accordance with Sections 7058 and 7059 of the Business and Professions Code, bidder must show proof of an active C-11 License before contract award:

Contractor's License No.: _____
Class: C-11 Expiration Date: _____

Bidder must be certified as a Qualified Conveyance Company (CQCC) by the California Department of Industrial Relations (DIR) [Elevator Unit Certification Section](#), as mandated by the California [Labor Code](#) and all mechanics carrying out the requirements of this RFB are required to be Certified Competent Conveyance Mechanics (CCCM) or Temporary Certified Competent Conveyance Mechanics (TCCCM), as applicable.

INSURANCE CLAUSE / LIMITS

INDEMNIFICATION AND INSURANCE

Indemnification

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

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subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

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

Policy Copies

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

PRIMARY COVERAGE

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

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

ADDITIONAL INSURED

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

NOTICE OF CANCELLATION

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

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RENEWAL

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

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

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

NOTE

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

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, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Auto Liability Insurance

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

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accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10- days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons. Workers' Compensation and Employer's Liability

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

GENERAL REQUIREMENT AND REGULATIONS

PREVAILING WAGE/PUBLIC WORKS CONTRACTS. Contractor, in performance of this Public Works Contract, shall comply with all provisions of Section 425 of the Charter of the City of Los Angeles and of the Labor Code of the State of California including, but not limited to, those sections requiring payment of prevailing wages and the employment/training of apprentices.

DIR REGISTRATION.

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

A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR A PUBLIC WORKS PROJECTS UNLESS REGISTERED WITH THE DIR. BID PROPOSAL WILL BE DEEMED NON-RESPONSIVE.

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

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

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

PREVAILING WAGES

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.
- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.
- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers, and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.

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- f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:
1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.
 2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
 3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
 4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.
 5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.
 6. Contain the printed name and title for the Contractor or subcontractor representative, and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, may be completed.
- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.
- i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

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WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

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

Prime Contractor State of California DIR Registration No.:

Subcontractor State of California DIR Registration No.:

Subcontractor State of California DIR Registration No.:

(Attach additional sheets if necessary)

DIR REPORTING LABOR CLASSIFICATIONS:

PRIME:

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

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

SUBCONTRACTOR(S): N/A

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

- Asbestos Boilermaker Bricklayers Carpenters Carpet/Linoleum
- Cement Masons Drywall Finisher Drywall/Lathers Electrician
- Elevator Mechanic Glaziers Iron Workers Laborers Millwrights
- Operating ENG Painters Pile Drivers Pipe Trades Plasterers Roofers
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REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 12913

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, MARCH 31, 2023

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

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

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

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

REMOVAL, CLEANUP, AND DEMOBILIZATION. Upon completion of the Contracted Work, the Contractor shall remove all of its tools, materials and other articles from the property of the City. Should the Contractor fail to take prompt action to this end, the City, at its option and without waiver of such other rights as it may have, upon thirty (30) calendar days' notice, may treat such items as abandoned property. The Contractor shall also sweep all floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Contracted Work and shall maintain the Jobsite in a clean, orderly and safe condition at all times until completion of the contracted work.

Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NUMBER: 12913

(SHOW THIS NUMBER ON ENVELOPE)

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Failure of the Contractor to comply with the City of Los Angeles Harbor Department Project Manager (PM) cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

DELIVERY

SHIPPING CHARGES. In the event that materials needed for the maintenance and/or repair of the equipment listed above must be shipped to the jobsite, please prepay and add shipping or delivery charges to your invoices. Ship cheapest way, unless otherwise specified herein, for goods to arrive within the time specified above. Please include copy of your freight bill with your invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON THIS ORDER.

FINANCIAL SECTION

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: _____ N/A

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.

REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

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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 provide 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.

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

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

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

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

Please Check One:

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

REQUEST FOR BID

CITY OF LOS ANGELES
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BID NUMBER: 12913

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GENERAL RULES AND REGULATIONS

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.

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 (3) 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.

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.

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SMALL AND LOCAL BUSINESS (SLB) PROGRAM

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

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

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

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

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

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

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. 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 services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

PRIOR TO BEING AWARDED A CONTRACT with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

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

RAMP ID Number(s): _____

REQUEST FOR BID

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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

REQUEST FOR BID

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HARBOR DEPARTMENT

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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.

THE END

No. 285 Rev. 07/15-116

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) E-23-0035/12913	Awarding Authority (Department awarding the contract) HARBOR
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