

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

BID NO. F-1180 Page 1

Show this number on envelope

Contract No. 40022

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addenda, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Pico Rivera, Ca, USA ON THE 22nd DAY OF August, 2023, ~~2022~~  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Beacon Sales Acquisition Inc

Phone 310-413-6783 Fax 515-262-4668

Address 7875 Telegraph Rd Pico Rivera CA 90660  
Street City State Zip

 Frank DeToro Sr. Dir-Tax and Asst. Secretary  
Signature Printed Name Printed Title

 Sam Guzman VP + CAO  
Signature Printed Name Printed Title




(AFFIX CORPORATE SEAL HERE)

(Approved Corporate Signature Methods)

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

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

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

<p>County of <u>Fairfax</u></p> <p>State of <u>Virginia</u> S.S.</p> <p>Subscribed and sworn to on date <u>August 23, 2023</u></p> <p> <u>Yvonne Kosow</u>  <small>Notary Seal Signature</small></p>	<p>In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.</p> <p>By _____        Executive Director Harbor Department</p> <p>_____ Date</p>	<p>Approved as to form and legality <u>08</u></p> <p><u>Nov. 27</u>, 2023</p> <p>City Attorney</p> <p>BY <u>Deborah</u>        Deputy</p>
--	---	---

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1180**

<p><b>SUBMIT BID TO :</b>                  Los Angeles Harbor Department                  Purchasing Office, 1st Floor                  500 Pier A Street                  Wilmington, CA 90744</p> <p><b>OFFICE HOURS:</b>                  7:30 a.m. – 4:30 p.m.                  Monday through Friday (excluding Holidays)</p>	<p><b>BID DUE BEFORE</b>  <b>2:00 PM</b>  <b>SEPTEMBER 6, 2023</b></p>
<p><i>MIA 8/15/23</i></p> <p><b>Buyer:</b> Michelle Davies, Senior Management Analyst      (310) 732-3890  <b>Email:</b> mdavies@portla.org</p>	

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
-------------------	-----------------------	-------------------	-----------

			Unit Price	Extension
1	1349 EA	Tremproof 250 GC polyurethane waterproofing membrane 5-gal.  State Brand and Product Number Quoting: MFR Name: TREMCO    Product #:TREV250GCRLV5G	\$145.51	\$ 196,292.99
2	523 EA	Tremco, epoxy primer 2-gal container.  State Brand and Product Number Quoting: MFG Name: TREMCO    Product #: TREP2P2G	\$175.08	\$91,566.84
3	441 RLL	Tremdrain 1000 PF. Drainage mat, 4-FT x 50-FT.RLL/200 SQFT per roll.  State Brand and Product Number Quoting: MFG Name: TREMCO    Product #: TREDR450	\$148.00	\$65,268.00
4	500 EA	Tremco dymonic 100, polyurethane sealant, 20-oz, gray. 4-FT x 50FT.RLL/200SQFT per roll.  State Brand and Product Number Quoting: Mfg Name: TREMCO    Product #:RED100GR10	\$8.65	\$4325.00
Pre-tax Sub-Total:			\$357,452.83	

REQ. NO.: SW-24-195 NOTIFY: PAGE 2	STATE TIME OF DELIVERY: <u>30</u> DAYS AFTER RECEIPT OF ORDER TERMS <u>1%</u> DISCOUNT FOR PAYMENT WITHIN <u>25th Net 30</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
--	--

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1180**  
(SHOW THIS NUMBER ON ENVELOPE)

## ETHICS: - ATTACHMENT – “A”

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

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

**Affirmative Action:** The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision.

**Equal Benefits:** The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available.

## REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP):

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

**MISCELLANEOUS PURCHASES.** The Harbor Department requests the option to purchase miscellaneous related equipment and supplies, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$200.00 per order, per invoice.

Check one:

Option Granted:  \_\_\_\_\_      Option Not Granted:  \_\_\_\_\_

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1180  
(SHOW THIS NUMBER ON ENVELOPE)

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

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

**ADDENDA.** From time to time, the Harbor Department may deem it necessary to issue an addendums(a) to modify or cancel a Bid Request. Such addendums (a) will be available on the Port of Los Angeles internet website – [www.portoflosangeles.org](http://www.portoflosangeles.org) and the Los Angeles Business Assistance Virtual Network website – [www.labavn.org](http://www.labavn.org). It is the responsibility of the bidder to be aware of and respond to any such addendums(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, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

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

## **SUPPLIER CONTACT INFORMATION:**

Contact Person: Alex Abelson  
Title: District Manager  
Telephone No.: 310-413-6783  
Fax No.: 515-262-4668  
E-Mail Address: alex.abelson@becn.com  
24 Hour Contact No.: 310-413-6783

## **AUTHORIZED DISTRIBUTOR/DEALER**

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

Yes: A.A.       No\*: \_\_\_\_\_       Mfr.: TREMCO

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

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

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1180  
(SHOW THIS NUMBER ON ENVELOPE)

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

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

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

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, four (4) copies 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.

**NEW AND UNUSED:** The items furnished shall be new and unused.

**WARRANTY.** Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted (specify time period):

**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.

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

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

**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.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1180  
(SHOW THIS NUMBER ON ENVELOPE)

**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.

**DELIVERY POINT:** Prices to include all delivery charges, F.O.B. the Harbor Department, as follows:

ITEMS:	DELIVERY LOCATION Berth 93 – Quantity:	DELIVERY LOCATION Berth 91 & 92- Quantity:	TOTAL DELIVERY:
Line 1	249 Each	1,100 Each	1349
Line 2	165 Each	358 Each	523
Line 3	83 Rolls	358 Each	441
Line 4	150 Each.	350 Each	500

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 101298051.

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

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

REMIT TO: NAME: Beacon Roofing Supply  
ADDRESS: PO Box 10187  
Pasadena, CA 91189-0005

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

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. BTRC/BTRC Exemption Number: 03506878.

---

## FORMAL REQUEST FOR BID

---

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1180**  
(SHOW THIS NUMBER ON ENVELOPE)

---

**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.

**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.

(continued on next page)

**ETHICS – FORMS CEC 50 AND 55  
(ATTACHMENT A)**



# Form 55 Instructions



## TABLE OF CONTENTS

- INTRODUCTION ..... 1**
- CONTACT INFORMATION..... 1**
- BIDDER RESPONSIBILITIES ..... 2**
- PAGE 1: COVER PAGE AND BIDDER INFORMATION ..... 3**
  - A. Original or Amended Filing .....3
  - B. Reference Number.....3
  - C. Date Bid Submitted .....3
  - D. Contract Description.....4
  - E. Awarding Authority.....4
  - F. Bidder Information .....4
  - G. Schedule Summary.....4
  - H. Certification.....5
- PAGE 2: SCHEDULE A – BIDDER’S PRINCIPALS ..... 6**
- PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS ..... 6**

## INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

## CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

[ethics.commission@lacity.org](mailto:ethics.commission@lacity.org)

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street  
City Hall 24th Floor, Suite 2410  
Los Angeles CA 90012

[ethics.lacity.org](http://ethics.lacity.org)

## BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35 apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

## PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

### A. ORIGINAL OR AMENDED FILING

---

#### ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

---

#### AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

**Example 1:** *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

**Example 2:** *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

### B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, BAVN ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

### C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

#### D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

#### E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

#### F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

**Remember to amend your Form 55 to keep this information current.**

#### G. SCHEDULE SUMMARY

---

##### ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

**Example 1:** You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

**Example 2:** You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

**Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.**

---

## ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

**Example 1:** Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

**Example 2:** Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

**Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.**

---

## ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

## H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35;
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

## PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

**Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.**

## PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

**Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.**

0033506878

# Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing       Amendment: Date of Signed Original April 2016 Date of Last Amendment February 2023

Reference Number (Bid, Contract, or BAVN): F1180 Date Bid Submitted: August 22, 2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
**TREMCO ROOFING MATERIALS**

Awarding Authority (Department awarding the contract): City of Los Angeles Harbor Department

Bidder Name: Beacon Sales Acquisition Inc

Bidder Address: 7875 Telegraph Rd Pico Rivera CA 90660

Bidder Email Address: alex.abelson@becn.com Bidder Phone Number: 310-413-6783

### Schedule Summary

Please complete all three of the following:

- |  |  |                                |
|--|--|--------------------------------|
| 1. <b>SCHEDULE A – Bidder's Principals</b> (check one)<br>The bidder has one or more <b>PRINCIPALS</b> , as defined in LAMC § 49.7.35(A)(6).<br>At least one principal is required for entities. (If you check "Yes", Schedule A is required.) | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/> |
| 2. <b>SCHEDULE B – Subcontractors and Their Principals</b> (check one)<br>The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with<br>subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) | Yes<br><input type="checkbox"/>            | No<br><input type="checkbox"/> |
| 3. <b>TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): <u>2</u>  |  |                                |

### Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Alex Abelson  
Name  
District Manager  
Title

Alex Abelson  
Signature  
August 22, 2023  
Date

# Prohibited Contributors (Bidders)

## Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>Julian Francis</u>	Title: <u>CEO</u>
Address: <u>505 Huntmar Dr St #300 Herndon VA 20170</u>	

Name: <u>Frank Lonagro</u>	Title: <u>CFO</u>
Address: <u>505 Huntmar Dr St #300 Herndon VA 20170</u>	

Name: <u>Binit Sanghvi</u>	Title: <u>Treasurer</u>
Address: <u>505 Huntmar Dr St #300 Herndon VA 20170</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

# Prohibited Contributors (Bidders)

## Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1180**  
(SHOW THIS NUMBER ON ENVELOPE)

## GENERAL CONDITIONS READ CAREFULLY

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

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

**NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.**
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1180**  
(SHOW THIS NUMBER ON ENVELOPE)

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 after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116



425 S. Palms Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Karen Bass Mayor, City of Los Angeles
Board of Harbor Commissioners
Eugene D. Seroka Executive Director
Lucille Roybal-Allard President
Diane L. Middleton Vice President
Michael Muñoz Commissioner
Edward R. Renwick Commissioner
I. Lee Williams Commissioner

DATE: September 20, 2023

SUBJECT: BID NO. F-1180, ADDENDUM #1 - TREMCO ROOFING MATERIALS
THAT PORTION WHICH NOW READS IN PART:

AS WRITTEN

IS HEREBY CHANGED TO:

ADD:
Local Business Preference Program
(Attachment B)

Sincerely,

Michelle Davies
SENIOR MANAGEMENT ANALYST

Company Name: Beacon Building Products

Signature: [Handwritten Signature]

Date: 9/20/2023

c: attachment

## **LOCAL BUSINESS PREFERENCE PROGRAM**

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

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

The Harbor Department defines a LBE as:

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

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

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

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of

Beecon Building Products

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

**Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: \_\_\_\_\_

Printed Name: Alex Abelson

Title: \_\_\_\_\_

Date Signed: 9/20/2023

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On Sept 20, 2023 before me, Alejandra Fernandez, Notary Public  
(insert name and title of the officer)

personally appeared Alexander Abelson  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alejandra Fernandez (Seal)

