

REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NUMBER: 13139
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: MAY 5, 2026

<p style="text-align: center;"><u>SUBMIT BID TO:</u></p> <p style="text-align: center;">LOS ANGELES HARBOR DEPARTMENT PURCHASING OFFICE, 1ST FLOOR 500 PIER A STREET WILMINGTON, CA 90744</p> <p style="text-align: center;"><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. MONDAY - FRIDAY (EXCLUDING HOLIDAYS)</p>	<p>SHIP TO / JOBSITE:</p> <p>PORT OF LOS ANGELES CONSTRUCTION & MAINTENANCE WAREHOUSE BERTH 161 500 PIER A STREET WILMINGTON, CA 90744</p>
<p>Buyer: Leticia Caldera, Procurement Analyst (310) 732-3890</p>	

ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL

Item	Quantity	Unit	DESCRIPTION	Unit Price	Extension
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BIDS are requested for the annual requirements of the Los Angeles Harbor Department for the following, to be furnished and delivered as may be required during a one-year period from effective date of the agreement: **SIGN-MAKING MATERIALS AND TOOLS, “3M”**

PRICES TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX. “CHARGES AND FEES” INCLUDE BUT ARE NOT LIMITED TO DELIVERY, FREIGHT, SHIPPING, HANDLING, ETC.

Items requested come in various sizes and colors used by the end user division. Please provide the percentage discount or mark-up you would give overall.

Time of delivery: _____ days after receipt of order: **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 of or on behalf of any person, firm or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and the bidder has not in any manner sought by collusion to secure to himself any advantages over other bidders.

NOTIFY:

D. Hughes
E-26-0072

Firm Name _____

Mailing Address _____

City State Zip

Phone No. _____ Fax No. _____

REMITTANCE ADDRESS - Unless bidder indicates otherwise the City will remit to the above address for items received.

The undersigned hereby agrees to furnish and deliver any or all items of goods or services in accordance with the terms, conditions, specifications, and prices herein quoted, INCLUDING THE GENERAL CONDITIONS THAT FOLLOWS. **THIS BID MUST BE SIGNED.**

Authorized Signature

Print Name and Title

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1. FILM, OVERLAY, PROTECTIVE, "3M" SCOTCHLITE, SERIES 1160 (Sizes 24", 36", 48")

BIDS are requested in the form of a **DISCOUNT** or **MARK-UP** vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List.

State PERCENTAGE DISCOUNT or MARK-UP allowed the Harbor Department:

DISCOUNT _____ % MARK-UP _____ %

Manufacturer/Catalog: _____

Price List No.: _____

Applicable Price Column: _____

One (1) copy must be submitted with the bid. If a hard copy of the catalog is not available, write the website address where pricing can be found and include a printout of the page for this item:

The Price Agreement Conditions herein shall apply to discounts quoted.

2. SHEETING, REFLECTIVE, ENGINEER GRADE, with PRESSURE SENSITIVE ADHESIVE, "3M" SCOTCHLITE, SERIES 3200.

BIDS are requested in the form of a **DISCOUNT** or **MARK-UP** vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List.

State PERCENTAGE DISCOUNT or MARK-UP allowed the Harbor Department:

DISCOUNT _____ % MARK-UP _____ %

Manufacturer/Catalog: _____

Price List No.: _____

Applicable Price Column: _____

One (1) copy must be submitted with the bid. If a hard copy of the catalog is not available, write the website address where pricing can be found and include a printout of the page for this item:

The Price Agreement Conditions herein shall apply to discounts quoted.

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3. FILM, ELECTROCUT, "3M" SCOTCHCAL, SERIES 7725, VINYL

BIDS are requested in the form of a **DISCOUNT** or **MARK-UP** vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List.

State PERCENTAGE DISCOUNT or MARK-UP allowed the Harbor Department:

DISCOUNT _____ % MARK-UP _____ %

Manufacturer/Catalog: _____

Price List No.: _____

Applicable Price Column: _____

One (1) copy must be submitted with the bid. If a hard copy of the catalog is not available, write the website address where pricing can be found and include a printout of the page for this item:

The Price Agreement Conditions herein shall apply to discounts quoted.

4. FILM, REFLECTIVE, GRAPHIC, FLEXIBLE, with PRESSURE SENSITIVE ADHESIVE, "3M" SCOTCHLITE, SERIES 680

BIDS are requested in the form of a **DISCOUNT** or **MARK-UP** vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List.

State PERCENTAGE DISCOUNT or MARK-UP allowed the Harbor Department:

DISCOUNT _____ % MARK-UP _____ %

Manufacturer/Catalog: _____

Price List No.: _____

Applicable Price Column: _____

One (1) copy must be submitted with the bid. If a hard copy of the catalog is not available, write the website address where pricing can be found and include a printout of the page for this item:

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5. TAPE, APPLICATION, UNAPPLIED, "3M" SCPM-3

BIDS are requested in the form of a **DISCOUNT** or **MARK-UP** vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List.

State PERCENTAGE DISCOUNT or MARK-UP allowed the Harbor Department:

DISCOUNT _____ % MARK-UP _____ %

Manufacturer/Catalog: _____

Price List No.: _____

Applicable Price Column: _____

One (1) copy must be submitted with the bid. If a hard copy of the catalog is not available, write the website address where pricing can be found and include a printout of the page for this item:

The Price Agreement Conditions herein shall apply to discounts quoted.

6. TAPE, TRANSFER, CLEAR, "3M" TPM-5

BIDS are requested in the form of a **DISCOUNT** or **MARK-UP** vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List.

State PERCENTAGE DISCOUNT or MARK-UP allowed the Harbor Department:

DISCOUNT _____ % MARK-UP _____ %

Manufacturer/Catalog: _____

Price List No.: _____

Applicable Price Column: _____

One (1) copy must be submitted with the bid. If a hard copy of the catalog is not available, write the website address where pricing can be found and include a printout of the page for this item:

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7. HAND APPLICATORS AND ACCESSORIES, "3M"

BIDS are requested in the form of a **DISCOUNT** or **MARK-UP** vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List.

State PERCENTAGE DISCOUNT or MARK-UP allowed the Harbor Department:

DISCOUNT _____ % MARK-UP _____ %

Manufacturer/Catalog: _____

Price List No.: _____

Applicable Price Column: _____

One (1) copy must be submitted with the bid. If a hard copy of the catalog is not available, write the website address where pricing can be found and include a printout of the page for this item:

The Price Agreement Conditions herein shall apply to discounts quoted.

8. SHEETING, PRISMATIC, HIGH INTENSITY GRADE, with PRESSURE SENSITIVE ADHESIVE, "3M", SERIES 3930.

BIDS are requested in the form of a **DISCOUNT** or **MARK-UP** vendor will allow the Harbor Department from Manufacturer's Nationally Published Price List.

State PERCENTAGE DISCOUNT or MARK-UP allowed the Harbor Department:

DISCOUNT _____ % MARK-UP _____ %

Manufacturer/Catalog: _____

Price List No.: _____

Applicable Price Column: _____

One (1) copy must be submitted with the bid. If a hard copy of the catalog is not available, write the website address where pricing can be found and include a printout of the page for this item:

The Price Agreement Conditions herein shall apply to discounts quoted.

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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

WORKSHEET. Bidder must complete the attached Worksheet showing **net** prices to the City of Los Angeles Harbor Department. As applicable, net prices are to reflect the discount/mark-up quoted above. The Worksheet is for evaluation purposes only and is not intended to be restrictive in any way. Failure to complete and return the Worksheet with the bid will deem the bidder non-responsive.

Items requested come in various sizes and colors used by the end user division. If a size and/or color is not specified in the Worksheet, please price 24 inches and/or the color black.

ATTACHMENTS

- Worksheet
- Form 50 – Bidder Certification
- Form 55 – Prohibited Contributors (Bidders)
- Bid Checklist

BIDDER INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. 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.

QUESTIONS. Bidders shall submit questions regarding this RFB no later than one week before the bid due date. Questions received after this time will not receive a response.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Regional Alliance Marketplace for Procurement (RAMP) website – www.rampla.org. 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

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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: _____

Title: _____

Telephone No.: _____

E-Mail Address: _____

24 Hour Contact No.: _____

CONTRACTUAL TERMS

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.

For price verification purposes, the vendor may be asked to provide any of the following to the Harbor Department: the page number where the price is located, a printout of the web page pricing, the Excel

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row number for submitted Excel price lists, and/or a copy of the 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 **\$55,000.00** 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 & Purchasing and/or the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

TERMINATION FOR NON-APPROPRIATION. The Port's (City's) obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

RENEWAL OPTION. State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two years, from the date of expiration, under the same terms and conditions, and at the same percentage discount or mark-up from the applicable manufacturer's price list as stated herein. Option(s) granted will not be considered as a factor in awarding contracts.

_____ (Yes or No) Option granted for one additional year.

_____ (Yes or No) Option granted for second additional year.

If any renewal option granted herein is exercised, the Harbor Department will so notify the Contractor, in writing, prior to the expiration date.

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

Yes: _____ No: _____

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

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

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

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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:

MATERIAL, EQUIPMENT, SERVICE

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.

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

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.

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.

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.

DELIVERY

DELIVERY. Delivery is requested within ten (10) days after the vendor receives an order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on service delivery time quoted.

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DELIVERY POINT. Prices to include all delivery charges, F.O.B. Port of Los Angeles, Construction & Maintenance, Warehouse, Berth 161, 500 Pier A Street, Wilmington, CA 90744.

FINANCIAL SECTION

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

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

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

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.

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.

SELECTED BIDDER SHALL PROVIDE A COPY OF THE COMPANY'S W-9 FORM.

The State of California Franchise Tax Board (FTB) requires 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 is able to clarify their nonresident tax withholding status. IF THE W-9 FORM INDICATES AN ADDRESS OUTSIDE OF CALIFORNIA, A TAX WITHHOLDING FORM SHALL BE REQUIRED.

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: _____.

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:

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REMIT TO: NAME: _____

ADDRESS: _____

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.

GENERAL RULES AND REGULATIONS

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

Bidders must submit CEC Forms 50 and 55 (provided as 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.

SMALL & LOCAL BUSINESS PROGRAM

Certified SLB by the City of LA

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 RFP.

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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 & 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>.

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 at: <https://www.rampla.org/s/regional-profiles>.

RAMP ID Number(s): _____

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

SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES. It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by

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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.

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

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.

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

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

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

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.

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.

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

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NUMBER: 13139

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: MAY 5, 2026

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.

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

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.
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.

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

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

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

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

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.
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.

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

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.

REQUEST FOR BID

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18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

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