



**LOS ANGELES BOARD OF
HARBOR COMMISSIONERS**

Harbor Administration Building
425 S. Palos Verdes Street
San Pedro, California 90731

SPECIAL MEETING AGENDA
THURSDAY, APRIL 25, 2024 AT 8:30 AM

Board of Harbor Commissioners

Lucille Roybal-Allard, President
Diane L. Middleton, Vice President
Michael Muñoz
Edward R. Renwick
I. Lee Williams

BOARD MEETINGS - The Board's Regular Meetings are held at 10:00 A.M. at the Harbor Administration Building Boardroom as scheduled on the Port's website at www.portoflosangeles.org. A quorum of three of five Commissioners is required to transact business and three Aye votes are required to carry a motion.

**OPPORTUNITIES FOR THE PUBLIC TO ATTEND THE MEETING
AND PROVIDE PUBLIC COMMENTS**

- Members of the public may attend the Board meeting in person at the Harbor Administration Building located at 425 S. Palos Verdes St., San Pedro, CA 90731.
- The Board meeting will also be broadcast live at <https://www.portoflosangeles.org/commission/agenda-archive-and-videos>. Live Board meetings can also be heard at: (213) 621-CITY (Metro), (818) 904-9450 (Valley), (310) 471-CITY (Westside) and (310) 547-CITY (San Pedro Area).
- In-Person Comments: Live, oral public comments will be taken in person, only, and not via teleconference. Members of the public will be given an opportunity to address the Board on (1) any item on the agendas prior to the Board's consideration of that item, including the consent and closed session agenda; and (2) subjects within the subject matter jurisdiction of the Board (general public comment). Members of the public who wish to speak should complete a speaker card indicating the agenda item number on which they will comment, or designate "general public comment." Each speaker is allowed to speak up to 3 minutes per agenda item. The Presiding Officer shall, however, exercise discretion to determine if such period of time should be reduced or extended based upon, but not limited to, such factors as the length of the agenda or substance of the agenda items, the quantity of public comment speaker cards submitted, the need for the Board to conclude its business as expeditiously as is practicable and/or the Board is at risk of losing a quorum, among other factors. Members of the public who do not complete their comments within the time allotted, can submit their full comments in writing for inclusion in the record. Upon request, non-English speakers will be granted additional speaking time for translation assistance.

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THURSDAY, APRIL 25, 2024 AT 8:30 AM**

- Written comments or materials may be submitted by emailing commissioners@portla.org or brought to the meeting. If you request to distribute documents to the full Commission, please present the Board Secretary with twelve (12) copies. Otherwise, your materials will simply be added to the official meeting record. All written comments or materials submitted for this meeting will be provided to the Commissioners and entered into the official meeting minutes. Please submit your written comments prior to 3:00 pm on the day before the scheduled meeting. Requests to distribute literature to the general public attendees of the meeting shall be placed on a literature table outside the Boardroom during and until 30 minutes after the Board meeting.
- ***Para sumetir su comentario en español, se puede enviar a nuestro correo electrónico: commissioners@portla.org, un día antes de la junta, o puede llamar a nuestra Oficina de Comisionados al (310) 732-3444 para grabar su mensaje. Alguien de nuestra oficina estará disponible para traducir su comentario en inglés y entregarlo a los Comisionados del Puerto.***

ADDITIONAL INFORMATION

- Commission actions are not final until the expiration of the next five meeting days of the City Council except actions subject to appeal or review by the Council pursuant to the Charter, ordinance or other applicable law. If the Council asserts jurisdiction during this five meeting-day period, the Council has 21 calendar days thereafter in which to act on the matter.
- Please note that this agenda is subject to revision in accordance with the Brown Act. In the event the agenda is revised prior to the meeting, Port staff will post the revised agenda on the Port's web site (www.portoflosangeles.org/). Updated agendas will also be available at the meeting.
- Notice to Paid Representatives: If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code 48.01 et seq. More information is available at ethics.lacity.org/lobbying. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commission@lacity.org.
- As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Sign language interpreters, assistive listening devices, and translation services may be provided. To ensure availability, 72-hour advance notice is required.
- If you have any questions regarding meeting procedures, please contact the Harbor Commission Office prior to the meeting at (310) 732-3444.

**SPECIAL MEETING AGENDA
THURSDAY, APRIL 25, 2024 AT 8:30 AM**

ORDER OF BUSINESS

OPEN SESSION

A. Roll Call

B. Approval of the Minutes

- Special Meeting of April 11, 2024

C. Executive Director Remarks

D. Comment from the Public on Non-Agenda Items

E. Report from the Neighborhood Council Representatives – An opportunity for Neighborhood Council representatives to provide remarks on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Harbor Commissioners.

F. Reports of the Commissioners

G. Board Committee Reports

None

H. Presentation

- Continuation of Budget Presentation

I. Level I Coastal Development Permit

None

**SPECIAL MEETING AGENDA
THURSDAY, APRIL 25, 2024 AT 8:30 AM**

J. Board Reports of the Executive Director

Consent Items (1 – 3)

Port Pilots

1. RESOLUTION NO. _____ - AGREEMENT WITH TRELLEBORG MARINE SYSTEMS DENMARK A/S FOR A PORTABLE PILOTING UNIT SYSTEM
Transmittal 1

Summary: Staff requests approval of an agreement between the City of Los Angeles Harbor Department and Trelleborg Marine Systems Denmark A/S. Under the proposed agreement, Trelleborg will lease navigation equipment, license software, and provide support for a portable piloting unit system used by Port Pilots. The proposed Agreement is a successor agreement to Agreement No. 21-3553-A that expired on January 24, 2024. The proposed Agreement has a three-year term, with an effective date retroactive to January 25, 2024, to maintain continuity of services. The proposed compensation amount is \$114,270. The Harbor Department will be financially responsible for expenses incurred under the proposed Agreement.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines; (2) approve the proposed Agreement between the City of Los Angeles Harbor Department and Trelleborg Marine Systems A/S; (3) authorize the Executive Director to execute and the Board Secretary to attest to said Agreement for and on behalf of the Board; and (4) adopt Resolution No. _____.

**SPECIAL MEETING AGENDA
THURSDAY, APRIL 25, 2024 AT 8:30 AM**

Construction & Maintenance

2. RESOLUTION NO. _____ - CHANGE NO. 1 TO PURCHASE ORDER NO. 39939-23 WITH JOHNSON CONTROLS FIRE PROTECTION LP FOR FIRE ALARM AND FIRE SUPPRESSION SYSTEM MAINTENANCE

Transmittal 1

Transmittal 2

Summary: Staff requests approval of Change No. 1 to Purchase Order No. 39939-23 with Johnson Controls Fire Protection LP of Westminister, Massachusetts for fire alarm and fire suppression system maintenance. The proposed change will increase the second renewal period's expenditure authority amount by \$1,100,000 from \$3,130,000 currently to \$4,230,000, as proposed. The requested increase is necessary to complete current and planned capital and maintenance projects. The City of Los Angeles Harbor Department (Harbor Department) will continue to be financially responsible for the payment of expenses incurred under the Contract.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) and Article III Class 2(2) and 3(4) of the Los Angeles City CEQA Guidelines; (2) approve Change No. 1 to Purchase Order No. 39939-23 with Johnson Controls Fire - Protection LP to increase the annual expenditure authority from \$3,130,000 to \$4,230,000 for the current contract period, which is in its second renewal option; (3) authorize the Executive Director to execute and the Board Secretary to attest to Change No. 1 to Purchase Order No. 39939-23 for and on behalf of the Board; and (4) adopt Resolution No. _____.

**SPECIAL MEETING AGENDA
THURSDAY, APRIL 25, 2024 AT 8:30 AM**

Construction & Maintenance

3. RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 40035 TO GRATING PACIFIC, INC. FOR PURCHASE OF WELDED BAR GRATING MATERIALS

Transmittal 1

Transmittal 2

Transmittal 3

Summary: Staff requests approval of Contract No. 40035 with Grating Pacific, Inc. This one-time Purchase Order will provide for the purchase of welded bar grating materials in the amount of \$520,321. The City of Los Angeles Harbor Department will be financially responsible for the payment of expenses incurred under the proposed Contract.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) and Article III Class 2(2) of the Los Angeles City CEQA Guidelines; (2) find that in accordance with Los Angeles City Charter Section 1022, work under the subject contract can be performed more feasibly by independent contractors than by City employees; (3) approve Contract No. 40035 with Grating Pacific, Inc. for the purchase of grating materials in the amount of \$520,321; (4) authorize the Executive Director to execute and the Board Secretary to attest to Contract No. 40035 for and on behalf of the Board; and (5) adopt Resolution No. _____.

**SPECIAL MEETING AGENDA
THURSDAY, APRIL 25, 2024 AT 8:30 AM**

Regular Item No. 4

Accounting

4. RESOLUTION NO. _____ - APPROVAL OF WRITE-OFF OF
\$5,852,838 IN VARIOUS UNCOLLECTIBLE ACCOUNTS
Transmittal 1

Summary: Staff requests approval of the write-off of uncollectible receivables in accordance with US Generally Accepted Accounting Principles. The total amount of the proposed write-off is \$5,852,838.21 which consists of 88 items in various permits and lease agreements. These receivables are deemed uncollectible due to settlement agreements with tenants, business closure and/or bankruptcy, or statute of limitation. It is recommended for best practices to periodically review aged delinquent receivables and perform write-offs of uncollectible receivables to ensure that accounts receivable and related allowance balances are properly managed and recorded.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f), of the Los Angeles City CEQA Guidelines; (2) approve the write-off of \$5,852,838.21 in unpaid rent, dockage, accommodation work order, utilities, and penalty charges to be written-off from the accounts noted within Transmittal 1, in accordance with the Harbor Department's financial policies; and (3) adopt Resolution No. _____.

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K. Closed Session

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (d)(1) of Government Code Section 54956.9)

Natural Resources Defense Council, et al. v. City of Los Angeles, et al.
Los Angeles Superior Court Case No. BS070017

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (d)(1) of Government Code Section 54956.9)

Natural Resources Defense Council, et al. v. City of Los Angeles, et al.
San Diego Superior Court Case No. 37-2021-00023385-CU-TT-CTL

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Permit 999 with China Shipping Holding Company, Ltd.:

Property:	Berths 100-103, San Pedro
City Negotiator:	Michael DiBernardo
Tenant Negotiator:	Paul Nazzaro
Negotiating Parties:	City and China Shipping Holding Company, Ltd.
Under Negotiation:	Price and Terms

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Subdivision (d)(2) of Government Code Section 54956.9)

Significant exposure to litigation pursuant to subdivision (d)(2) of Section 54956.9:
(one case)

**SPECIAL MEETING AGENDA
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5. CONFERENCE WITH LEGAL COUNSEL – INITIATE LITIGATION
(Subdivision (d)(4) of Government Code Section 54956.9) (1 case)

Initiation of litigation pursuant to subdivision (d)(4) of Section 54956.9: (one case)

6. CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION
(Subdivision (d)(2) of Government Code Section 54956.9)

Significant exposure to litigation pursuant to subdivision (d)(2) of Section 54956.9:
(one case)

7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Fenix Marine Services, Ltd., Permit 733:

Property:	614 Terminal Way, San Pedro, CA
City Negotiator:	Marisa Katnich
Tenant Negotiator:	Steven Trombley
Negotiating Parties:	City and Fenix Marine Services, Ltd.
Under Negotiation:	Price and Terms

**SPECIAL MEETING AGENDA
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8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Trapac, LLC, Permit 881:

Property: 630 West Harry Bridges Boulevard, Wilmington, CA
City Negotiator: Marisa Katnich
Tenant Negotiator: Ron Triemstra
Negotiating Parties: City and Trapac, LLC
Under Negotiation: Price and Terms

9. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Kinder Morgan Tank Storage Terminals LLC, Permit 708:

Property: Berth 118, Wilmington, CA
City Negotiator: Michael Galvin
Tenant Negotiator: Daniel Sanborn
Negotiating Parties: City and Kinder Morgan Tank Storage Terminals LLC
Under Negotiation: Price and Terms

**SPECIAL MEETING AGENDA
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10. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Ultramar Inc. (Valero), Permit 306:

Property: Berth 164, Wilmington, CA
City Negotiator: Michael Galvin
Tenant Negotiator: Hanna Rochelle
Negotiating Parties: City and Ultramar Inc. (Valero)
Under Negotiation: Price and Terms

11. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Shore Terminals LLC (NuStar Energy), Permits 712 and 713:

Property: Berth 163, Wilmington, CA
City Negotiator: Michael Galvin
Tenant Negotiator: K.C. Purgason
Negotiating Parties: City and Shore Terminals LLC (NuStar Energy)
Under Negotiation: Price and Terms

**SPECIAL MEETING AGENDA
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12. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Shell Oil Company, Permit 916

Property: Berth 168, Wilmington, CA

City Negotiator: Michael Galvin

Tenant Negotiator: David P. Bergeron, Jr.

Negotiating Parties: City and Shell Oil Company

Under Negotiation: Price and Terms

13. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Phillips 66 Company, Revocable Permit 92-24:

Property: Berth 148, Wilmington, CA

City Negotiator: Michael Galvin

Tenant Negotiator: Tracey R. Brown

Negotiating Parties: City and Phillips 66 Company

Under Negotiation: Price and Terms

**SPECIAL MEETING AGENDA
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14. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to PBF Energy Western Region LLC, Permit 936:

Property: 799 S. Seaside Avenue, Terminal Island, CA
City Negotiator: Michael Galvin
Tenant Negotiator: Teri Shinde
Negotiating Parties: City and PBF Energy Western Region LLC
Under Negotiation: Price and Terms

15. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to J & D Seafood, Inc., Permit 920:

Property: 2198 Signal Place, San Pedro, CA
City Negotiator: Michael Galvin
Tenant Negotiator: Paul Ciaramitaro
Negotiating Parties: City and J & D Seafood, Inc.
Under Negotiation: Price and Terms

**SPECIAL MEETING AGENDA
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16 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to J DeLuca Fish Company, Inc., Permit 917:

Property: 2190 Signal Place, San Pedro, CA
City Negotiator: Michael Galvin
Tenant Negotiator: Chris DeLuca
Negotiating Parties: City and J DeLuca Fish Company, Inc.
Under Negotiation: Price and Terms

17. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Standard Fisheries Corporation, Permit 919:

Property: 2196 Signal Place, San Pedro, CA
City Negotiator: Michael Galvin
Tenant Negotiator: Erik Rosini
Negotiating Parties: City and Standard Fisheries Corporation
Under Negotiation: Price and Terms

L. Adjournment

SPECIAL MEETING AGENDA



**LOS ANGELES BOARD OF
HARBOR COMMISSIONERS**

Harbor Administration Building
425 S. Palos Verdes Street
San Pedro, California 90731

April 18, 2024

SPECIAL MEETING NOTICE

TIME CHANGE

**SUBJECT: LOS ANGELES BOARD OF HARBOR COMMISSIONERS
SPECIAL MEETING – THURSDAY, APRIL 25, 2024**

The Los Angeles Board of Harbor Commissioners shall convene for a Special Meeting at 8:30am on Thursday, April 25, 2024. The new meeting time supersedes the previously scheduled time at 10:00am.

Please refer to the posted agenda at www.portoflosangeles.org for further details.

AMKlesges

**AMBER M. KLESGES
Board Secretary**

**1. RESOLUTION NO. - AGREEMENT WITH
TRELLEBORG MARINE SYSTEMS DENMARK A/S FOR A
PORTABLE PILOTING UNIT SYSTEM**

DATE: APRIL 9, 2024

FROM: PORT PILOTS

SUBJECT: RESOLUTION NO. _____ - AGREEMENT WITH TRELLEBORG MARINE SYSTEMS DENMARK A/S FOR A PORTABLE PILOTING UNIT SYSTEM

SUMMARY:

Staff requests approval of an agreement (Agreement) between the City of Los Angeles Harbor Department (Harbor Department) and Trelleborg Marine Systems Denmark A/S (Trelleborg). Under the proposed agreement, Trelleborg will lease navigation equipment, license software, and provide support for a portable piloting unit (PPU) system used by Port Pilots. The proposed Agreement is a successor agreement to Agreement No. 21-3553-A that expired on January 24, 2024. The proposed Agreement has a three-year term, with an effective date retroactive to January 25, 2024, to maintain continuity of services. The proposed compensation amount is \$114,270. The Harbor Department will be financially responsible for expenses incurred under the proposed Agreement.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;
2. Approve the proposed Agreement between the City of Los Angeles Harbor Department and Trelleborg Marine Systems A/S;
3. Authorize the Executive Director to execute and the Board Secretary to attest to said Agreement for and on behalf of the Board; and
4. Adopt Resolution No. _____

DATE: APRIL 9, 2024

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SUBJECT: APPROVAL OF AN AGREEMENT WITH TRELLEBORG MARINE SYSTEMS DENMARK A/S

DISCUSSION:

Background - In July 2017, the Harbor Department released a Request for Proposals (RFP) seeking qualified entities to provide a comprehensive PPU system that included hardware, software, support, maintenance, and training. The Harbor Department received four proposals in response, and Trelleborg's proprietary system, "SafePilot," was selected for contract award. The Board approved the selection of Trelleborg and Agreement No. 18-3553 at its January 11, 2018, Board meeting. Agreement No. 18-3553 had a compensation amount of \$270,000 and a three-year term, from January 25, 2018 to January 24, 2021. At its April 1, 2021 Board meeting, the Board approved a second agreement with Trelleborg, Agreement No. 21-3553-A, with a compensation amount of \$122,980 and a three year term from January 25, 2021 to January 24, 2024.

SafePilot is the main navigational tool utilized by Port Pilots during piloting operations. SafePilot is comprised of either the "CAT ROT" and the "CAT I" or the "CAT MAX" which work to provide real-time speed, positioning, and "rate-of-turn," which is the path on a curve that a ship traverses when turning. These devices transmit data to the SafePilot software on the pilot's tablet for navigational purposes, with the "CAT ROT" and "CAT I" requiring the use of the ship's Automatic Identification System (AIS) plug and the "CAT MAX" being independent of the ship's instruments.

Staff recommends awarding Trelleborg the proposed Agreement (Transmittal 1) so Port Pilots may continue to use the SafePilot system. Port Pilots' is satisfied with the performance of the hardware, software, and support provided by Trelleborg since the system's inception six years ago. After approval by the Board, completion of the City Council review period, and upon signature by the Executive Director, the effective date of the Agreement will be retroactive to January 25, 2024, the day after the expiration of Agreement No. 21-3553-A. The retroactive effective date is proposed to allow the Harbor Department to compensate Trelleborg for the use of the SafePilot system during the gap period starting from January 25, 2024 and to provide contractual coverage between the parties during this same time.

Selection Process - The proposed Agreement is being awarded as a sole source contract to allow for the continued use of the SafePilot system that is currently in place. A 1022 determination was not required because there are no labor costs associated with the proposed Agreement. The Harbor Department did conduct a competitive selection process in 2017 to select Trelleborg and the SafePilot system has been in use for six years since 2018.

Approval of the proposed Agreement will enable Port Pilots to continue utilizing Trelleborg's proprietary system. The alternative option is to conduct another competitive selection process. If a system other than SafePilot is selected, it would require an entirely new navigational system to be implemented. New hardware would have to be purchased. Each pilot would have to be re-trained to learn how to utilize new hardware and to operate

SUBJECT: APPROVAL OF AN AGREEMENT WITH TRELLEBORG MARINE SYSTEMS DENMARK A/S

new software to re-learn the main navigational tools that they already use on each job, every day.

Trelleborg manufactures the hardware and has developed the software for the SafePilot system. Some pilot organizations utilize the hardware of one manufacturer and the software of another. A major advantage of using Trelleborg’s hardware and software is that they are designed to work together. Should there be an issue with the system, Port Pilot goes to one place. The hardware company can’t point fingers at the software company and vice versa. In addition, Port Pilots is satisfied with the product and service that Trelleborg has provided.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of a successor agreement with Trelleborg for the lease of navigation equipment, license of software, and support for a PPU system, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Agreement authorizes expenditures in the not-to-exceed amount of \$114,270 over three years for annual software license fees, cloud hosting, software support, and equipment leasing fees related to the PPU system used by Port Pilots. Spending under the proposed Agreement is anticipated to occur as follows:

Fiscal Year (FY)	Account 54110	Account 55160	Total
2023-2024	\$ 28,380	\$ 5,010	\$ 33,390
2024-2025	\$ 20,000	\$ 16,990	\$ 36,990
2025-2026	\$ 26,880	\$ 17,010	\$ 43,890
Total	\$ 75,260	\$ 39,010	\$114,270

FY 2023-2024 funds in the amount of \$28,380 have been budgeted within Account 54110 (Computer Software Maintenance Services), Center 0414, Program 000, to cover software licensing, cloud hosting fees, and support, while funds in the amount of \$5,010 have been budgeted within Account 55160 (Office Equipment), Center 0414, Program 000, to cover equipment costs.

Funding has been requested through the annual budget process for FY 2024/2025 and is pending Board approval. Funding for future fiscal years will be requested as part of the annual budget process upon Board approval. A funding out clause, also known as a

DATE: APRIL 9, 2024

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SUBJECT: APPROVAL OF AN AGREEMENT WITH TRELLEBORG MARINE SYSTEMS DENMARK A/S

termination of the agreement for non-appropriation of funds clause, has been included in the proposed Agreement.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the proposed Agreement as to form and legality.

TRANSMITTALS:

1. Proposed Agreement with Trelleborg Marine Systems Denmark A/S

FIS Approval: MB
CA Approval: SO



JOHN M. BETZ
Chief Port Pilot



THOMAS E. GAZSI
Chief of Public Safety and
Emergency Management

APPROVED:



FOR

EUGENE D. SEROKA
Executive Director

JMB/JLD/JMK
Author: J. Karmelich

Transmittal 1

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
TRELLEBORG MARINE SYSTEMS DENMARK A/S

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and TRELLEBORG MARINE SYSTEMS DENMARK A/S, a Denmark corporation, Sommervej 31B, DK-8210 Aarhus V, Denmark ("Consultant").

WHEREAS, City requires a comprehensive Portable Piloting Unit System for use by the City's Harbor Department ("Department") Port Pilots Division to assist in the navigation of ocean going ships at the Port of Los Angeles; and

WHEREAS, City has utilized Consultant's Portable Piloting Unit System for the previous six years and it is more feasible and cost effective to continue to use Consultant's proprietary hardware and software as a navigational aid at the Port of Los Angeles; and

WHEREAS, the Port Pilots Division will require training, on-going maintenance, repairs and help desk support for the Portable Piloting Unit System during the term of the Agreement; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in the continued use, training, maintenance and repair of the Portable Piloting Unit System; and

WHEREAS, Consultant possesses extensive experience in the development, maintenance and training regarding the use of the Portable Piloting Unit System; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, the products and certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work"). In the event of a conflict between the terms of this Agreement and the terms set forth in Exhibit A, the terms of this Agreement shall prevail.

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

2. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article 11 (Termination) hereof.

C. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

3. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be January 25, 2024, upon its execution by the Executive Director after authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement be signed by the Executive Director until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from January 25, 2024, upon execution by the Executive Director and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

4. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The

Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit A.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit A), shall be One Hundred Fourteen Thousand Two-Hundred Seventy Dollars (\$114,270.00).

C. Consultant shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(Consultant's Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article 8 of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant

Monitoring Report Form (Exhibit B) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

6. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See <https://finance.lacity.org/how-register-btrc>.

9. INDEMNIFICATION

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City. Notwithstanding the foregoing, and so long as Consultant is not in breach of any term of this Agreement, Consultant's liability shall not exceed the Compensation amount in Section 5 unless covered by the insurance set forth in Section 10 of this Agreement.

10. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall have the railroad exclusion deleted.

(2) Technology Errors and Omissions Liability Insurance

Consultant is required to provide Technology Errors and Omissions Liability Insurance with respect to negligent or wrongful acts, errors or omissions, in rendering or failing to render computer or information technology services or technology products in connection with the professional services to be provided under this Agreement. This insurance policy shall include coverage for Privacy and Network Security and protect against claims arising from all products and services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability. The limits disclosed herein shall neither increase nor decrease Consultant's liability as defined elsewhere in this Agreement.

Consultant certifies that it now has Technology Errors and Omissions Liability Insurance in the amount of One Million Dollars (\$1,000,000) per claim/aggregate including Notification Costs, which shall cover the work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

B. Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Article 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. ____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article 10 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with

the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(3) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

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

D. Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

E. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

12. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article 1. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

13. 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. See Exhibit C.

14. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit D.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>. Consultant shall comply with all RAMP reporting requirements set forth in Executive Directive No. 35 (August 25, 2022), *Equitable Access to Contracting Opportunities*, during the term of this Agreement.

15. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

16. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

17. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

18. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

19. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other

matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

20. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

21. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

23. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

24. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or Subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

25. EQUAL BENEFITS POLICY

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. See Exhibit E.

26. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

27. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

28. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

29. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

30. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

31. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

32. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

33. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

34. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By signing below, I attest that I have no personal, financial, beneficial, or familial interest in this Agreement.

Dated: _____, 2024

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

Dated: 20/02/24, 2024

TRELLEBORG MARINE SYSTEMS DENMARK A/S

By: Jacco Vonk

[Signature]

(Print/type name and title)

By: [Signature]

ADAM N BURKLEY

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

March 14, 2024

HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: [Signature]
Heather M. McCloskey, Deputy

HMM
Attachments

Rev. 1/5/24

Date: 1/25/24

Contractor/Vendor Name: Trelleborg Marine Systems Denmark A/S

Account#	54110	W.O. #	
Ctr/Div#	0414	Job Fac.#	
Proj/Prog#	000		
Budget FY:		Amount:	
FY 23/24		\$28,380	
FY 24/25		\$20,000	
FY 25/26		\$26,880	
<u>For Acct/Budget Div. Use Only</u>			
Verified by:	<i>Melody M Ugalde</i> Melody Ugalde 2024.01.31 16:08:09 -08'00'		
Verified Funds Available:	Filomena Abayan Digitally signed by Filomena Abayan Date: 2024.02.06 07:49:36 -08'00'		
Date Approved:	<u>2/6/2024</u>		

Account#	55160	W.O. #	
Ctr/Div#	0414	Job Fac.#	
Proj/Prog#	000		
Budget FY:		Amount:	
FY 23/24		\$5,010	
FY 24/25		\$16,990	
FY 25/26		\$17,010	
<u>For Acct/Budget Div. Use Only</u>			
Verified by:	<i>Melody M Ugalde</i> Melody Ugalde 2024.01.31 16:08:18 -08'00'		
Verified Funds Available:	Filomena Abayan Digitally signed by Filomena Abayan Date: 2024.02.06 07:47:27 -08'00'		
Date Approved:	<u>2/6/2024</u>		



MAIN AGREEMENT

This Main Agreement is entered into

between **TRELLEBORG MARINE SYSTEMS DENMARK A/S**
CVR-no. 34452458
Sommervej 31B
8210 Aarhus V
Denmark
("TMS")

and **LOS ANGELES PILOT SERVICE USALOS**
ANGELES PILOT SERVICE USA
("Customer")

1. SCOPE OF THE AGREEMENT

1.1 This Main Agreement and its appendices set out the terms and conditions applicable for TMS' delivery to Customer of the Products and Services listed below.

2. PRODUCTS AND SERVICES

2.1 Under this Main Agreement, TMS will deliver to Customer the following Products and Services:

3. PRICE AND PAYMENT

3.1 The Products and Services under this Main Agreement is provided to Customer subject to a one-time payment, a recurring payment.

3.2 The [Products/Services] are subject to a one-time payment of \$33,390 (2024), \$36,990 (2025), \$43,890 (2026).

3.3 The [Products/Services] are subject to recurring payment of amounts in 3.2 paid in advance for a period of:

- 1 month
- 3 months
- 6 months
- 12 months

("Recurring Period")

Exhibit A



3.4 In addition, the payment terms in the Product-Specific Terms and the General Terms and Conditions attached hereto will apply.

4. **SUBSCRIPTION-BASED LICENSE TO SAFEPILOT**

4.1 Customer's subscription-based licensing of the Software including modules is subject to full payment of all license fees and compliance with TMS' Software Subscription Terms.

4.2 Customer's lease of Hardware is subject to full and timely payment of all lease fees and compliance with TMS' Hardware Lease Terms.

4.3 Customer takes out the following subscriptions:

2024	Lease Software / Lease Hardware ROT & I		
	Amount	Unit Price per Month	Total 2024
CAT ROT & CAT I (2 new sets extra)	2	200	\$4,800
SafePilot Pro	15	50	\$9,000
SafePilot river	17	15	\$3,060
SafePilot Docking	17	25	\$5,100
SafePilot Cloud User	17	15	\$3,060
Care Pack	17	20	\$4,080
SafePilot Cloud Hosting	1	340	\$4,080
Packaging & Freight	210	210	\$210
			\$33,390

2025	Lease Software / Lease Hardware ROT & I		
	Amount	Unit Price per Month	Total 2025
CAT ROT & CAT I (2 new sets extra)	4	200	\$9,600
SafePilot Pro	13	50	\$7,800
SafePilot river	17	15	\$3,060
SafePilot Docking	17	25	\$5,100
SafePilot Cloud User	17	15	\$3,060
Care Pack	17	20	\$4,080
SafePilot Cloud Hosting	1	340	\$4,080
Packaging & Freight	210	210	\$210
			\$36,990

2026	Lease Software / Lease Hardware ROT & I		
	Amount	Unit Price per Month	Total 2026
CAT ROT & CAT I (3 new sets extra)	7	200	\$16,800
SafePilot Pro	11	50	\$6,600
SafePilot river	18	15	\$3,240
SafePilot Docking	18	25	\$5,400
SafePilot Cloud User	18	15	\$3,240
Care Pack	18	20	\$4,320
SafePilot Cloud Hosting	1	340	\$4,080
Packaging & Freight	210	210	\$210
			\$43,890



5. DELIVERY

5.1 TMS will deliver the above Products and/or Services no later than 4 weeks after signing of this Main Agreement and TMS' receipt of payment as agreed between the Parties.

5.2 TMS will deliver the above Products DAP according to Incoterms 2020.

6. VALIDITY OF THE AGREEMENT

6.1 Unless otherwise agreed in writing, this Main Agreement shall become effective as from [the date when both Parties have signed the Main Agreement / [date].

7. CONTRACTUAL BASIS AND PRIORITY OF DOCUMENTS

7.1 By signing this Main Agreement, Customer accepts that the following Product-Specific Terms and the General Terms and Conditions forms an integral part of this Main Agreement:

- General Terms and Conditions_Jan23
- TMS' Hardware Lease Terms
- TMS' Software Subscription Terms

7.2 The definitions agreed in the Product-Specific Terms and in the General Terms and Conditions shall also apply in this Main Agreement.

7.3 In case of any discrepancy between this Main Agreement, the Product-Specific Terms, the General Terms and Conditions and any other documents, attached to this Main Agreement as applicable, the following order of importance shall apply:

- i. This Main Agreement (without appendices)
- ii. The Product-Specific Terms
- iii. The General Terms and Conditions
- iv. Other documents agreed between the Parties

7.4 This Main Agreement replaces all prior agreements between the Parties in relation to the Products and/or Services in question. **Standard terms other than those contained in this Main Agreement and its appendices are thus hereby expressly agreed to be ineffective between the Parties.**

8. SANCTIONS COMPLIANCE AND EXPORT CONTROL

8.1 Customer warrants that:

(i) it shall not export, re-export, re-sell, supply or transfer the Products to any destination or party subject to UN, EU or US trade embargos;

(ii) it shall comply with all applicable export and sanctions laws;

(iii) it will include the same terms in its dealings with its customers; and



(iv) it agrees to fully indemnify TMS for all costs, expenses, liabilities, losses, damages, claims, proceedings (including without limitation legal fees) incurred or awarded against TMS arising out of or in connection with any breach of this clause whether such breach occurs directly or indirectly, with or without the knowledge of TMS.

8.2 TMS shall have the right to terminate the Main Agreement or any Accepted quote immediately and without penalty if it reasonably considers:

a) the Customer have breached this Section 12; or

b) performance of any aspect of the Main Agreement or any Accepted quote by the Customer exposes TMS to the objective and severe risk of contravening any sanctions or any sanctions undertakings that it has given to its customers, suppliers or lenders.

FOR TRELLEBORG MARINE SYSTEMS DENMARK A/S

FOR [CUSTOMER]

Signature

Name: [Name]

Position: [Position]

Signature

Name: [Name]

Position: [Position]

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No.	Division	Contractor Administrator
Contractor	*Group	Contract Title/Project
Contract Amount	Start Date	End Date
Total Amount Invoiced to Date _____		
SBE Mandated Participation Percentage	SBE	VSBE
Proposed Subcontractor Percentage	MBE	WBE OBE DVBE

	PROPOSED				ACTUALS			
	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DBE	Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Directions:
 Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

* Group = (SBE/VSBE/MBE/WBE/OBE/DBE)

EXHIBIT C - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding

Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in

a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
- (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

EXHIBIT D

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%.** The North American Industry Classification System (NAICS) Code for the scope of services is 335999. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the RAMP by the time proposals are due.

(2) 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.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

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, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant 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 and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

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, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company.

Please check all that apply. At least one box must be checked:

SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of

North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **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: _____

Title: _____

Printed Name: _____

Date Signed: _____

Consultant Description Form

PRIME CONSULTANT:

Contract Title: _____

Business Name: _____ LABAVN ID#: _____

Award Total: \$ _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ LABAVN ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

EXHIBIT E

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

**2. RESOLUTION NO. - CHANGE NO. 1 TO PURCHASE
ORDER NO. 39939-23 WITH JOHNSON CONTROLS FIRE
PROTECTION LP FOR FIRE ALARM AND FIRE
SUPPRESSION SYSTEM MAINTENANCE**



DATE: APRIL 10, 2024

FROM: CONSTRUCTION AND MAINTENANCE

SUBJECT: RESOLUTION NO. _____ - CHANGE NO. 1 TO PURCHASE ORDER NO. 39939-23 WITH JOHNSON CONTROLS FIRE PROTECTION LP FOR FIRE ALARM AND FIRE SUPPRESSION SYSTEM MAINTENANCE

SUMMARY:

Staff requests approval of Change No. 1 to Purchase Order No. 39939-23 (Contract) with Johnson Controls Fire Protection LP (JCFP) of Westminister, Massachusetts for fire alarm and fire suppression system maintenance. The proposed change will increase the second renewal period's expenditure authority amount by \$1,100,000 from \$3,130,000 currently to \$4,230,000, as proposed. The requested increase is necessary to complete current and planned capital and maintenance projects. The City of Los Angeles Harbor Department (Harbor Department) will continue to be financially responsible for the payment of expenses incurred under the Contract.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) and Article III Class 2(2) and 3(4) of the Los Angeles City CEQA Guidelines;
2. Approve Change No. 1 to Purchase Order No. 39939-23 with Johnson Controls Fire - Protection LP to increase the annual expenditure authority from \$3,130,000 to \$4,230,000 for the current contract period, which is in its second renewal option;
3. Authorize the Executive Director to execute and the Board Secretary to attest to Change No. 1 to Purchase Order No. 39939-23 for and on behalf of the Board; and
4. Adopt Resolution No. _____.

DISCUSSION:

Background/Context - The Harbor Department, through its Construction and Maintenance Division (C&M), is responsible for maintaining and monitoring fire alarm and fire suppression systems at locations throughout the Port of Los Angeles (Port).

DATE: APRIL 10, 2024

PAGE 2 OF 5

SUBJECT: CHANGE NO. 1 TO PURCHASE ORDER NO. 39939-23 WITH JOHNSON CONTROLS FIRE PROTECTION LP

The work performed under this Contract involves maintaining, repairing, and upgrading fire-life safety equipment requiring specialized training and certification. This includes a State of California C-16 Fire Protection license, National Institute for Certification in Engineering Technologies (NICET) certification, and certification from the manufacturer for installation.

The work performed involves fully certified, local union technicians performing the repair, maintenance, inspection, testing, programming, and upgrades required for the Harbor Department's systems. They also complete upgrades of existing fire-life safety systems.

The tasks that JCFP performs under this Contract include the Los Angeles Fire Department-mandated Regulation No. 4 testing of smoke detectors, pull stations, sprinkler heads, and notification devices. Most fire-life safety systems require annual testing and repair, with exceptions for quarterly sprinkler inspections to comply with insurance liability provisions, and semi-annual testing of halon fire extinguishers and air/gas systems to comply with National Fire Protection Association (NFPA) guidelines and City of Los Angeles Department of Building and Safety codes.

In addition, JCFP assists C&M in the upgrade of fire-life safety networking systems at various locations throughout the Port including the Port Pilot Station, Maritime Museum, Berth 91-93 World Cruise Center, Port Police Canine Training Site, Vopak terminal, Fenix Marine Services terminal, APM terminal, Yusen terminal, Everport terminal and other locations requiring compliance with Los Angeles Fire Department Regulation No. 4 requirements and Port fire-life safety responsibilities.

In the course of normal operations, C&M requests increases, as needed, in the spending authority level on annual procurement contracts to complete maintenance and capital improvement projects. These requests may be necessary due to an expanded scope of work, unforeseen needs, or extra time required to complete a project. Sufficient funds are typically available in the Capital Improvement Program (CIP), Maintenance Improvement Program (MIP), or C&M operating budgets to cover these needs.

Contract Requiring Increased Funding – The Contract with JCFP is a cooperative purchasing (“piggyback”) agreement based on Sourcwell Contract #031517-SGL. SGL refers to SimplexGrinnel LP, which is a subsidiary of Johnson Controls. On April 15, 2021 the Board approved the Contract for a one-year period with two one-year renewal options for total compensation of \$9,390,000.

An additional \$1,100,000 is needed to supplement the current annual expenditure authority of \$3,130,000 for a total proposed annual expenditure authority of \$4,230,000 in order to maintain current project schedules and operations. Since the execution of the Contract on May 27, 2023, there have been increased costs associated with two CIP

DATE: APRIL 10, 2024

PAGE 3 OF 5

SUBJECT: CHANGE NO. 1 TO PURCHASE ORDER NO. 39939-23 WITH JOHNSON CONTROLS FIRE PROTECTION LP

projects, the Berth 189 Underwharf Fire Sprinkler System Replacement and the Berth 58-60 Shed Seismic Bracing Improvement projects. These projects have resulted in unforeseen repairs and material escalation, which require an increase in the Contract amount.

Proposed Change No. 1 (Transmittal 1) has been prepared to increase the annual expenditure authority for the second renewal option. Purchase Order No. 39939-23 is also attached for review (Transmittal 2).

ENVIRONMENTAL ASSESSMENT:

The proposed action is approval of Change No. 1 to Purchase Order No. 39939-23 with JCFP, which is an administrative activity involving the replacement of a structure with a new structure of substantially the same size, purpose, and capacity and installation of new equipment involving negligible or no expansion of use if required for safety, health, the public convenience, or environmental control. Therefore, the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements CEQA in accordance with Article II Section 2(f) and Article III Class 2(2) and 3(4) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Change No. 1 would authorize expenditures of up to \$4,230,000 for the second renewal option for fire alarm and fire suppression system maintenance.

Spending under the Contract has occurred and is anticipated to occur as follows:

Account, Cost Center	Prior Fiscal Years	FY 2023-24	Total
54010.0510	\$339,983	\$777,481	\$1,117,464
54010.1002	\$0	\$2,125,642	\$2,125,642
54010.1007	\$0	\$4,352	\$4,352
54010.1165	\$0	\$39,709	\$39,709
55010.0510	\$1,418	\$50,000	\$51,418
55010.1002	\$0	\$853,875	\$853,875
55010.1007	\$0	\$0	\$0
55010.1165	\$0	\$37,540	\$37,540
Total	\$341,401	\$3,888,599	\$4,230,000

Fiscal Year (FY) 2023-2024 funding in the amount of \$3,888,599 is available in the Accounts and Cost Centers noted above.

DATE: APRIL 10, 2024

PAGE 4 OF 5

**SUBJECT: CHANGE NO. 1 TO PURCHASE ORDER NO. 39939-23 WITH JOHNSON
CONTROLS FIRE PROTECTION LP**

The Harbor Department's obligation to pay any amount hereunder for any City fiscal year after the current fiscal year is contingent upon the Harbor Department's appropriation of funds for that purpose. The Harbor Department's Fiscal Year ends on June 30 of each calendar year; accordingly, anything to the contrary notwithstanding, the Harbor Department may terminate this contract and future monetary obligations hereunder as of the end of any Fiscal Year.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the proposed Change No. 1 to Purchase Order No. 39939-23 as to form and legality.

DATE: APRIL 10, 2024

PAGE 5 OF 5

SUBJECT: CHANGE NO. 1 TO PURCHASE ORDER NO. 39939-23 WITH JOHNSON
CONTROLS FIRE PROTECTION LP

TRANSMITTALS:

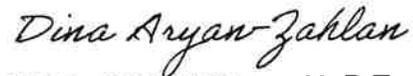
1. Change No. 1 to Purchase Order No. 39939-23
2. Purchase Order No. 39939-23

FIS Approval: MB

CA Approval: SO



TIM CLARK
Director of Port Construction & Maintenance



DINA ARYAN-ZAHLAN, P.E.
Deputy Executive Director
Development

APPROVED:



EUGENE D. SEROKA
Executive Director

Author: J. Castro

Transmittal 1

**PURCHASE ORDER
CHANGE
NO. 1**

HARBOR DEPARTMENT
City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) (310) 732-3890

DATE: March 05, 2024

Page 1 of 1

VENDOR	#8715
	JOHNSON CONTROLS FIRE PROTECTION, LP
	50 TECHNOLOGY DRIVE
	WESTMINISTER, MA 01441

CONTRACT NUMBER
39939-23
DATED: MAY 27, 2023

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			CHANGE FROM: AS WRITTEN		
			ADD: Increase contract from \$3,130,000.00 to \$4,230,000.00 due to unforeseen repairs that require an increase in the contract and material escalation on the Vopak and Alta Sea Fire sprinkler Capital Improvement Projects (CIP). APPROVED AS TO FORM AND LEGALITY <u>3/21/24</u> HYDEE FELDSTEIN SOTO, City Attorney By <u>[Signature]</u> Deputy City Attorney		

REQUISITION NO. N/A	NEW SUBTOTAL	NEW SALES TAX	NEW TOTAL \$4,230,000.00	NET INCREASE \$1,100,000.00	NET DECREASE
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COMMENTS: Increase contract from \$3,130,000.00 to \$4,230,000.00 due to unforeseen repairs.

BUYER: D. Nappi (310) 732-3890 <u>[Signature]</u>
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HARBOR DEPARTMENT - CITY OF LOS ANGELES	FURNISH TRIPPLICATE INVOICES	BILL TO: HARBOR DEPARTMENT, CITY OF LOS ANGELES ATTN: ACCOUNTING SECTION P.O. BOX 191, SAN PEDRO, CA 90733-0191
Harbor Purchasing Officer for the Executive Director		

Transmittal No. 1

Transmittal 2

RENEWAL OPTION

NO. 2

HARBOR DEPARTMENT

City of Los Angeles
 500 Pier A Street, Wilmington, CA 90744
 (Berth 161) (310) 732-3890

DATE: April 4, 2023

V E N D O R	#8715
	JOHNSON CONTROLS FIRE
	PROTECTION LP
	50 TECHNOLOGY DRIVE WESTMINSTER, MA 01441

ANNUAL CONTRACT NUMBER
39939-22
DATED: 5/27/2022

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			<p>CHANGE FROM:</p> <p>Delete date of expiration shown on contract.</p> <p>Annual Contract Reference No.: 39939-22</p>		
			<p>CHANGE TO:</p> <p>Renewal Option Number 2 granted in Vendor's Bid No. F-1097 is hereby exercised. New expiration date of order is now May 26, 2024.</p> <p>Expenditure for the new contract period commencing May 27, 2023 and expiring May 26, 2024 is not to exceed \$3,130,000.00</p> <p>Annual Contract Reference No.: 39939-23</p>		

REQUISITION NO. E-23-0069	NEW SUBTOTAL \$	NEW SALES TAX \$	NEW TOTAL \$	NET INCREASE \$	NET DECREASE \$
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COMMENTS: Exercise Second and Final Renewal Option.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES  Harbor Purchasing Officer for the Executive Director	FURNISH TRIPLICATE INVOICES	BILL TO: HARBOR DEPARTMENT, CITY OF LOS ANGELES ATTN: ACCOUNTING SECTION P.O. BOX 191, SAN PEDRO, CA 90733-0191
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RENEWAL OPTION

NO. 2

HARBOR DEPARTMENT

City of Los Angeles
500 Pier A Street, Wilmington, CA 90744
(Berth 161) (310) 732-3890

DATE: April 4, 2023

V E N D O R	#8715
	JOHNSON CONTROLS FIRE PROTECTION LP
	50 TECHNOLOGY DRIVE
	WESTMINSTER, MA 01441

ANNUAL CONTRACT NUMBER
39939-22
DATED: 5/27/2022

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			CHANGE FROM:		
			CHANGE TO: INSURANCE. Contractor shall maintain at its own expense proof of insurance which includes the City of Los Angeles Harbor Department as additional insured in accordance with the types and the minimum limits specified in Bid Request No. <u>F-1097</u> . Insurance carriers must be admitted in the State of California or policies must be written through a California licensed surplus lines broker. NO WORK SHALL BE DONE AND NO PAYMENT WILL BE MADE WITHOUT APPROVED INSURANCE REMAINING IN EFFECT.		

REQUISITION NO. E-23-0069	NEW SUBTOTAL \$	NEW SALES TAX \$	NEW TOTAL \$	NET INCREASE \$	NET DECREASE \$
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COMMENTS: Exercise Second and Final Renewal Option.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES


Harbor Purchasing Officer for the Executive Director

FURNISH
TRIPLICATE
INVOICES

BILL TO:
HARBOR DEPARTMENT, CITY OF LOS ANGELES
ATTN: ACCOUNTING SECTION
P.O. BOX 191, SAN PEDRO, CA 90733-0191

RENEWAL OPTION

NO. 1

HARBOR DEPARTMENT

City of Los Angeles
 500 Pier A Street, Wilmington, CA 90744
 (Berth 161) (310) 732-3890

DATE: March 14, 2022

V E N D O R	#8715
	JOHNSON CONTROLS FIRE
	PROTECTION LP
	50 TECHNOLOGY DRIVE
	WESTMINSTER, MA 01441

ANNUAL CONTRACT NUMBER
39939
DATED: 5/27/2021

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			<p>CHANGE FROM:</p> <p>Delete date of expiration shown on contract.</p> <p>Annual Contract Reference No.: 39939</p>		
			<p>CHANGE TO:</p> <p>Renewal Option Number 1 granted in Vendor's Bid No. F-1097 is hereby exercised. New expiration date of order is now May 26, 2023.</p> <p>Expenditure for the new contract period commencing May 27, 2022 and expiring May 26, 2023 is not to exceed \$3,130,000.00</p> <p>Annual Contract Reference No.: 39939-22</p>		

REQUISITION NO. E-22-0073	NEW SUBTOTAL \$	NEW SALES TAX \$	NEW TOTAL \$	NET INCREASE \$	NET DECREASE \$
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COMMENTS: Exercise First Renewal Option.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES



Harbor Purchasing Officer for the Executive Director

FURNISH
 TRIPLICATE
 INVOICES

BILL TO:
 HARBOR DEPARTMENT, CITY OF LOS ANGELES
 ATTN: ACCOUNTING SECTION
 P.O. BOX 191, SAN PEDRO, CA 90733-0191

RENEWAL OPTION

NO. 1

HARBOR DEPARTMENT

City of Los Angeles
 500 Pier A Street, Wilmington, CA 90744
 (Berth 161) (310) 732-3890

DATE: March 14, 2022

V E N D O R	#8715
	JOHNSON CONTROLS FIRE PROTECTION LP
	50 TECHNOLOGY DRIVE
	WESTMINSTER, MA 01441

ANNUAL CONTRACT NUMBER
39939
DATED: 5/27/2021

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			CHANGE FROM:		
			CHANGE TO: <u>INSURANCE.</u> Contractor shall maintain at its own expense proof of insurance which includes the City of Los Angeles Harbor Department as additional insured in accordance with the types and the minimum limits specified in Bid Request No. <u>F-1097</u> . Insurance carriers must be admitted in the State of California or policies must be written through a California licensed surplus lines broker. NO WORK SHALL BE DONE AND NO PAYMENT WILL BE MADE WITHOUT APPROVED INSURANCE REMAINING IN EFFECT.		

REQUISITION NO. E-22-0073	NEW SUBTOTAL \$	NEW SALES TAX \$	NEW TOTAL \$	NET INCREASE \$	NET DECREASE \$
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COMMENTS: Exercise First Renewal Option.

BUYER: Tricia Carey (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES



Harbor Purchasing Officer for the Executive Director

FURNISH
 TRIPLICATE
 INVOICES

BILL TO:
 HARBOR DEPARTMENT, CITY OF LOS ANGELES
 ATTN: ACCOUNTING SECTION
 P.O. BOX 191, SAN PEDRO, CA 90733-0191



**THE PORT
OF LOS ANGELES**

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

Eric Garcetti

Mayor, City of Los Angeles

**Board of Harbor
Commissioners**

Jaime L. Lee
President

Diane L. Middleton
Commissioner

Lucia Moreno-Linares
Commissioner

Anthony Pirozzi, Jr.
Commissioner

Edward R. Renwick
Commissioner

Eugene D. Seroka

Executive Director

June 2, 2021

JOHNSON CONTROLS FIRE PROTECTION LP
12728 SHOEMAKER AVENUE
SANTA FE SPRINGS, CA 90670

Attn: Andrew Beggs

SUBJECT: Los Angeles Harbor Department Contract No. 39939
Fire Alarm and Fire Suppression System Maintenance and Upgrades Port-Wide

The above referenced contract has been awarded to your company. This contract has been funded in the amount of \$3,130,000.00 annually to be furnished and delivered as may be required during the contract period commencing May 27, 2021 through May 26, 2022.

Please proceed with performance of the contract.

All delivery tickets, invoices and allied documents must show the above contract number.

Upon completion of work, submit itemized invoices in triplicate to:

Harbor Department, City of Los Angeles
Attn: Accounting Section
P.O. Box 191
San Pedro, CA 90733-0191

Sincerely,

TRICIA J. CAREY
Director, Contracts & Purchasing Division

Enclosures: Contract No. 39939

cc: Construction and Maintenance, Accounts Payable, Controller

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

BID NO. F-1097 Page 1
 Show this number on envelope

Contract No. 39939

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: San Diego, CA ON THE February 15 DAY OF 2021
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Johnson Controls Fire Protection LP
 Phone (562) 405-3800 Fax (562) 405-3801
 Address 12728 Shoemaker Avenue Santa Fe Springs CA 90670
Street City State Zip
 Signature *Andrew Krynen* Andrew Krynen Area General Manager
Signature Printed Name Printed Title



- (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.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 2021 _____ <small>Notary Seal Signature</small>	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By <u><i>[Signature]</i></u> Executive Director Harbor Department <u>5/27/2021</u> <small>Date</small>	Approved as to form and legality _____, 2021 City Attorney BY _____ Deputy
---	---	---



Johnson Controls Fire Protection LP
6600 Congress Avenue
Boca Raton, FL 33437

Tel: 561-341-7611
www.johnsoncontrols.com

JOHNSON CONTROL FIRE PROTECTION

SECRETARY'S CERTIFICATE

I, Jennifer Leong, Secretary of Johnson Controls Fire Protection, a Delaware limited partnership (the "Company") hereby certify that as of February 8, 2021, **Andrew Krynen**, Area General Manager for the Company, is authorized to sign and to execute documents in connection with **Harbor Department of the City of Los Angeles** Bid Submission for Portwide Fire Alarm and Fire Suppression System and Maintenance and Upgrades and submit all associated paperwork on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 8th day of February, 2021.



Jennifer Leong, Secretary



FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1097

<p style="text-align: center;">SUBMIT BID TO : 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 through Friday (excluding Holidays)</p>	
<p>Buyer: Tricia Carey, Director (310) 732-3890 Email: tcarey@portla.org</p>	

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".
 AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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THIS CONTRACT IS IN ACCORDANCE WITH SOURCEWELL CONTRACT #031517-SGL, JOHNSON CONTROLS FIRE PROTECTION LP FOR THE ANNUAL REQUIREMENTS OF THE LOS ANGELES HARBOR DEPARTMENT FOR PORTWIDE FIRE ALARM AND FIRE SUPPRESSION SYSTEM MAINTENANCE AND UPGRADES TO BE FURNISHED AND DELIVERED FOR A PERIOD OF ONE YEAR COMMENCING UPON EXECUTION, INCLUDING TWO, ONE-YEAR RENEWAL OPTIONS, FOR A MAXIMUM TERM OF THREE YEARS. THIS CONTRACT IS AWARDED FOR THE EQUIPMENT, MAINTENANCE AND UPGRADES AS DETERMINED. PRICE AND TERMS OF CONTRACT #031517-SGL BETWEEN SOURCEWELL AND JOHNSON CONTROLS FIRE PROTECTION LP ARE INCORPORATED HEREIN. SEE EXHIBIT 1. COOPERATIVE PURCHASE ARRANGEMENT, PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, CHAPTER 2, SECTION 10.15 (a) (8).

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be **\$3,130,000.00** 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 Board of Harbor Commissioners.

SURVIVABILITY. Contracts awarded using the authority provided by the Sourcewell Contract will survive the Sourcewell Contract itself. As a Customer purchasing, renting or leasing the equipment, the Harbor Department will continue to receive ongoing service from the Successful Vendor at the agreed upon Sourcewell Contract rate through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing Sourcewell Contract through that final term and any subsequent renewals and extensions.

Upon the Contract termination, Customers and Successful Vendors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the Customer will reserve the right.

REQ. NO.: E-21-0062 NOTIFY: P. Hazelett PAGE 2	STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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SALES TAXES. Sales Taxes will be added at time of order.

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.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 100017002-00014.

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

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:

Parts one year; labor 90 days

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

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

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

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.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

AUTHORIZED DISTRIBUTOR/DEALER.

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

Yes: X No: _____

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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.

COMPATIBILITY. The above item(s) shall match and intermember with existing equipment now in use by the Department.

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: Johnson Controls Fire Protection LP
ADDRESS: Dept. CH 10320
Palatine, IL 60055-0320

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.

SUPPLIER CONTACT INFORMATION:

Contact Person: Andrew Beggs
Title: Area Owner Sales Manager
Telephone No.: (657) 414-6803
Fax No.: (562) 405-3801
E-Mail Address: andrew.william.beggs@jci.com
24 Hour Contact No.: (888) 746-7539

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.

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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.

ENVIRONMENTAL MANAGEMENT SYSTEM.

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

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

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

ETHICS CLAUSE.

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 (Exhibits 2 and 3) to the awarding authority at the same time the response is submitted. The forms requires 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

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contracts with subcontractors. Responses submitted without a completed CEC Form 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.

INDEMNIFICATION AND INSURANCE

Indemnification

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

Acceptable Evidence and Approval of Insurance

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

Policy Copies

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

PRIMARY COVERAGE

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

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

ADDITIONAL INSURED

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

NOTICE OF CANCELLATION

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

RENEWAL

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

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

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

NOTE

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

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent

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contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-day notice of cancellation for nonpayment of premium, and a 30-day notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-day notice of cancellation for nonpayment of premium, and a 30-day notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

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

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INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

 (initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

SITE MAINTENANCE & CLEAN-UP. Contractor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Contractor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

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.

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, (213) 473-5901, 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.

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.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
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GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic 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.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

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

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

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

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

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

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

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

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

12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.
NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
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latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.

15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

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

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

Reference Number (Bid, Contract, or BAVN) Contract No. 39939	Awarding Authority (Department awarding the contract) Harbor Department of the City of Los Angeles
Bidder Name Johnson Controls Fire Protection, LP	
Address 12728 Shoemaker Avenue	
Email Address matthew.schmit@jci.com	Phone Number (562) 405-3800

Certification

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

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

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

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

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

Kathleen Nielsen

Name

Fire Service Manager

Title

**Kathleen
Nielsen**

Signature

02/02/2021

Date

Digitally signed by Kathleen
Nielsen
Date: 2021.02.02 17:25:57
-08'00'

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 _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): Contract No. 39939 Date Bid Submitted: 02/02/2021

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Annual requirements of the Los Angeles Harbor Department for portwide fire alarm and fire suppression system maintenance and upgrades

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

Bidder Name: Johnson Controls Fire Protection, LP

Bidder Address: 12728 Shoemaker Avenue

Bidder Email Address: matthew.schmit@jci.com Bidder Phone Number: (562) 405-3800

Schedule Summary

Please complete all three of the following:

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

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.

Kathleen Nielsen
Name
Fire Service Manager
Title

Kathleen Nielsen
Signature
02/02/2021
Date

Digitally signed by Kathleen Nielsen
Date: 2021.02.02 17:28:25 -08'00'

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: George Oliver Title: Chairman and Executive Officer
 Address: 9 Roszel Road, Princeton, NJ 08540

Name: Olivier Leonetti Title: Executive VP and CFO
 Address: 5757 N Green Bay Ave, Milwaukee, WI 53209

Name: Nate Manning Title: VP and President NA Building Solutions
 Address: 507 E Michigan St, Milwaukee, WI 53202

Name: _____ Title: _____
 Address: _____

Check this box if additional Schedule A pages are attached.

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.

Letter of Agreement To Extend the Contract

Between

Johnson Controls Fire Protection LP
5757 N. Green Bay Ave. #591
Milwaukee, WI 53209

And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #031517-SGL) for the procurement of Facility Security Equipment, Systems, and Services with Related Equipment and Supplies. This Agreement has an expiration date of June 30, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on June 30, 2022. All other terms and conditions of the Agreement remain in force.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz _____, Its: Director of Operations & Procurement/CPO
C0FD2A139D08489...

Name printed or typed: Jeremy Schwartz

Date 9/29/2020 | 1:33 PM CDT

Johnson Controls Fire Protection LP

DocuSigned by:
By: Thomas Staves _____, Its: Natl Sales Mgr Cooperative Contracts
E026EC1138B5439...

Name printed or typed: Thomas Staves

Date 9/29/2020 | 11:36 AM PDT

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: SimplexGrinnell, LP

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
	Our team does not have any exceptions to the terms, conditions, or specification detailed in the RFP.		

Proposer's Signature:  Mr. James W. Madson, Vice President of Strategic Sales Date: March 15, 2017

NJPA's clarification on exceptions listed above:

Review and Approved:
 6/27/17
NJPA Legal Department

Contract Award
RFP #031517

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: SimplexGrinnell, LP _____ Date: March 15, 2017

Company Address: 50 Technology Drive

City: Westminster State: MA Zip: 01441

Contact Person: Mr. Thomas Staves _____ Title: National Account Sales Manager and NJPA National Account Program Manager

Authorized Signature:  _____ Mr. James W. Madson, Vice President of Strategic Sales
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

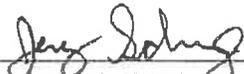
NJPA Contract #: 031517-SGL

Proposer's full legal name: SimplexGrinnell, LP

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be June 30, 2017 and will expire on June 30, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on June 29, 2017

NJPA Contract # 031517-SGL

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name SimplexGrinnell

Authorized Signatory's Title Vice President Sales



VENDOR AUTHORIZED SIGNATURE

James W. Madson

(NAME PRINTED OR TYPED)

Executed on June 30, 2017

NJPA Contract # 031517-SGL

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

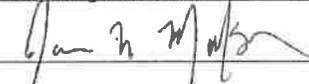
Company Name: SimplexGrinnell, LP

Address: 50 Technology Drive

City/State/Zip: Westminster, MA 01441

Telephone Number: 978-731-2500

E-mail Address: jmadson@simplexgrinnell.com

Authorized Signature: 

Authorized Name (printed): Mr. James W. Madson

Title: Vice President of Strategic Sales

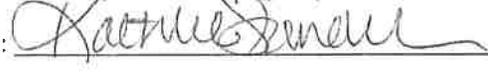
Date: March 10, 2017

Notarized

Subscribed and sworn to before me this 10th day of March, 20 2017

Notary Public in and for the County of Newport State of RI

My commission expires: 8/30/17

Signature: 

Kathleen M. Sanderson-Upham
Notary Public ID: 755715
My Commission Expires 08/30/2017



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: SimplexGrinnell, LP

Questionnaire completed by: Mr. Thomas Staves National Account Sales Manager and NJPA National Account Program Manager

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30 for all invoices. For contracting sales, a schedule of values will be outlined and agreed to regarding payment intervals throughout the installation process.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:

Direct Purchase

Direct Purchase offers clients a choice of tailored lease plans, including:

- Capital & Operating Lease Structures
- Fair Market Value (FMV) Purchase Option
- 10% Purchase Option
- \$1 Out Purchase Option
- Municipal Lease, \$1 Purchase Option
- 1 to 5 Year Financing Terms
- Easy to Upgrade - "Refresh Programs"
- No Penalties for Early "Buy-Outs"

Fair Market Value (FMV) Purchase Option

This program offers the lowest monthly payment, and when the lease term ends, you can choose among several end-of-lease options:

- Purchase the equipment at a fair market value
- Upgrade your equipment with our "Technology Refresh" program
- Re-lease the equipment
- Return the equipment to us

10% Purchase Option

This plan guarantees the end-of-lease purchase price. Clients are not obligated to exercise this purchase option. The 10% purchase option provides end-of-lease flexibility which pre-determines the residual value of the equipment. End-of-lease options include:

- Purchase the equipment at 10% of its original cost
- Upgrade the equipment

- Re-lease the equipment
- Return the equipment

Please see Section 15 of our proposal for additional information regarding leasing.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Our team's sales representatives will meet with end user customers and will develop a quotation. Throughout the process there will be hooks in place to monitor the entire sales cycle, from initial contact to the closing the individual sales. A lead program will be instituted that will track all NJPA opportunities. Our in place "Salesforce.com" system will be used to track the sales process and will also be able to provide status updates in real-time. Also from an IT perspective, hooks will be in place to monitor overall program compliance and ensure that proper pricing and prevailing wages are being utilized.

In order to process a completed sale, a Purchase Order or customer signature is required. Contract Sales will be entered by our local office sales personnel and the orders will be tracked within our in place "Job Design" system utilizing an NJPA Customer Account Classification Code. All service contracts will be handled by our national accounts centralization team.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes. Customers can pay invoices through our online payment system. There is no additional cost to NJPA members for using this system. For security purposes, our organization does not accept credit card numbers over the phone. We request customers pay through the online payment portal. <https://www.simplexgrinnellpayonline.com/>. Payment can also be made online via the Customer Portal.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

We offer several types of warranties depending on whether we are providing a product installation or service. These warranties are provided at the end of Section 21 of our proposal response.

Conditions and Requirements to Qualify

Our policy states we will warranty a system installed by our technicians for a period of 1 year from date of the customer beneficial use. Service parts carry a 90 day warranty from the date of installation upon installations by a qualified technician. Any issues caused on the panel by a non-SimplexGrinnell/TycoIFS technician will not be covered. Any issues related to wiring from a third party contractor may not be covered. Additionally, any problems caused by third parties would not be covered. We also would not cover acts of nature such as lightning strikes, flooding, and other events such as that.

Claims Procedure

All warranty claims are handled through the local company office. To place a warranty claim, simply contact the local district office assigned to your facility, or place a service request through the Customer Portal. A technician will be assigned to diagnose and investigate the equipment under warranty demonstrating a malfunction. If it is a warranty claim, the local office will make repairs under the conditions of the warranty. If it is not, the technician will provide an estimate of the cost to repair. All repairs under or outside of warranty require customer sign off prior to completion.

Overall Structure

Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel.

What is Covered

Our warranties cover all products, parts, and labor associated with the SimplexGrinnell/TycoIFS-installed or serviced system.

Usage Restrictions or Other Limitations

There are no usage limitations in our warranty system for SimplexGrinnell/TycoIFS-installed or serviced systems.

Technician Travel Time and Mileage

Technician travel time and mileage to perform warranty repairs is covered under our warranty program.

Geographic Limitations

Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region of the United States or Canada where we cannot provide warranty repair services.

Service on OEM Equipment

As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from date of the customer beneficial use. Service parts carry a 90 day warranty from the date of installation upon installations by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components.

Exchange and Return Programs

According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.

- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Our NJPA offering includes total support for all fire alarm, fire detection, fire protection, integrated security, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:

- Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.
- Experienced technicians ensure that repairs are done right, and in a timely manner.
- Standardized reporting and documentation.
- Customized service plans to meet any customer's needs.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

SimplexGrinnell proposes to utilize line item pricing based upon a Project Level Gross Margin (PLGM) of the previous years top 50 Commercial Customers sales per product family. Pricing for these line items is based upon the selling price. This analysis is performed annually, of the Top 50 Customers, the top and bottom 12.5% are dropped leaving 75% for computing the PLGM average for all contracting related quotes. National Accounts IPP Rev 6D for line item services is based on an average of 10% reduction from that of local district pricing.

Please see the following pricing documents included in Section 11 of this proposal:

Service

- National Accounts Rev 6 Line Item Service Pricing
- National Account Rev 6 Labor Pricing (embedded in Service Price file)
- US Domestic Labor Rates (embedded in Service Price file)
- National Account Recommendation quotes form
- National Account Service Quote
- National Account Deficiency Quote
- Hot List Sample (embedded in Service Price file)

Contracting

- NJPA Products and Labor Price File

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

We will provide NJPA clients with our standard national account labor rates that are on average 10% discount from local district rates.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

We do not intend to offer a volume discount to NJPA clients.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Services

For any non-standard offering, our team will quote using negotiated NJPA approved hourly labor rates and will be offered on a fixed price basis. For all replacement parts, we will utilize standard district pricing for all internal sourced parts. For Outside Purchase products and labor we will utilize a 20% markup over our cost.

Contracting

For any non-standard offering that does not have an associated line item price, we will provide at the approved PLGM rates. (This includes orders with just product and orders with labor combined)

- All Products Except Sprinkler PLGM 30.6%
- Sprinkler PLGM 21.7%

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Suppression products are the only line items where we may add additional freight fees. Shipping of large 300 lb cylinders and significant quantities of foam can be expensive. Our team works closely with our customers to develop cost effective delivery arrangements when practical.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

We will only charge freight for the following new products:

- Fire Extinguishers/Suppression Products
- Retardant, Foams and Equipment (Sapphire, Pyro-Chem & Ansul Products)

We will ship bulk rate whenever possible and rates/methods are always discussed with customers ahead of time and freight is broken out as a separate line item.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

SimplexGrinnell owns and operates offices in both Hawaii and Alaska. TycoIFS employs technicians throughout Canada. There are not any different policies for these locations or other remote areas. Standard policy prevails. Related information is outlined in the Warranty Program information included with this proposal.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop shop" providing parts, supplies, and equipment specific to each of the clients it serves. Additionally, both SimplexGrinnell and TycoIFS have access to the Tyco Warehouse in Atlanta, Georgia. Staffed with approximately 250 full time personnel, our team ensures orders are filled promptly. This 240,000 square foot facility stocks extensive inventories of all of the products sold by legacy Tyco International companies, including Simplex fire alarm panels and peripherals, Grinnell and ANSUL fire suppression products, SoftwareHouse, Exacq, Kantech, DSC and American Dynamics security equipment, and all brands of Nurse Call solutions offered currently or in the past by Tyco. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to SimplexGrinnell and TycoIFS offices.

TycoIFS also maintains a large warehouse and distribution center in Toronto. Key elements of this facility include:

- Faraday, Pyrotronics, Simplex, Notifier, Edwards, and Gamewell parts supply.
- The facility encompasses the following operations; Service Parts, Raw Materials, Finished Products, Receiving, Returns, Domestic, and International Shipping.
- The facility is a two-shift operation with approximately 100 employees.
- The facility has the ability to store over 4,400 pallets of materials.
- The overall size of the facility is 170,000 square feet including the mezzanine.
- The Finished Product Warehouse has over 2,400 part numbers.
- The Raw Materials Warehouse has over 10,000 part numbers.
- The Service Warehouse has over 10,000 part numbers.
- The Shipping Operation handles over 1,500 customer orders a day, and over 30,000 pieces each day with a staff of 41 employees.

- A new overall layout and automated conveyor/sortation system has recently been installed, including a new fully automated radio frequency based Warehouse Management System. This system employs a bar-code recognition system for improved pick and ship accuracy.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We employ an internal auditing group and government compliance/prevaling wage group that is proactive in regards to contract compliance. Sales and Compliance personnel are separate functions in our organization. Our corporate compliance personnel will audit key data. Individual contracting projects and service orders will be audited monthly to verify compliance. If any issues are found, a larger sample is examined.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1.5 percent annual administration fee with a reduction to 1% in any subsequent year that total contract volume exceeds \$60 million.

Industry-Specific Questions

NOTE: You may have addressed some of the following questions elsewhere in your response. If so, please also answer these industry questions completely. Do not leave them blank.

- 19) Describe any background checks that you require of employees and prospective employees.

How do you vet those personnel that might have access to sensitive NJPA member information?

SimplexGrinnell and TycoIFS complete pre-employment background checks and monitors driving records of all personnel who operate vehicles for company business at least annually. Selective employees are cleared by government agencies to work with sensitive data. Our technicians follow guidelines provided by our Manager of Industrial Security Compliance.

- 20) Articulate your process for screening and hiring contractor candidates.

Our organization completes pre-employment background checks and monitors driving records of all personnel who operate vehicles for company business.

- 21) What term better describes your company: national or regional? Please explain.

SimplexGrinnell and TycoIFS are national companies. We own and operate over 150 offices throughout North America.

- 22) Describe the methods that you use to monitor and conform to prevailing wage rate requirements throughout the U.S.

We employ a prevailing wage group in Westminster, MA. This group checks each service related project for prevailing wage requirements prior to the contract commencing. On the contracting side, a mandatory prevailing wage drop-down box must be implemented by the sales representative when the order is entered. Each project also gets flagged if it is going to be located in a prevailing wage state. SimplexGrinnell is extremely proactive on prevailing wage and compliance in general.

23) What reporting methods will you use to provide NJPA details on the service provided to our member agencies?

Our organization is capable of continuing to provide consolidated activity reports to NJPA detailing the specific services SimplexGrinnell and TycoIFS have provided to NJPA members within a specified time period. Reports can be segmented by state, region, life safety system, type of business, or any other parameter set by NJPA. Reports can be provided electronically in Excel, Word, or Adobe PDF to a specific individual or individuals designated by NJPA. We can also provide NJPA with access to our Customer Portal to access reports online. Finally, our organization can provide hard copy reports to NJPA at your request.

Tyco will also continue to provide installation, testing, inspection and service reports to NJPA's members. Reports will be provided to each member by the local company office providing support. We will also continue to provide NJPA members with access to the Customer Portal to provide 24/7/365 access to online reports.

24) What is your average response time for both routine and urgent agency requests?

The average response time for routine and urgent agency requests from NJPA's members will continue to be contingent on the type of request: Service or Installation, Emergency or Routine. Average service response times are consistent across the United States and Canada, including Alaska and Hawaii. Individual service response times may vary by company location, according to that location's distance from the specific NJPA member requiring service, for example, an NJPA member in New York City may experience a faster service response time from the New York City district office, which is centrally located in Midtown Manhattan, than an NJPA member in Santa Fe, New Mexico, where the nearest location, Albuquerque, New Mexico is just over an hour away.

Service Response Times

EMERGENCY CALL System/unit is not operational and backup system/unit is not available. Life safety and property protection is non-existent or property assets are in imminent danger of significant damage.

- Technician will be dispatched within 3 hours, unless a different time frame is required by applicable law

PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit integrity.

- Technician will be on site within 24 hours

THREE DAY SERVICE CALL System/unit is operational; general repair is required.

- Technician will be on site within three(3) business days

SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service work.

- Technician will be on site within fourteen (14) calendar days

Installation Response Times

Both SimplexGrinnell and TycoIFS will respond to new equipment installations and upgrade requests according to the deadline set by the NJPA member placing the request. Each local office has the ability to procure manpower, project management, design, and equipment resources from across the Continent to support urgent installations and upgrades.

25) How do you remain ahead of current trends regarding products and technology?

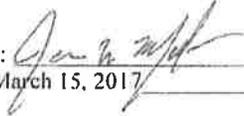
Our organization is dedicated to identifying, developing, and implementing new products and technologies, including service delivery technologies, in support of our clients. In 2015, Tyco International invested \$212,000,000 in research and development. In Fiscal Year 2016, JCI, with whom Tyco merged on September 6, 2016, invested \$316,000,000 in research and development. Individually as wholly-owned subsidiaries, SimplexGrinnell and TycoIFS continually review new and emerging technologies to identify how they will fit into our existing business model to the benefit of our clients. Our Sales Engineering team attends trade shows and industry conferences, performs research, maintains contact with industry leaders and suppliers, and uses our voice of the customer program to determine customer needs and develop the appropriate programs and products. One example of this is our Customer Portal, which was developed in response to client requests for online reporting and service request functionality. Another is our Electronic Information Reporting System (EIR). EIR was developed in response to emerging trends in cloud technology and the use of smartphones and tablets to access real-time inspection data. Tyco Fire Protection Product's engineering and new product development teams work directly with our local district offices to identify current and upcoming trends in life alarm and life safety technology and develop new products to meet our customer's anticipated demands.

26) Clearly describe your rate structure, and demonstrate how NJPA members can effectively determine their cost for your proposed solutions.

We will provide NJPA clients with our standard national account labor rates that are on average 10% discount from local district rates.

27) How do you ensure that your prices are competitive?

Our company continually performs market reviews to determine the average of what the products and services we offer are being priced at throughout the National and Local marketplace. Pricing data for individual products and services, including labor rates and equipment markup percentages, is gathered from a wide array of sources and compared, on an individual and aggregate basis, to SimplexGrinnell and TycoIFS' current pricing models. Prices are then adjusted to ensure we remain competitive in the marketplace.

Signature:  James W. Madson, Vice President of Strategic Sales

Date: March 15, 2017

RIDER FOR NAME CHANGE TO JOHNSON CONTROLS FIRE PROTECTION LP

THIS RIDER FOR NAME CHANGE TO JOHNSON CONTROLS FIRE PROTECTION LP ("Rider") effective as of **12/17/2017** ("Effective Date") entered into by and between **Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)** ("Johnson Controls") and **National Joint Powers Alliance** ("Customer") is incorporated into and made part of the Agreement by and between Johnson Controls and Customer (the "Agreement"). Hereinafter Johnson Controls and Customer may be referred to individually as a "party" or collectively as the "parties."

1. The parties hereby acknowledge that on January 25, 2016, Tyco International Plc., SimplexGrinnell LP's ("SimplexGrinnell") ultimate indirect parent, and Johnson Controls, Inc. publicly announced its plan to merge the combined companies to form Johnson Controls, Plc. As part of the reorganization, Simplex Grinnell's name was changed to Johnson Controls Fire Protection LP. Notwithstanding the foregoing, Johnson Controls' obligations to the Customer under the Agreement are not affected by the merger and/or name change and neither activity shall be considered an assignment for purposes of the Agreement.

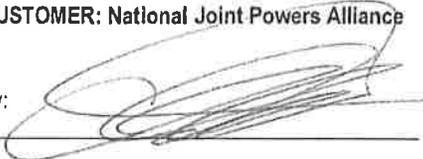
2. Johnson Controls and Customer hereby agree that all references to "SimplexGrinnell" under the Agreement are hereby modified to read Johnson Controls Fire Protection LP or Johnson Controls.

3. The parties hereto mutually agree that the Agreement, of which this Rider is made a part, is and shall be and remain in full force and effect in accordance with all of the terms and conditions thereof, modified only as specifically provided in this Rider. If a conflict or inconsistency exists between the terms and conditions of the Agreement and this Rider, then the terms and conditions of this Rider shall prevail. This Rider may be signed in one or more counterparts, which taken together shall constitute the same Rider, as of the day and year first above written.

CUSTOMER: National Joint Powers Alliance

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____



Its Authorized Representative

By: _____

Thomas L Staves

Its Authorized Representative

Name

Printed: Chad Coquette

Name

Printed: Thomas Staves

Title: Executive Director / CEO

Title: National Manager, Cooperative Contracts



**3. RESOLUTION NO. - AWARD OF CONTRACT NO.
40035 TO GRATING PACIFIC, INC. FOR PURCHASE OF
WELDED BAR GRATING MATERIALS**



DATE: APRIL 16, 2024

FROM: CONSTRUCTION AND MAINTENANCE DIVISION

SUBJECT: RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 40035
TO GRATING PACIFIC, INC. FOR PURCHASE OF WELDED BAR
GRATING MATERIALS

SUMMARY:

Staff requests approval of Contract No. 40035 with Grating Pacific, Inc. (Los Alamitos, California). This one-time Purchase Order will provide for the purchase of welded bar grating materials in the amount of \$520,321. The City of Los Angeles Harbor Department (Harbor Department) will be financially responsible for the payment of expenses incurred under the proposed Contract.

RECOMMENDATION:

It is recommended, that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) and Article III Class 2(2) of the Los Angeles City CEQA Guidelines;
2. Find that in accordance with Los Angeles City Charter Section 1022, work under the subject contract can be performed more feasibly by independent contractors than by City employees;
3. Approve Contract No. 40035 with Grating Pacific, Inc. for the purchase of grating materials in the amount of \$520,321;
4. Authorize the Executive Director to execute and the Board Secretary to attest to Contract No. 40035 for and on behalf of the Board; and
5. Adopt Resolution No. _____.

DISCUSSION:

Background/Context – The Badger Avenue Bridge is a vital rail transportation link serving Terminal Island. All existing grating on Badger Avenue Bridge needs replacement as it has never been replaced since its construction in 1986. The trains traversing the bridge cause vibration that deteriorates the grating over time. The grating is the walkway that is used to access all areas of the bridge. Ensuring that the grating is in good condition is a

DATE: APRIL 16, 2024

PAGE 2 OF 3

SUBJECT: AWARD OF CONTRACT NO. 40035 TO GRATING PACIFIC, INC.

main priority for workplace safety when in use to service the bridge and rails. The Engineering Division has recommended the grating be replaced.

The replacement of welded bar grating for the Badger Avenue Grating Replacement project will be provided by Grating Pacific, Inc. The project scope includes replacing all the grating on Badger Avenue Bridge. The Harbor Department requests approval of the Purchase Order for the purchase of these materials in order to maintain the operational integrity of the Badger Avenue Bridge.

Selection Process – The Contracts & Purchasing Division (C&P) issued a purchase requisition for the welded bar grating materials on January 18, 2024. C&P released Request for Bids (RFB) No. F-1193 on February 27, 2024. The RFB was advertised in the City of Los Angeles Regional Alliance Marketplace for Procurement (RAMPLA) and the Port of Los Angeles website.

Per statistics on RAMPLA, the bid was viewed by 21 unique companies (Transmittal 1). The bid document was downloaded by 18 unique companies (Transmittal 2). One (1) vendor submitted a bid for this contract opportunity. Grating Pacific, Inc. was the only responsive bidder in the amount of \$475,179 excluding taxes. Staff has estimated taxes to be \$45,142 for a total contract amount of \$520,321, including applicable taxes. Staff is recommending approval of the award of Contract No. 40035 (Transmittal 3) to Grating Pacific, Inc.

ENVIRONMENTAL ASSESSMENT:

The proposed action is approval of Contract No. 40035 for the purchase of welded bar grating materials for the Badger Avenue Bridge, which is an administrative activity involving the replacement of a structure with a new structure of substantially the same size, purpose, and capacity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements CEQA in accordance with Article II Section 2(f) and Article III Class 2(2) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed one-time purchase order authorizes the purchase of welded bar grating materials in the amount of \$520,321 in Fiscal Year (FY) 2023/2024.

FY 2023/2024 funding in the amount of \$520,321 is available within Account 55010 (Parts & Materials), Center 1002, Program 000.

DATE: APRIL 16, 2024

PAGE 3 OF 3

SUBJECT: AWARD OF CONTRACT NO. 40035 TO GRATING PACIFIC, INC.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved proposed Contract No. 40035 as to form and legality.

TRANSMITTALS:

1. Opportunity Views by Account
2. Opportunity Downloads by Account
3. Contract No. 40035

FIS Approval: MB
CA Approval: JC



TIM CLARK
Director of Port Construction & Maintenance



DINA ARYAN-ZAHLAN, P.E.
Deputy Executive Director
Development

APPROVED:

Marla Bleavins For

EUGENE SEROKA
Executive Director

Author: J. Castro

Transmittal 1

Opportunity Views by Account

As of 2024-03-28 09:35:23 Pacific Standard Time/PST • Generated by Beatriz Herrera

Filtered By

Show: All opportunities

Opportunity Status: Any

Probability: All

Type equals View

Opportunity ID equals 0066g00003h0U6L

Contact: Account Name ↑	Contact: Email ↑	Opportunity Tracking: Created Date	Total Unique Accounts	Total Unique Users
ABC Development Corporation dba ABCO Trading Company dba ABCO Construction Management Advanced Fabrication	abcocm@aol.com robert@advfab.net	2/28/2024		
		2/27/2024		
		2/27/2024		
		2/27/2024		
		2/27/2024		
alisha pvt ltd	jonsonandew@gmail.com	2/27/2024		
		2/28/2024		
		2/28/2024		
		2/28/2024		
		2/29/2024		
		3/1/2024		
		3/1/2024		
		3/1/2024		
		3/2/2024		
		3/3/2024		
		3/3/2024		
		3/4/2024		
		3/4/2024		
		3/4/2024		
		3/5/2024		
Anzelc Welding & Fabricating, Inc. Bidnet	matt@anzelcwelding.com gbs@bidnet.com	2/28/2024		
		2/28/2024		
		3/12/2024		
		3/19/2024		
Deltek	sourcemanagement@deltek.com	2/28/2024		
		2/28/2024		
		2/29/2024		
		3/1/2024		
		3/4/2024		
		3/5/2024		
		3/8/2024		
		3/8/2024		
		3/11/2024		
		3/12/2024		
		3/13/2024		
		3/14/2024		
		3/15/2024		
		3/18/2024		
		3/18/2024		
		3/20/2024		
		3/21/2024		
		3/22/2024		
3/25/2024				
3/26/2024				
Dodge Data & Analytics	jayalakshmil@construction.com	2/29/2024		

		3/11/2024		
		3/28/2024		
ELITETEX,LLC	program@governmentbuy.com	2/27/2024		
Elite Textile Trading LLC	elite@elitetex.us	2/28/2024		
Engineered Concepts	neil@ecmfi.com	3/13/2024		
Jilk Heavy Construction, Inc.	jeremiah@jilkhc.com	3/15/2024		
kern County Builders Exchange	kcbex@kcbex.com	3/12/2024		
		3/12/2024		
		3/18/2024		
Law Offices of Glenn Ward Calsada	glenn@calsadalaw.com	3/5/2024		
Lotus USA, Inc	madhu@lotususainc.com	2/28/2024		
		3/7/2024		
North America Procurement Council Inc., PBC	sourcemanagement@napc.me	2/27/2024		
		2/27/2024		
		3/4/2024		
		3/6/2024		
		3/8/2024		
		3/11/2024		
		3/12/2024		
		3/13/2024		
		3/14/2024		
		3/16/2024		
		3/18/2024		
		3/19/2024		
		3/20/2024		
		3/21/2024		
		3/25/2024		
		3/26/2024		
Northwest Pacific Corp	nwpacificcorp@gmail.com	3/8/2024		
Phoenix Metal Products, Inc.	andrew@phoenixmetalproducts.com	2/29/2024		
		3/27/2024		
PMR Associates Welding & Fabrication Inc	pmrweldandfab3@gmail.com	2/28/2024		
		3/1/2024		
PWXPress	bids@pwxpress.com	2/29/2024		
sadfdsa	ewingm66@gmail.com	2/28/2024		
		2/29/2024		
		3/7/2024		
		3/10/2024		
		3/21/2024		
Steel Exchange Incorporated	eallen@steelexchangeinc.com	2/27/2024		
		2/28/2024		
Total	Count	86	21	21

Transmittal 2

Opportunity Downloads by Account

As of 2024-03-28 09:36:09 Pacific Standard Time/PST • Generated by Beatriz Herrera

Filtered By
 Show: All opportunities
 Opportunity Status: Any
 Probability: All
 Type equals Document Download
 Opportunity ID equals 0066g00003h0U6L

Contact: Account Name ↑	Contact: Email ↑	Opportunity Tracking: Created Date	Document Name	Total Unique Accounts	Total Unique Users
ABCO Development Corporation dba ABCO Trading Company dba ABCO Construction Management	abccom@aol.com	2/28/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/28/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
Advanced Fabrication	robert@advfab.net	2/27/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/27/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		2/27/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		2/27/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
Anzels Welding & Fabricating, Inc.	matt@anzelwelding.com	2/28/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
Bidnet	gbs@bidnet.com	2/28/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/28/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		2/28/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		3/12/2024	F-1193 Bid Addendum No. 1 - Revised Bid Opening Date and Line-Item Spec. Clarifications		
		3/19/2024	F-1193 Bid Addendum No. 2 - Revised Bid Opening Date and Correction to Line Item No. 1 Square Footage		
Deltek	sourcemanagement@deltek.com	2/28/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/28/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		2/28/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		3/8/2024	F-1193 Bid Addendum No. 1 - Revised Bid Opening Date and Line-Item Spec. Clarifications		
		3/18/2024	F-1193 Bid Addendum No. 2 - Revised Bid Opening Date and Correction to Line Item No. 1 Square Footage		
Dodge Data & Analytics	jayalakshmi@construction.com	2/29/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		2/29/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/29/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		3/11/2024	F-1193 Bid Addendum No. 1 - Revised Bid Opening Date and Line-Item Spec. Clarifications		
ELITETEX,LLC	program@governmentbuy.com	2/27/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		2/27/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
Elite Textile Trading LLC	elite@elitetex.us	2/28/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		2/28/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
Engineered Concepts	neil@ecmf.com	3/13/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		3/13/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
Jilk Heavy Construction, Inc.	jeremiah@jilkhc.com	3/15/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		3/15/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
kern County Builders Exchange	kcbex@kcbex.com	3/12/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		3/12/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		3/12/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		3/12/2024	F-1193 Bid Addendum No. 1 - Revised Bid Opening Date and Line-Item Spec. Clarifications		
		3/12/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
Lotus USA, Inc	madhu@lotususa.com	3/7/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		3/7/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
North America Procurement Council Inc., PBC	sourcemanagement@napc.me	2/27/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/27/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		2/27/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		3/8/2024	F-1193 Bid Addendum No. 1 - Revised Bid Opening Date and Line-Item Spec. Clarifications		
		3/18/2024	F-1193 Bid Addendum No. 2 - Revised Bid Opening Date and Correction to Line Item No. 1 Square Footage		
Northwest Pacific Corp	nwpacificcorp@gmail.com	3/8/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		3/8/2024	F-1193 Bid Addendum No. 1 - Revised Bid Opening Date and Line-Item Spec. Clarifications		
		3/8/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
Phoenix Metal Products, Inc.	andrew@phoenixmetalproducts.com	2/29/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/29/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
PMR Associates Welding & Fabrication Inc	pmrweldandfab3@gmail.com	2/28/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/28/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		3/1/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		3/1/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		3/1/2024	F-1193 Attachment B - RFB F1193-LBE Program		
PWXPress	bids@pwxpress.com	2/29/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/29/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		2/29/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
Steel Exchange Incorporated	eallen@steelexchangeinc.com	2/27/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		2/27/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/27/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
		2/27/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		2/28/2024	F-1193 Attachment B - RFB F1193-LBE Program		
		2/28/2024	Formal Bid F-1193_One-time Purchase Order_Welded Bar Gratings for Badger Avenue Bridge		
		2/28/2024	F-1193 Attachment A - Drawing 1-1991 S-1		
Total		Count	61	18	18

Transmittal 3

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

BID NO. F-1193 Page 1
Show this number on envelope

Contract No. 40035

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: LOS ALAMITOS, CA ON THE 18 DAY OF MARCH, 2024
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name GRATING PACIFIC, INC.
Phone 562-598-4314 Fax 562-598-2740
Address 3651 SAUSALITO ST. LOS ALAMITOS, CA 90720
Street City State Zip

[Signature] BRETT ROBERTSON ASSISTANT SECRETARY
Signature Printed Name Printed Title
[Signature] MATT ROBERTSON PRESIDENT
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.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 202 <u>4</u> Notary Seal _____ Signature _____	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department Date _____	Approved as to form and legality <u>MARCH 27</u> , 202 <u>4</u> City Attorney By <u>[Signature]</u> Deputy
---	---	---

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

NO. F-1193
(SHOW THIS NUMBER ON ENVELOPE)

<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></p> <p style="text-align: center;">7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE</p> <p>11:00 A.M</p> <p>March 13, 2024</p>
<p>Buyer: Danielle Nappi, Procurement Analyst (310) 732-3890</p>	

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".
AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD.

WELDED BAR GRATINGS FOR BADGER AVENUE BRIDGE

This Request for Bid is requested for the ONE-TIME PURCHASE ORDER requirements of the Los Angeles Harbor Department for: "**WELDED BAR GRATINGS FOR BADGER AVENUE BRIDGE**" to be furnished and delivered as may be required from the effective date of this agreement.

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

DELIVERY TO: Contracts & Purchasing Warehouse, 500 Pier A Street, Wilmington, CA 90744

ITEMIZED PRODUCT INFORMATION AND PRICING DETAILS:

Line	Unit	Qty.	Description	Unit Price	Extended Price
1.	Lot	1	Welded Bar Grating, Main Bridge. Size: 1-3/4" x 3/16" (approximately 11,750 sq. ft.)	\$ 33.94	\$ 398,795
2.	Lot	1	Welded Bar Grating, Transition to Bridge House Size: 2" x 3/16" (approximately 200 sq. ft.)	\$49.60	\$ 9,920
3.	Lot	1	Welded Bar Grating, Upper Level Machine House Size: 2-3.4"x 3/16" (approximately 1,225 sq. ft.)	\$ 54.30	\$66,517.50

REQ. NO.: E-24-3015/91566 NOTIFY: I. Palma	STATE TIME OF DELIVERY: <u>50</u> DAYS AFTER RECEIPT OF ORDER. TERMS <u>1/2</u> % DISCOUNT FOR PAYMENT WITHIN <u>10</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.
---	---

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1193
(SHOW THIS NUMBER ON ENVELOPE)

ATTACHMENTS:

- a.) Drawing No. L-1991 S-L
- b.) Local Business Preference Program Affidavit

BIDDERS INSTRUCTIONS

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

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

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

ADDENDUMS. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los 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(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

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

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1193
(SHOW THIS NUMBER ON ENVELOPE)

VENDOR CONTACT INFORMATION

Contact Person: BRYAN MILLER

Title: SALES MGR

Telephone No.: 562-598-4314

Fax No.: 562-598-2740

E-Mail Address: BMILLER@GRATINGPACIFIC.COM

24 Hour Contact No.: _____

CONTRACTUAL TERMS SECTION

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

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.

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

Yes: WR 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.

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): 1 YEAR

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
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NO. F-1193
(SHOW THIS NUMBER ON ENVELOPE)

MATERIAL, EQUIPMENT, SERVICE

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

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

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

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

BUSINESS HOURS: Vendor to indicate business hours:

Monday-Friday: _____ 7 _____ A.M. to _____ 5 _____ P.M.

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

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

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.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable

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.

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
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NO. F-1193
(SHOW THIS NUMBER ON ENVELOPE)

DELIVERY

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

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

NOTIFICATION. The vendor shall notify Ken Reeser, in office at (310) 732-3583 or via mobile at (424) 703-9788 of the Los Angeles Harbor Department Construction & Maintenance Capital Projects Division at not less than three (3) days in advance that the equipment is ready for delivery to confirm delivery point.

FINANCIAL TERMS

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: 95-2670242

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.

TIME AND MATERIALS WITH NO FIXED FEE. All invoices with payments for time and materials must be supported by time sheets.

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.

THERE IS A CALIFORNIA STATE TAX WITHHOLDING REQUIREMENT FOR OUT-OF-STATE VENDORS. IF THE W-9 FORM INDICATES AN ADDRESS OUTSIDE OF CALIFORNIA, A TAX WITHHOLDING FORM SHALL BE REQUIRED.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1193

(SHOW THIS NUMBER ON ENVELOPE)

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: _____(if applicable).

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: GRATING PACIFIC, INC

ADDRESS: 3651 SAUSALITO ST.

LOS ALAMITOS, CA 90720

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

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.

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

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

The Harbor Department defines a LBE as:

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
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NO. F-1193

(SHOW THIS NUMBER ON ENVELOPE)

- (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, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE). It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are 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.

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.

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(SHOW THIS NUMBER ON ENVELOPE)

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.

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: 39535 (required)

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,

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customers, regulatory agencies, and neighboring communities.

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

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:

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1193

(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, 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.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

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

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

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

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

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

NO. F-1193

(SHOW THIS NUMBER ON ENVELOPE)

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

No. 285 Rev. 07/15-116



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

Eric Garcetti *Mayor, City of Los Angeles*

Board of Harbor
Commissioners

Jaime L. Lee
President

Edward R. Renwick
Vice President

Diane L. Middleton
Commissioner

Lucia Moreno-Linares
Commissioner

Anthony Pirozzi, Jr.
Commissioner

Eugene D. Seroka

Executive Director

DATE: March 07, 2024

BID ADDENDUM #1, Bid No. F-1193 – New Bid Opening Date and Line-Item Specification Clarifications: “Welded Bar Gratings for Badger Avenue Bridge”

ORIGINAL BID OPENING DATE: Wednesday, March 13, 2024, 11 a.m.

NEW BID OPENING DATE: Wednesday, March 20, 2024, 11 a.m.

Clarification to Line-Item Specifications:

Line-Item 1: *Badger Ave Bridge*****

WELDED BAR GRATING

Material: Carbon Steel

Grating Type: 19-W-4

Main Bar Spacing: 1 3/16" on center.

Cross Bar Spacing: 4"

Surface: Serrated

Ends: Banded

Attachment: 1/4" riser bard with holes for bolting to structure.

Finish: Hot dip galvanized.

Lower Level Bearing Bar size: 1 3/4" x 3/16" (based on 7' clear span)

Based on approx. 200 sq. ft. (field measurement)

Line-Item 2: *Transition to Bridge House*****

WELDED BAR GRATING

Material: Carbon Steel

Grating Type: 19-W-4

Main Bar Spacing: 1 3/16" on center.

Cross Bar Spacing: 4"

Surface: Serrated.

Ends: Banded.

Attachment: Saddle Clips.

Finish: Hot dipped galvanized.

Transition to Bridge House Level Bearing Bar size: 2" x 3/16"

Based on approx. 200 sq. ft. (field measurement)

Line-Item 3: *Upper-Level Machine House*****

WELDED BAR GRATING

Material: Carbon Steel

Grating Type: 19-W-4

Main Bar Spacing: 1 3/16' on center.

Cross Bar Spacing: 4"

Surface: Serrated.

Ends: Banded

Attachment: Saddle Clips.

Finish: Hot dip galvanized.

Upper level at each side of the Machine House Bearing bar size: 2 3/4" x 3/16".

Based on approx. 1,225 sq. ft (field measurement)

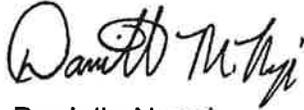
Note: All manufacturing/fabrication tolerances to be in accordance with NAAMM Standards.

All other specifications, terms, and conditions shall remain the same.

QUESTIONS, BUYER: Danielle Nappi, (310) 732-3890.

Please attach this addendum to your bid.

Regards,



Danielle Nappi
Procurement Analyst



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

Eric Garcetti Mayor, City of Los Angeles

Board of Harbor Commissioners

Jaime L. Lee President

Edward R. Renwick Vice President

Diane L. Middleton Commissioner

Lucia Moreno-Linares Commissioner

Anthony Pirozzi, Jr. Commissioner

Eugene D. Seroka

Executive Director

DATE: March 18, 2024

BID ADDENDUM #2, Bid No. F-1193 – New Bid Opening Date and Line-Item #1 Square Footage Correction: “Welded Bar Gratings for Badger Avenue Bridge”

ORIGINAL BID OPENING DATE: Wednesday, March 13, 2024, 11 a.m.

NEW BID OPENING DATE: Wednesday, March 20, 2024, 11 a.m.

NEW BID OPENING DATE: Wednesday, March 27, 2024, 11 a.m.

Correction to Line-Item #1 Square Footage Measurement:

Line-Item 1: *Badger Ave Bridge*****

Based on approx. 200 sq. ft. (field measurement)

Based on approx. 11,750 sq. ft. (field measurement)

All other specifications, terms, and conditions shall remain the same.

QUESTIONS, BUYER: Danielle Nappi, (310) 732-3890.

Please attach all issued addendums to your bid.

Regards,

Danielle Nappi
Procurement Analyst

**4. RESOLUTION NO. - APPROVAL OF WRITE-OFF OF
\$5,852,838 IN VARIOUS UNCOLLECTIBLE ACCOUNTS**



**THE PORT
OF LOS ANGELES**

Executive Director's
Report to the
Board of Harbor Commissioners

DATE: APRIL 17, 2024

FROM: ACCOUNTING

**SUBJECT: RESOLUTION NO. _____ - APPROVAL OF WRITE-OFF OF
\$5,852,838 IN VARIOUS UNCOLLECTIBLE RECEIVABLES**

SUMMARY:

Staff requests approval of the write-off of uncollectible receivables in accordance with US Generally Accepted Accounting Principles (US GAAP). The total amount of the proposed write-off is \$5,852,838.21 which consists of 88 items in various permits and lease agreements. These receivables are deemed uncollectible due to settlement agreements with tenants, business closure and/or bankruptcy, or statute of limitation. It is recommended for best practices to periodically review aged delinquent receivables and perform write-offs of uncollectible receivables to ensure that accounts receivable and related allowance balances are properly managed and recorded.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f), of the Los Angeles City CEQA Guidelines;
2. Approve the write-off of \$5,852,838.21 in unpaid rent, dockage, accommodation work order, utilities, and penalty charges to be written-off from the accounts noted within Transmittal 1, in accordance with the Harbor Department's financial policies; and
3. Adopt Resolution No. _____.

DISCUSSION:

Background/Context – The receivables requested for write-off are deemed uncollectible for the following reasons: (i) the balance resulted from a settlement agreement; (ii) the ability to collect is no longer within the Harbor Department's statutory authority; (iii) the company is out of business or bankruptcy has been filed.

A comprehensive list of receivables proposed write-off has been attached within Transmittal 1. The largest sum proposed for write-off is for BNSF Railway Company (BNSF) - the Southern California International Gateway (SCIG) Facility in the amount of \$3,090,698.44, representing 52.8% of total write-offs. In May 2013, the Port signed a Site

SUBJECT: WRITE-OFF OF UNCOLLECTIBLE RECEIVABLES

Preparation and Access Agreement (SPAA) #13-3121 with BNSF Railway Company for developing SCIG facility near-dock intermodal rail project. While license fees were billed in an aggregate amount of \$29,963,990.44, BNSF's obligation to pay them was tolled once litigation commenced, pursuant to the terms of the SPAA. During this period of tolling, the SPAA was set aside, i.e., invalidated, by court order. Once the SPAA was set aside, the amount of license fees invoiced to BNSF was compared to the amount of rent collected by BNSF from subtenants operating at the proposed SCIG premises while the SPAA was being litigated. The subtenant rents collected by BNSF from the effective date of the SPAA up to the set-aside date have been paid to the Harbor Department, in the amount of \$26,873,292.00. Therefore, the remaining balance of \$3,090,698.44 has been deemed uncollectible.

As of December 31, 2023, total accounts receivable were \$32.4 million, of which \$21.8 million, or 67.3% were current and \$10.6 million, or 32.7% were past due (i.e., 1+ days beyond the due date). As summarized in the table below, the percentage of accounts receivable classified as past due as of December 31, 2023, were below the average figure observed over the past three years.

\$ in millions, unless otherwise stated	Amount as of 12/31/2023	Common Size % As of 12/31/2023	3-Year Average
Current Accounts	\$21.8	67.3%	59.3%
Plus: Past Due Accounts	\$10.6	32.7%	40.7%
Equals: Total Accounts Receivable	\$32.4	100.0%	100.0%

The proposed write-off of \$5,852,838.21 represents approximately 55% of the \$10.6 million in past due accounts as of December 31, 2023. Write-off of the recommended accounts receivable will reduce the amount of past due accounts to approximately \$4.7 million, as summarized in the table below:

\$ in millions, unless otherwise stated	Amount as of 12/31/2023	Less: Proposed Write-Offs	Equals: Amount, after Write-Offs	Common Size %, after Write-Offs
Current Accounts	\$21.8	\$-	\$21.8	82.1%
Plus: Past Due Accounts	\$10.6	(\$5.9)	\$4.7	17.9%
Equals: Total	\$32.4	(\$5.9)	\$26.5	100.0%

The Harbor Department estimates an allowance for doubtful accounts based on a formula that takes into consideration the aging of receivables and past collection statistical trends. As of June 30, 2023, the allowance for doubtful accounts stands at approximately \$8.5 million.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval to write-off delinquent invoices for land and space assignment rents, dockage, accommodation work orders, utilities, and penalties unpaid, which is an administrative exemption. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

DATE: APRIL 17, 2024

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SUBJECT: WRITE-OFF OF UNCOLLECTIBLE RECEIVABLES

FINANCIAL IMPACT:

Approval of the proposed action will result in a write-off of \$5,852,838.21 of accounts receivable which are currently past due. As of December 31, 2023, the Harbor Department maintains an \$8,500,000 allowance for doubtful accounts. This allowance sufficiently covers the proposed \$5,852,838.21 write-off; therefore, staff does not anticipate incurring additional bad debt expenses in Fiscal Year 2023/2024 beyond its customary annual provision for an allowance for doubtful accounts.

It is worth noting that the annual provision for doubtful accounts is dependent upon the level of delinquent accounts at any given time, and the proportionate amounts of past-due accounts comprising overall accounts receivable will continue to be monitored. In the event a budgetary adjustment to set aside a provision to replenish the allowance is necessary, it will be submitted to the Board for approval under a separate action.

CITY ATTORNEY:

The Office of the City Attorney concurs that efforts to collect money due the Harbor Department would be disproportionately costly relative to the probable outcome of the collection efforts and that it is otherwise in the City's best interest to write off the subject accounts. Although the Office of the City Attorney pursued cost recovery for environmental cleanup from insurers that issued liability policies to Colonial Yacht, San Pedro Boat Works and Wilmington Marine Service, such policies do not cover rent or penalties for unpaid rent.

TRANSMITTALS:

1. Uncollectible Receivables Proposed for Write-off
2. Write-off of Uncollectible Receivables Presentation

FIS Approval: *MB* (initials)
 CA Approval: *JC* (initials)

Frank Liu
 Digitally signed by Frank Liu
 Date: 2024.04.18 11:11:14 -07'00'
 FRANK LIU
 Director of Accounting

Marla Bleavins
 Marla Bleavins
 de=pcia, de=ahd, ou=HQ, ou=EXECOFFICE, ou=Users, ou=Emp, cn=Marla Bleavins, email=Marla.Bleavins@ports.org
 2024.04.18 11:34:53 -07'00'
 MARLA BLEAVINS
 Deputy Executive Director and
 Chief Financial Officer

APPROVED:

Mark Bleavins
 FOR
 EUGENE D. SEROKA
 Executive Director

MB:FL:lh

Transmittal 1

UNCOLLECTIBLE RECEIVABLES PROPOSED FOR WRITE-OFF

TRANSMITTAL 1

Item No.	Customer Name	Account No.	Proposed Write-off Amount	Period Covered	Billing Details
1	BNSF Railway Company - SCIG Facility	0551D01	3,090,698.44	May 2013 - Sept 2018	License fees under SPAA 13-3121
2	Colonial Yacht	0915 01	490,330.53	Jan 2010 - Mar 2012	Permit 800. Rent Jan 2010 - Mar 2012; Penalties Oct 2010 - Sept 2011
3	Refiners Marketing	5135 01	457,680.41	Oct 1994 - Sept 1995	Revocable Permit 92-47. Rent Oct 1994 - Sept 1995; Penalties Sept 1994 - Feb 1995
4	Rio Doce Pasha	5211 01	293,739.60	2012	Initial Dispute Date: Dec 2012
5	Wilmington Marine	6755 01	262,380.39	Aug 2010 - Mar 2013	Revocable Permit 93-21. Rent Feb 2011 - Mar 2013; Penalties Aug 2010 - Aug 2012
6	Royal Barge & Tug Co.	5291 01	223,470.57	Feb 1996 - May 2000	General Permit 77-1996. Dockage Feb 1996 - May 2000; Penalties Feb 1996 - Nov 1998; Accommodation Work Orders/Utilities Oct 1996 - Jun 1997
7	San Pedro Boat Works	5380 01	173,206.60	Aug 2001 - Jun 2003	Revocable Permit 1737 & Nonexclusive Berth Assignment 01-13 Supplemental 1. Rent Oct 2001 - Jun 2003; Utilities Aug 2001 - May 2003; Penalties Nov 2001 - Dec 2002
8	Pacific Coast Maritime Agencies	4827 01	115,197.12	July - Nov 2017	Pilotage and Dockage
9	Cobos Transportation Express, Inc.	0885 01	94,287.20	Nov 2011 - Jan 2012	Clean Truck fees
10	Southern Cal Seafood	5763 01	92,325.97	Aug 2020 - Apr 2021	Rent P889
11	Meyer Trucking, Inc.	4356C02	70,333.34	Jun 2011 - Feb 2012	Clean Truck fees
12	Long Beach Container Transport	3858 01	58,155.29	Apr 2021 - Jun 2021	Rent RP07-06
13	Hill Transport, Inc.	4356O02	53,488.60	May 2012	Clean Truck fees
14	Chae Won Park and Su Ja Park	4925A01	27,790.20	Apr 2020 - Nov 2021	P912. Rent for the operation and maintenance of a tenant structure.
15	Michael's Transportation, Inc.	4356P02	22,773.86	Nov 2011	Clean Truck fees
16	Ace Roll Off Rubbish Service	0012 01	13,671.60	Feb 2006 - Apr 2009	RP 01-04. Rent February 2006 - December 2006 and July 2007 - August 2007; Penalties December 2005 - April 2009.
17	Ports O'Call Restaurant Corp	5058 01	11,019.20	Jan 2007 - Dec 2011	Bill resulted from Financial Audit. Lease Agreements 305-2 and 305-3
18	Diana Mercado	4454 01	10,848.79	Mar 2015	Repairs for Waterfront sign
19	Hanjin Shipping Co., LTD	1776 01	7,051.00	Aug 2016	Pilotage and Penalties
20	Angel Perez dba Cars N Stuff	0164 01	6,781.12	Mar 2017	Rent RP 13-18, Space P-17 located at Ports O'Call Village. Retail sales of sports items, music, jewelry, collectibles, and clothing.
21	Harbor Recycling Corp.	1855 01	6,121.58	May 2012 - July 2012	Teup 1301 Rent. Storage of scrap recycling containers
22	Metro Cruise Services	4450D01	5,783.23	Dec 2012	Accommodation Work Order invoice, repair cargo door.
23	Jose and Maria Express, Inc.	4356K02	5,243.46	Nov 2011	Clean Truck fees

Item No.	Customer Name	Account No.	Proposed Write-off Amount	Period Covered	Billing Details
24	Marvell Hill/Diana Bolden	2058 01	4,447.46	Jan 2013	Repairs for damaged POLA vehicle, AWO 280-8186
25	Norton Lilly International, Inc.	4580 01	4,417.56	Dec 2016	Dockage invoice
26	Legacy Logistics	3786 01	3,740.15	Mar 2013	Accommodation Work Order 280-8198. Repaired aluminum gate arm on Port property.
27	Arsenal Trucking, LLC	4356M02	3,520.96	Nov 2011	Clean Truck fees
28	US Lines LLC	6461 01	2,761.05	Dec 2014	Penalties assessed for late payment of pilotage invoices.
29	Carlos Agueroa	0050 01	2,032.17	Oct 2013	Repairs for Damaged Access Gate, October 2013
30	Big G Transportation, Inc.	4356N02	1,498.00	Nov 2011	Clean Truck fees
31	US Department of Homeland Security	6481 01	1,026.68	Apr 2008	Rent RP 98-15
32	Nattie Son dba J.J. Fashions	5712 01	999.51	Jul - Aug 2015	Unpaid rent under RP13-17 which was terminated effective 8/4/15.
33	Gary Owen	4785 01	713.28	Feb 2018	Rent RP 13-04, Parcel W-21A at Ports O'Call Village
34	Isidro's Pioneer Grill	3095 01	555.16	Jul - Dec 2011	VP 117. Permission to operate two catering trucks in Los Angeles Harbor district.
35	Jose Miguel Calvillo dba Calvillo Photos	0593A01	400.42	Jul - Sept 2017	Rent RP 13-19, Space P-13. Rent at Ports O'Call Village. Used for photography and sales, retail sales of jewelry, gifts and assorted misc. items.
36	Rosa E. Reyes	5175 01	87.10	Dec 2017	Concession Fee. VP 128, Ports O'Call.
37	Port Authority Vilagarcia de Arousa	5051 01	25.00	Sep 2014	Carbon Calculator Software
Total - Permits and Leases			\$ 5,618,602.60		

FISHBOAT ACCOUNTS

Item No.	Customer Name	Account No.	Proposed Write-off Amount	Period Covered	Billing Details
38	Dung Van Nguyen	CF2060UZ01	2,308.52	2017-2022	Dockage for fishing vessel, St. Anthony
39	Bob Bertelli	CF7337HP01	1,268.93	2014-2017	Dockage for fishing vessel, Dragon
40	Piero Cicconi	CF9762TK01	904.00	2014-2017	Dockage for fishing vessel, Patrizia C
41	Evgeni Mameev	504605B01	746.24	2015-2016	Dockage for fishing vessel, Linda C
42	Twoll LLC	102126501	712.32	2017-2018	Dockage for fishing vessel, Pacific Dragon
43	Matt Porter	5040 01	748.98	2015-2017	Dockage for fishing vessel, Stroker
44	Anthony Combs	55266301	466.40	2018-2019	Dockage for fishing vessel, Renegade
45	Tomich Brothers Logistics	50963202	381.60	2016	Dockage for fishing vessel, Sea Diamond
46	Nancy Brkic	CF7435UH01	373.12	2015	Dockage for fishing vessel, Cutty Sark II
47	Tung Ph Le	CF5365FM01	343.44	2016-2017	Dockage for fishing vessel, Ms Le
48	Loc Pham	584748A01	326.48	2018-2019	Dockage for fishing vessel, Commander
49	Phillip Ornelas	596713B01	241.68	2015	Dockage for fishing vessel, Gianna
50	Tran Sang Van	CF5735ZG01	267.12	2017-2018	Dockage for fishing vessel, Persitans
51	Christie Doan	531676A01	228.96	2015	Dockage for fishing vessel, Sea View
52	Hoang Lam	95067601	191.80	2017-2018	Dockage for fishing vessel, Jonathan N

Item No.	Customer Name	Account No.	Proposed Write-off Amount	Period Covered	Billing Details
53	John Bateman	54588601	190.80	2018-2019	Dockage for fishing vessel, Margaret O
54	Tri Le	531676B01	152.64	2018 - 2019	Dockage for fishing vessel, Sea View
55	Steven Raby	63970001	148.40	2017	Dockage for fishing vessel, Sea Quest
56	Daily Fresh Seafood	950676AA01	139.92	2019	Dockage for fishing vessel, Jonathan N.
57	Thanh Huu Nguyen	560023A01	118.72	2016	Dockage for fishing vessel, John Peter
58	Pavel Bakhtine	CF4618GW01	114.48	2016-2017	Dockage for fishing vessel, Pharaon E.D.
59	Keith Hoeflinger	CF9568TE01	101.76	2019 - 2020	Dockage for fishing vessel, Exodus
60	Andrew Love	3890 01	93.28	2018	Dockage for fishing vessel, Cutty Sark II
61	Gary Harden	58492801	90.40	2018	Dockage for fishing vessel, Jessica H
62	Salvatore Russo	CF2092VH01	84.80	2018	Dockage for fishing vessel, Rylee Nanette
63	SBA Corp	97154001	69.20	2018	Dockage for fishing vessel, Brian Phelps
64	Toan D. Nguyen	65323901	59.36	2018	Dockage for fishing vessel, Phoenix
65	Meo Nguyen	58704601	55.12	2016	Dockage for fishing vessel, Miss Jacinda
66	Elizabeth Thi Phan	CF2204ST01	50.88	2016	Dockage for fishing vessel, Washington
67	Richard Nguyen	4532 01	46.64	2017	Dockage for fishing vessel, Ken
68	Timothy Mulcahy	618104A01	46.64	2017	Dockage for fishing vessel, Calogera
69	Nicolas Michel	4357 01	42.40	2015	Dockage for fishing vessel, Pacific Viking
Total - Fishboat Accounts			\$ 11,115.03		

SOUTHERN PACIFIC LEASES

Item No.	Customer Name	Account No.	Proposed Write-off Amount	Period Covered	Billing Details
70	Landowner Relations (ExxonMobil)	S013501	97,353.00	1995, 1997-2014	Rent for Southern Pacific Lease #168348
71	GATX	S003801	34,170.00	1997, 1999-2005, 2011, 2013, 2015	Rent for Southern Pacific Lease #199791
72	CALMAT Company	S024702	29,197.00	1997-1998	Rent for Southern Pacific Lease
73	D.W. Soula Comptrollers, District 2 (Texaco Lubricants, now Shell Lubricants)	S056501	14,317.00	1995, 1996, 1998, 2000-2003	Rent for Southern Pacific Lease
74	ConocoPhillips Company	S060601	12,270.00	1995, 1997, 2001	Rent for Southern Pacific Lease
75	SP Lease Audit	S060602	12,706.25	2004	SP Lease Audit
76	S.R. Shermoen SR. (Southern California Edison)	S054501	7,336.33	1995-2001	Rent for Southern Pacific Lease
77	Rights of Way & Claims, (Mobil Oil Corporation)	S037301	4,185.00	1995-2012	Rent for Southern Pacific Lease #145522
78	Pacific Coast Gasoline Company	S045801	2,905.00	1999-2013	Rent for Southern Pacific Lease #069539
79	Goldenwest Refining Company	S020001	1,710.00	1996-2014	Rent for Southern Pacific Lease #207117
80	Watson Energy System, Inc.	S066301	1,575.00	2001	Rent for Southern Pacific Lease
81	Continental Cablevision	S007401	1,472.50	1999-2013	Rent for Southern Pacific Lease #203359

Item No.	Customer Name	Account No.	Proposed Write-off Amount	Period Covered	Billing Details
82	Kinder Morgan Tank Storage Terminals	S018501	1,236.00	1996-2014	Rent for Southern Pacific Lease #174957
83	General Outdoor Advertising Company	S018601	825.00	2006-2014	Rent for Southern Pacific Lease
84	Chemoil Corporation	S007101	760.00	1998-2005	Rent for Southern Pacific Lease
85	Texaco California Pipelines, Inc.	S056301	522.50	2004-2014	Rent for Southern Pacific Lease #008919
86	Mobil Pacific Pipeline Company	S037801	285.00	2000-2014	Rent for Southern Pacific Lease
87	Lomita Gasoline Company	S033701	190.00	1995-2001	Rent for Southern Pacific Lease
88	ConocoPhillips Company	S057001	105.00	2003-2004	Rent for Southern Pacific Lease
Total - Southern Pacific Leases			\$ 223,120.58		
GRAND TOTAL ALL ACCOUNTS			<u>\$ 5,852,838.21</u>		