

# TRANSMITTAL #1

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

BID NO. F-960 Page 1  
Show this number on envelope

Contract No. 39802

### 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" 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: Alhambra CA ON THE 15<sup>th</sup> DAY OF November, 2016  
City, State Date Month Year

### BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name 72 HOUR LLC DBA Chevrolet of Watsonville/National Auto Fleet Group  
Phone (626) 457-5590 Fax (626) 457-5593  
Address 490 Auto Center Drive, Watsonville CA 95076  
Street City State Zip

Signature [Signature] Printed Name Melvin Cooper Printed Title President  
Signature [Signature] Printed Name Jesse Cooper Printed Title Secretary

(AFFIX CORPORATE SEAL HERE)

- a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

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

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 201 <u>6</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>11.23</u> , 201 <u>6</u> City Attorney BY <u>[Signature]</u> Deputy
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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-960

<p><b>SUBMIT BID TO :</b></p> <p>Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p>	<p><b>BID DUE BEFORE</b> <b>2:00 P.M.</b></p> <p><b>November 17, 2016</b></p>
<p><b>Buyer:</b> Terrell Harrison, Procurement Analyst      (310) 732-3890 <b>Email:</b> THarrison@portla.org</p>	<p><b>BIDS WILL BE PUBLICLY OPENED</b></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
2.    6	LOT Hi Standard Automotive – <b>EQUIPMENT</b>	Lot \$ <u>2168.<sup>75</sup></u>	\$ <u>13,012.<sup>50</sup></u>
3.    6	LOT Hi Standard Automotive – <b>LABOR</b> at vendor's location not on Port Property Install Emergency Equipment specified, install Cust. supplied mobile radio system.	Lot \$ <u>1700.<sup>00</sup></u>	\$ <u>10,200.<sup>00</sup></u>
4.    6	EA Tire Tax	Each \$ <u>8.<sup>75</sup></u>	\$ <u>52.<sup>50</sup></u>
<b>GRANDTOTAL</b>		\$ <u>233,391.<sup>00</sup></u> <i>plus TAX</i>	

**BIDDER'S INSTRUCTIONS**

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

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

<p>REQ. NO.: E-170258(3384)</p> <p>NOTIFY: D. Orozco</p> <p>PAGE 2</p>	<p>STATE TIME OF DELIVERY: <u>180-190</u> DAYS AFTER RECEIPT OF ORDER</p> <p>TERMS <u>Net</u> % DISCOUNT FOR PAYMENT WITHIN <u>30</u> DAYS.</p> <p>BIDDER MUST SIGN THIS BID ON PAGE 1</p>
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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-960  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: November 17, 2016**

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](http://www.portoflosangeles.org) and the Los Angeles Business Assistance Virtual Network website – [www.labavn.org](http://www.labavn.org) . It is the responsibility of the bidder to be aware of and respond to any such 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**

**BID NO. F-960**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: November 17, 2016**

**SUPPLIER CONTACT INFORMATION:**

Contact Person: John Dviyach

Title: Fleet Sales Manager

Telephone No.: (626) 457-5590

Fax No.: (626) 457-5593

E-Mail Address: John.Dviyach@verizon.com

24 Hour Contact No.: (562) 618-0928

**CONTRACTUAL TERMS SECTION**

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

Yes: X 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.

**ADDITIONAL QUANTITIES.** The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: model/year change.

**NEW & UNUSED, VEHICLE.** The vehicle and/or equipment furnished shall be new and unused, current model, with standard factory fittings, trim, and accessories unless otherwise noted. Said vehicle and/or equipment shall not have been used for any other prior service or as a demonstrator.

**VEHICLE CODE.** All vehicles shall conform to the California Vehicle Code and all other governing requirements.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-960  
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**BID DUE BEFORE 2:00 PM ON: November 17, 2016**

**LICENSES.** The vendor shall make the necessary applications and complete all transfer papers, including applying for exempt license. He\She shall furnish the Director of Port Construction and Maintenance, or his\her designated representative, evidence of having applied for license at time vehicle is delivered. The registered owner shall be shown exactly as outlined below on all forms where the registered owner is listed, (using abbreviations exactly as shown):

HARBOR DEPARTMENT  
CITY OF LOS ANGELES  
500 Pier A St.  
Wilmington, CA 90744-6433

## MATERIAL, EQUIPMENT, SERVICE

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

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

**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.

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

## DELIVERY CLAUSES

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

**DELIVERY.** Delivery is desired within 14-16 weeks 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.

**NOTIFICATION.** The vendor shall notify David Orozco, C & M Division of the Port of Los Angeles at (310) 732- 3403 not less than three (3) days in advance that the equipment is ready for delivery.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-960

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**BID DUE BEFORE 2:00 PM ON: November 17, 2016**

## FINANCIAL CLAUSES

**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: SR BHC 101-135239

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

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

REMIT TO: NAME: National Auto Fleet Group

ADDRESS: 490 Auto Center Drive

Watsonville, CA 95076

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 CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

**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.

**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;

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-960

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**BID DUE BEFORE 2:00 PM ON: November 17, 2016**

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.

**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.

## **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 Form 55 (provided in Attachment) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without 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](http://ethics.lacity.org).

**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.

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-960**

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**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.

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

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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-960

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: November 17, 2016**

## 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 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 Occupational 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.

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-960**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: November 17, 2016**

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

THE END

No. 285 Rev. 07/15-116



Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.facity.org

# Prohibited Contributors (Bidders) Form 55

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.

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Reference Number (bid or contract number, if applicable): Contract # 39802 Date Bid Submitted: \_\_\_\_\_

Description of Contract (title of RFP and services to be provided):  
2017 Ford Utility Police Interceptor - QTY: (6)

City Department Awarding the Contract:  
Harbor Dept.

**BIDDER INFORMATION 72 Hour LLC**  
 Name: DBA Chevrolet of Watsonville / National Auto Fleet Group  
 Address: 490 Auto Center DR., Watsonville, CA 91706  
 Email: John.Oviyach@verizon.net Phone: (626) 457-5590

### SCHEDULE SUMMARY

Please complete all three of the following:

- SCHEDULE A — Bidder's Principals (check one)**
  - The bidder is the individual listed above and has no other principals (Schedule A is not required).
  - The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.
- SCHEDULE B — Subcontractors and Their Principals (check one)**
  - The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
  - The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.
- TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** 3

### BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 11-15-16 Signature: [Signature]  
 Name: John Oviyach  
 Title: Fleet Sales Manager



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

*Please identify the names and titles of all of 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.*

Check this box if additional Schedule A pages are attached.

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

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Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders)

## Form 55

### 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 that threshold.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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.

Check this box if additional Schedule B pages are attached.

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

Address: \_\_\_\_\_

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Address: \_\_\_\_\_

# National Auto Fleet Group

A division of Chevrolet of Watsonville  
490 Auto Center Drive, Watsonville, CA 95076  
855 BUY-NJPA 626-457-5590  
855 289-6572 626-457-5593

---

Quote ID# 5780 rev 2017

August 24, 2016

Mr. K. David Comer  
The Port of LA  
500 Pier A Street, Berth 161  
Wilmington CA 90744  
Delivery Via Email

Dear Mr. Comer,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Wilmington, new/unused 2017 Police detective Interceptor Utilities responding to your requirement with the attached specifications for:

2017 K8A Utility Detective	35,021.00
Hi Standard Equip	3,868.75
Sub Total	38,889.75
Sales Tax	3,500.08
Tire tax	8.75
Total	42,398.58

These vehicles are available under the NJPA master vehicle contract# 102811.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach  
National Account Law Enforcement Manager  
National Auto Fleet Group



**HI STANDARD AUTOMOTIVE, LLC**  
 Emergency Vehicle Specialists Since 1977  
 1110 W. Barkley Avenue  
 Orange, CA 92868-1213  
 714-532-1171 / FIN: 26-4024929

# QUOTATION

Number: E18198

Date: 7/6/2016

Bill To:

Ship To:

PORT OF LOS ANGELES / HARBOR DEPT (F) ACCOUNTING SECTION PO BOX 191 SAN PEDRO, CA, 90733-0191	PORT OF LOS ANGELES C&M DIVISION - DAVE COMER 500 PIER "A" STREET SAN PEDRO, CA, 90744
--------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------

PO Number	Terms	Date Shipped	Ship Via	Reference
	NET-30			

Description	Qty	Price Ea.	Tax	Amount
CODE-3 SV77MCPIU / C86971 SUPER-VISOR, MULTI COLOR RED/WHITE & BLUE WHITE	1	\$921.75	✓	\$921.75
CODE-3 MR6-A LED, FLUSH MOUNT, AMBER (END GATE)	1	\$68.00	✓	\$68.00
CODE-3 MR6-B LED, FLUSH MOUNT, BLUE (END GATE)	1	\$68.00	✓	\$68.00
CODE-3 MR6FMKIT FLUSH MOUNT GROMMET KIT	2	\$10.50	✓	\$21.00
CODE-3 MR6-R LED, FLUSH MOUNT, RED (BACK GLASS)	1	\$68.00	✓	\$68.00
CODE-3 MR6-B LED, FLUSH MOUNT, BLUE (BACK GLASS)	1	\$68.00	✓	\$68.00
CODE-3 HB6PAK-B LED, HIDE-A-BLAST, BLUE (PS B/U LT.)	1	\$56.00	✓	\$56.00
CODE-3 HB6PAK-R LED, HIDE-A-BLAST, RED (DS B/U LT.)	1	\$56.00	✓	\$56.00
CODE-3 3599L5 H2-COVERT SIREN / LIGHT CONTROL SYSTEM	1	\$294.00	✓	\$294.00
CODE-3 C3100-PIU DS GRILLE SPEAKER, 100W	1	\$169.00	✓	\$169.00
JOTTO 425-3818 MICROPHONE MAG-MOUNT MIC CLIP	2	\$32.00	✓	\$64.00
HSA-PIUT-PD120A POWER DISTRIBUTION SYSTEM W/5201 POWER TAMER	1	\$225.00	✓	\$225.00

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# QUOTATION

Number: E18198

Date: 7/6/2016

Bill To:

PORT OF LOS ANGELES / HARBOR DEPT (F)  
 ACCOUNTING SECTION  
 PO BOX 191  
 SAN PEDRO, CA, 90733-0191

Shp To:

PORT OF LOS ANGELES  
 C&M DIVISION - DAVE COMER  
 500 PIER "A" STREET  
 SAN PEDRO, CA, 90744

PO Number	Terms	Date Shipped	Shp Via	Reference
	NET-30			

Description	Qty	Price Ea.	Tax	Amount
MISC. INSTALLATION MATERIAL REQD.	1	\$90.00	✓	\$90.00
LABOR - INSTALL EMERGENCY EQUIPMENT SPECIFIED, INSTALL CUST. SUPPLIED MOBILE RADIO SYSTEM	1	\$1,700.00		\$1,700.00
RE: 2016 PI-UTILITY - DETECTIVE				
NOTE: 2016 EXPLORER XLT VERSIONS WOULD REQUIRE A DIFFERENT PART NO. SUPERVISOR IF EQUIPPED WITH OVERHEAD CONSOLE. SAME PRICE AS PI-UTILITY				

State Tax 8.00% on \$2,168.75 \$173.50

SubTotal \$3,868.75

Total \$4,042.25

Prepared By:  
 Administrator  
 Your Dealership Name Here

2017 Ford Utility Police Interceptor

• VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

**SELECTED MODEL**

Code	Description
K8A	2017 Ford Utility Police Interceptor AWD Base

**SELECTED VEHICLE COLORS**

Code	Description
	Interior: CHARCOAL BLACK
	Exterior 1: MEDIUM TITANIUM METALLIC
	Exterior 2: No color has been selected.

**SELECTED OPTIONS**

Code	Description	Class
500A	<b>PACKAGES</b> Order Code 500A (99R) Engine: 3.7L V6 Ti-VCT FFV; (4MC) Transmission: 6-Speed Automatic; (STDAX) 3.65 Axle Ratio; (STDGV) GVWR: 6,300 lbs.; (STDTR) Tires: P245/55R18 AS DSW; (STDWL) Wheels: 18" x 8" 5-Spoke Painted Black Steel. Includes center caps and full size spare.; (9) Unique HD Cloth Front Bucket Seats w/Vinyl Rear ; Includes driver 6-way power track (fore/aft,up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.; (STORD) Radio: MyFord AM/FM/GD/MP3 Capable ; Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	OPT
422	<b>EMISSIONS</b> California Emissions System Required code for California Emissions States - California, Connecticut, Delaware, Massachusetts, Maryland, Maine, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington registration unless codes 930 or 423 are applicable. Optional for Cross Border state dealers - Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia.	OPT
99R	<b>POWERTRAIN</b> Engine: 3.7L V6 Ti-VCT	OPT
4MC	Transmission: 6-Speed Automatic	INC

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2017 Ford Utility Police Interceptor

• VEHICLE REPORT

2017 Ford Utility Police Interceptor XNA AWD Base

**SELECTED OPTIONS**

Code	Description	Class
<b>POWERTRAIN (Continued)</b>		
STDAX	3.65 Axle Ratio	INC
STDGV	GVWR: 6,300 lbs	INC
<b>WHEELS &amp; TIRES</b>		
STDTR	Tires: P245/55R18 AS BSW	INC
64E	Wheels: 18" Painted Aluminum Spare wheel is an 18" conventional (Police) black steel wheel.	OPT
<b>SEATS &amp; SEAT TRIM</b>		
F	Unique HD Cloth Front Bucket Seats w/Cloth Rear Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.	INC
<b>OTHER OPTIONS</b>		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	INC
65U	Interior Upgrade Package (16C) 1st & 2nd Row Carpet Floor Covering : Includes front and rear floor mats.; (F) Unique HD Cloth Front Bucket Seats w/Cloth Rear : Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks ; Center Floor Console Less Shifter : Includes unique police console finish plate, console top plate - finish 3 (including 2 cup holders).; (B5D) Front Console Plate Delete	OPT
66A	Front Headlamp Lighting Solution (60A) Grille LED Lights, Siren & Speaker Pre-Wiring. Includes base LED low beam/incandescent (halogen) high beam headlamp with high beam wig-wag function and (2) white rectangular LED side warning lights. Wiring and LED lights included. Controller not included. Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U).	OPT
66E	Tail Lamp/Police Interceptor Housing Only	OPT

Prepared By:  
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2017 Ford Utility Police Interceptor

• VEHICLE REPORT

2017 Ford Utility Police Interceptor KBA AWD Base

SELECTED OPTIONS

Code	Description	Class
	<b>OTHER OPTIONS: (Continued)</b>	
	<i>Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).</i>	
153	Front License Plate Bracket	OPT
43D	Dark Car Feature Courtesy lamps disabled when any door is opened.	OPT
17T	Red/White Dome Lamp in Cargo Area	OPT
21L	Front Warning Auxiliary LED Lights Includes driver side - red / passenger side - blue.	OPT
21W	Forward Indicator Pocket Warning LED Lights Includes warn, park, turn (driver side - red / passenger side - blue).	OPT
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	INC
87R	Rear View Camera Electrochromic Rear View Mirror: Video is displayed in rear view mirror. Note: This option would replace the camera that comes standard in the 4" center stack area. Camera can only be displayed in the 4" center stack (standard) OR the rear view mirror (87R).	OPT
53M	SYNC Basic (Voice-Activated Communications System) Includes single USB port and single auxiliary audio input jack.	OPT
16C	1st & 2nd Row Carpet Floor Covering Includes front and rear floor mats.	INC
85D	Front Console Plate Delete	INC
90E	Ballistic Door-Panels (Level III) Driver and passenger front-doors. Tested and meets the requirements of NIJ Standard Q108.01 Level III: 7.62 x 57 mm 9.7g M10 (.308 Winchester 150gr). Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g.	OPT
19L	Lockable Gas Cap For Easy Fuel Capless Fuel-Filler	OPT
593	Perimeter Anti-Theft Alarm Activated by hood, door or liftgate.	OPT
595	Remote Keyless Entry Key Fob w/o Key Pad	OPT

Prepared By:  
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2017 Ford Utility Police Interceptor

• VEHICLE REPORT

2017 Ford Utility Police Interceptor KSA AWD Base

SELECTED OPTIONS

Code	Description	Class
	<b>OTHER OPTIONS (Continued)</b>	
	<i>Does not include PATS.</i>	
76R	Reverse Sensing	OPT
17A	Aux Air Conditioning	OPT
16D	Badge Delete <i>Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood.(EcoBoost).</i>	OPT
55D	Scuff Guards <i>Protective wrap edging located on front edge of both rear doors and top surface of rear bumper (help protect the upper surface from paint damage that can occur while loading and unloading of cargo).</i>	OPT
60R	Noise Suppression Bonds (Ground Straps)	OPT
	<b>INTERNAL OPTIONS</b>	
PNTTBL	Paint Table : Primary	OPT
	<b>INTERIOR COLORS FOR : PRIMARY</b>	
FW	Charcoal Black	OPT
	<b>EXTERIOR COLORS FOR : PRIMARY</b>	
YG	Medium Titanium Metallic	OPT

OPTIONS TOTAL

Equipment content is based on current data version referenced. Any performance-related calculations are for informational purposes only. Actual unit performance will depend on your operating conditions. PC Case # 189, Data Version: 5.0, Data Exported: 07/17/2014 07:13:22 PST, Page # 1586, © 2014 Ford Motor Company, LP. All rights reserved.

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Your Dealership Name Here

2017 Ford Utility Police Interceptor

• VEHICLE REPORT

2017 Ford Utility Police Interceptor XGA AWD Base

STANDARD EQUIPMENT

**Powertrain**

- 300hp 3.7L DOHC 24 valve V-6 engine with variable valve control, SMPI
- Recommended fuel : regular unleaded
- Emissions Type: ULEV II
- 6 speed automatic transmission with overdrive
- All-wheel drive
- Fuel Economy City: 16mpg
- Fuel Economy Highway: 21mpg
- Fuel Tank Capacity: 18.6gal.

**Suspension/Handling**

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- Electric power-assist rack-pinion steering
- Front and rear 18" x 8" painted aluminum wheels
- P245/55WR18.0 BSW AS front and rear tires

**Body Exterior**

- 4 doors
- Driver and passenger power remote door mirrors
- Black door mirrors
- Rear lip spoiler
- Body-colored bumpers

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**2017 Ford Utility Police Interceptor**

• **VEHICLE REPORT**

2017 Ford Utility Police Interceptor KBA AWD Base

**STANDARD EQUIPMENT**

**Safety and Security (Continued)**

- *Dual front impact airbag supplemental restraint system*
- *Dual seat mounted side impact airbag supplemental restraint system*
- *Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system*
- *Airbag supplemental restraint system occupancy sensor*
- *Power remote door locks with*
- *Security system*
- *Manually adjustable front head restraints*

**Specs and Dimensions**

- *Engine displacement: 3.7L*
- *Engine horsepower: 300hp @ 6,250RPM*
- *Engine torque: 280 lb.-ft. @ 4,500RPM*
- *Bore x stroke : 3.76" x 3.41"*
- *Compression ratio: 10.80:1*
- *Gear ratios (1st): 4.48*
- *Gear ratios (2nd): 2.87*
- *Gear ratios (3rd): 1.84*
- *Gear ratios (4th): 1.41*
- *Gear ratios (5th): 1.00*
- *Gear ratios (6th): 0.74*
- *Gear ratios (reverse): 2.88*



Prepared By:  
Administrator  
Your Dealership Name Here

2017 Ford Utility Police Interceptor

• VEHICLE REPORT

2017 Ford Utility Police Interceptor K8A AWD Base

STANDARD EQUIPMENT

**Specs and Dimensions (Continued)**

- *Rear shoulder room: 60.9"*
- *Passenger volume: 118.4cu.ft.*
- *Approach angle: 19.7 deg*
- *Departure angle: 21.7 deg*
- *Interior cargo volume: 48.1cu.ft.*
- *Interior cargo volume seats folded: 85.1cu.ft.*
- *Interior maximum cargo volume: 85.1cu.ft.*

**5<sup>th</sup> YEAR RENEWAL OF AGREEMENT**

Made by and Between

National Auto Fleet Group (Vendor)  
490 Auto Center Drive  
Watsonville, CA 95076

and

National Joint Powers Alliance® (NJPA)  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #102811-NAF" for the procurement of Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories, and having a maturity date of January 17, 2016, and which are subject to annual renewals and a 5<sup>th</sup> year extension at the option of both parties.

Now therefore:

Members of NJPA would benefit from exercising the fifth year option. "Vendor" and "NJPA" hereby desire and agree to exercise the 5<sup>th</sup> year renewal option for the above defined contract for the period of January 17, 2016 to January 17, 2017.

~~National Joint Powers Alliance® (NJPA)~~

By:  Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 7/26/15

~~National Auto Fleet Group~~

 Its: Manager

Name printed or typed: Jesse Cooper

Date: 7-26-15