

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NUMBER: 12879**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: Friday, November 18, 2022**

<b>SUBMIT BID TO:</b>	<b>SHIP TO ADDRESS:</b>
<b>By Hand:</b> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744-6433	LOS ANGELES HARBOR DEPARTMENT Berth 161 Wilmington, CA 90744 Or, as directed by Department personnel
<b>Buyer:</b> Jacquelyn Estrada, Procurement Analyst <a href="mailto:jestrada@portla.org">jestrada@portla.org</a>	

**PLEASE EMAIL BID TO: [jestrada@portla.org](mailto:jestrada@portla.org)**

## MAINTENANCE OF EMERGENCY POWER GENERATORS

**BIDS** are requested for the annual requirements of the Los Angeles Harbor Department (“Department” or “City”) for **MAINTENANCE OF EMERGENCY POWER GENERATORS** as may be required upon the execution of the contract for a period of one (1) year commencing on February 1, 2023 and ending on January 31, 2024, including two (2), one-year renewal options, subject to the approval of the Executive Director.

### **PURPOSE:**

The purpose of this bid is to identify a contractor capable of supplying maintenance, service and support to thirteen (13) Cummins, Spectrum, and Caterpillar emergency power generators at eleven (11) locations in the Port of Los Angeles.

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

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

NOTIFY:  
D. Orozco  
32126-23  
E-23-0027  
10/25/22  
Prev: 31973  
jle

Firm Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City State Zip  
Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and title

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## **MINIMUM SEMI-ANNUAL SERVICE REQUIREMENTS:**

On-site Maintenance, provided on a semi-annual basis, consisting of:

1. Check fuel and oil levels. Check for leaks. Add oil, as required, for safe engine operation.
2. Inspect air cleaner elements. Clean as required. Inspect crankcase breathers and note any excessive blow-by.
3. Inspect turbocharger rotation and end play.
4. Inspect hoses for security, brittleness, cracking, leaks and weakness. Check all hose clamps and tighten, as required.
5. Inspect fan and alternator belts for proper tension and condition. Adjust as required.
6. Inspect day tank, piping, motors, and levels. Check for leaks. Service fuel/water separators.
7. Inspect batteries, cables, and lugs for tightness. Clean battery and fill cells as required. Record battery cells' specific gravities. Check for correct electrolyte level. Record DC voltage power supply. Inspect battery charger.
8. Inspect engine control panel for loose connections. Tighten as required.
9. Inspect jacket water heater for correct operation.
10. Inspect water pump for leaks and/or unusual noises.
11. Inspect governor and engine controls. Inspect controls and linkage for proper operation. Add lube oil as necessary.
12. Test all engine safety shutdown pre-alarms and alarms.
13. Inspect radiator for leaks and clogged fins. Check cooling system anti-freeze and engine coolant protection. Add water as required for safe engine operation.
14. Start engine and warm up. Record operation. Adjust RPM as required. Check for fluid leaks. Check all instruments for proper operation.

## **MINIMUM ANNUAL SERVICE REQUIREMENTS:**

On-site Maintenance, provided on an annual basis, consisting of:

1. Change oil and oil filters at 200 service meter hours, or yearly, as appropriate.
2. Change fuel filters at 200 service meter hours, or yearly, as appropriate.
3. Inspect junction box for loose connections. Tighten as required.
4. Inspect generator brushes for proper setting and clean slip rings. Lubricate generator bearings.
5. Inspect and clean generator exciter and regulator. Check for loose connections.

Additional service for gas-fueled units:

6. Clean and adjust spark plugs.
7. Clean and adjust ignition condensers and points. Check timing and set when necessary.
8. Inspect distributor cap rotor for cracks, corrosion, and wear.
9. Inspect ignition wires for cracks, insulation breakdown, and corrosion.

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## **AUTO TRANSFER SWITCH ANNUAL MAINTENANCE REQUIREMENTS:**

1. Complete visual and mechanical inspection.
2. Inspect for physical damage, anchorage, and grounding.
3. Clean, lubricate, and inspect transfer mechanism, check alignment, and manually operate in accordance with manufacturer's instructions.
4. Check switch to ensure positive interlock between normal and alternate sources.
5. Check bypass and isolation features, if applicable.
6. Check tightness of all de-energized cable connections and bus and joints.
7. Remove and clean all arc chutes and pole covers. Inspect main current carrying contacts for wear.
8. Inspect Solid State Controls for cleanliness and serviceability.
9. Inspect control wiring and check all electrical connections for tightness.

## **AUTO TRANSFER SWITCH ANNUAL ELECTRICAL TESTING REQUIREMENTS:**

1. Perform contact resistant tests with switch in both source positions.
2. Monitor and verify correct operation and timing for the following:
  - a. Normal voltage sensing relays, if any
  - b. Engine start sequence
  - c. Time delay upon transfer
  - d. Alternate voltage sensing relay
  - e. Automatic Transfer operation
  - f. Interlocks and limit switch function
  - g. Timing delay and retransfer upon normal power restoration

## **EQUIPMENT:**

Service is to be provided to the following equipment, located at the Port of Los Angeles:

<b>Location</b>	<b>KW</b>	<b>Brand</b>	<b>Model</b>
C&M Building	200KW	Cummins	200DSHAC-9728805
Test Lab	200KW	Cummins	200DSGAE-1210713
300 Water St.	573KW	Cummins	DFEG 1205548
425 Palos Verdes St. Comm.	280KW	Cummins	200DSHAC-7481997
425 Palos Verdes St. Roof	230KW	Cummins	DSHAD-7250960
Port Police Station	300KW	Cummins	QSM11-G4 NR3
Port Police Station	1250KW	Cummins	DQGAA-546169
Port Pilot Station	100KW	Cummins	QSB7-G5 NR3
Cruise Terminal	1900KW	Spectrum	1750DS4
Badger Avenue Bridge	230KW	Caterpillar	3306
Storm Drain New Dock	750KW	Caterpillar	SR4B
Catalina Express	33KW	Cummins	DKAF-7211609
Marine Exchange	80KW	Cummins	C80 D6C

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**1. REGULAR SERVICE PRICING:**

	Location / KW	Semi-Annual (\$)	Annual (\$)	Coolant Change (\$)	Load Bank Test (\$)	Test ATS (Per Switch) (\$)
A	C&M Building/ 200KW					
B	Test Lab/ 200KW					
C	300 Water St./ 573KW					
D	425 Palos Verdes St. Comm./ 280KW					
E	425 Palos Verdes St. Roof/ 230KW					
F	Port Police Station/ 300KW					
G	Port Police Station/ 1250KW					
H	Port Pilot Station/ 100KW					
I	Cruise Terminal/ 1900KW					
J	Badger Avenue Bridge/ 230KW					
K	Storm Drain New Dock/ 750KW					
L	Catalina Express/ 33KW					
M	Marine Exchange/ 80KW					

**2. ADDITIONAL SERVICES TO BE PROVIDED DURING REGULAR SERVICING:**

A	Oil Samples	\$	
B	Fuel Cleaning (Per Gallon)	\$	Minimum Gallons:
C	Generator Training Sessions (Per Hour)	\$	

**3. ANNUAL AUTO TRANSFER SWITCH MAINTENANCE SERVICE:**

Rates do not include Isolation bypass switches.

	Type	Days	Times	Service Charge (Per Transfer Switch)
A	Regular Hours	Monday-Friday	7:00 AM-3:30 PM	\$
B	Time and a Half	Monday-Friday,	3:30 PM-7:00 AM	\$
		Saturday	All Day	
C	Double Time	Sunday	All Day	\$

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**4. SERVICE CALL OUTS:**

Please indicate the labor rates that will be applied to non-scheduled service calls:

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

**5. INSURANCE WAIVER SUBROGATION FEE:**

YES  NO  (Choose One) An additional fee will be charged to cover the cost of the required waiver of subrogation. The fee will be assessed as follows:

(If YES, check/complete all that apply)

Flat Fee: \$ \_\_\_\_\_

Fee as a percentage of labor costs: \_\_\_\_\_%

Fee per hour of labor: \$ \_\_\_\_\_

Whichever is greater

**VENDOR CONTACT FOR CONTRACTUAL ISSUES:**

Contact Person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

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**VENDOR CONTACT FOR REQUESTS FOR SERVICE**

Contact Person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

24-Hour Contact Phone: \_\_\_\_\_

**BUSINESS HOURS:** Vendor to indicate business hours:

Monday-Friday: \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

Saturday: \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

Sunday: \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

**BIDDER'S INSTRUCTIONS**

**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, internet outages, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted electronically, in person or by mail.

**ADDENDA.** From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – [www.portoflosangeles.org](http://www.portoflosangeles.org) and the Los Angeles Regional Alliance Marketplace for Procurement website – <https://www.rampla.org/s/> . It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

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

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## CONTRACTUAL TERMS

**ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be **\$50,000.00** 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 prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Director of Contracts and Purchasing or the Board of Harbor Commissioners.

**MISCELLANEOUS PURCHASES.** The Harbor Department requests the option to purchase miscellaneous related services, parts and supplies, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$1,000.00 per order, per invoice.

Check one:

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

**RENEWAL OPTIONS.** State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one (1) or two (2) additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by increases in vendor's costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

YES or  NO      Option granted for one (1) additional year at a price increase not to exceed \_\_\_\_\_%.

YES or  NO      Option granted for second (2<sup>nd</sup>) additional year at a price increase not to exceed \_\_\_\_\_% over first option year prices.

It is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs, and submitted, in writing, to the Director of Contracts and Purchasing. No increase will be granted without prior approval of the Director of Contracts and Purchasing.

## **AUTHORIZED DISTRIBUTOR/DEALER/SERVICE PROVIDER:**

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

Yes: \_\_\_\_\_       No: \_\_\_\_\_

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder. The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, troubleshooting, and correcting problems that are traceable to the manufacturer.

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

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

Parts: \_\_\_\_\_ Labor: \_\_\_\_\_

Please attach additional warranty terms to bid, if applicable.

## **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.

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.



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

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

## Workers' Compensation and Employer's Liability

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

**INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:**

\_\_\_\_\_ (initial)

**NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED**

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**FINANCIAL SECTION**

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

**SALES TAX PERMIT.** Vendor’s California State Board of Equalization Permit No. required to collect California State Sales Tax.

Permit Number: \_\_\_\_\_

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

BTRC/BTRC Exemption Number: \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER.** Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

**VENDOR PAYMENT.** Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). **Please submit a copy of your IRS Form W-9 with your bid.** If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

NAME: \_\_\_\_\_

REMIT TO: ADDRESS: \_\_\_\_\_

A/R EMAIL: \_\_\_\_\_

Invoices submitted for payment where the invoice name and address do not match as they appear on the Purchase Order or as indicated in the space above, will not be processed and will be returned to the vendor.

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

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

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

Further information regarding this requirement may be found here:

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

**Please Check One:**

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

**Withholding Forms Attached**

## **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.

## **SMALL AND LOCAL BUSINESS (SLB) PROGRAM**

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

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

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

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

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

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

**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.

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

**DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.**

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

**A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR A PUBLIC WORKS PROJECTS UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS AS BID PROPOSAL WILL BE DEEMED NON-RESPONSIVE.**

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

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

# REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NUMBER: 12879**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: Friday, November 18, 2022**

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

## PREVAILING WAGES

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.
- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.
- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers, and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.
- f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:

# REQUEST FOR BID

CITY OF LOS ANGELES  
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1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.
  2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
  3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
  4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.
  5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.
  6. Contain the printed name and title for the Contractor or subcontractor representative, and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.
- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.
- i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

## **WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS**

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



# REQUEST FOR BID

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**Prime Contractor State of California DIR Registration No.:**

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**Subcontractor State of California DIR Registration No.:**

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**Subcontractor State of California DIR Registration No.:**

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(Attach additional sheets if necessary)

## **DIR REPORTING LABOR CLASSIFICATIONS:**

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

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

**SUBCONTRACTOR(S)**  N/A

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

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

**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.

**BID RECAPS.** Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date: <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>



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## **ETHICS.**

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$25,000 or more and a term of at least three months in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 50 (provided in Attachment) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$25,000 or more and a term of at least three months in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 50 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**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 bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders 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.**

## **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.

**RAMP ID Number:** \_\_\_\_\_

# 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.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders 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. Bidder 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 bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders 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. **PAYMENTS.** Payment terms are NET 30 days unless bidder 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.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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 Bidder 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. 10/12-116

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)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

## Certification

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

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

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

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

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

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date