**REQUEST FOR BID/QUOTE #12953**

**DATE:** September 6, 2023

**FROM:** Jacquelyn Estrada
Procurement Analyst
Email: jestrada@portla.org

**NUMBER OF PAGES:** 8

**DELIVER TO:**
C&P Warehouse
Port of Los Angeles
500 Pier A Street
Wilmington, CA 90744
Or, as directed by Department Personnel

**Warehouse Hours:** 7AM-3PM

**PLEASE REPLY NO LATER THAN, 2:00 P.M., SEPTEMBER 22, 2023**

**E-MAIL BID TO:** jestrada@portla.org

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The City of Los Angeles Harbor Department (“Department or “City”) would like to receive a price quote on the following parts, materials and equipment:

<table>
<thead>
<tr>
<th>LINE</th>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tr>
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<td>PART # 20R7175 - CAT® REMAN AUXILIARY WATER PUMP</td>
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<td>PART #364-8248 - CAT® SPACER, HEAT EXCHANGER, INSIDE DIAMETER: 136 MM</td>
<td>$</td>
<td>$</td>
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<td>LINE</td>
<td>QTY</td>
<td>UNIT</td>
<td>DESCRIPTION</td>
<td>UNIT PRICE</td>
<td>EXTENDED PRICE</td>
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<td>5</td>
<td>1</td>
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<td>PART #364-8249 - CAT® BONNET-RETUR</td>
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<td>5</td>
<td>1</td>
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<td></td>
<td>$</td>
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<tr>
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<td>PART #131-3983 - CAT® BOLT-HEX SOCKET HEAD</td>
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<td>PART #289-4232 - CAT® SOCKET HEAD BOLT, M6 X 1</td>
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<td>6</td>
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<td>PART #330-4110 - CAT® SEAL-O-RING</td>
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<td>PART #364-8247 - CAT® HOUSING</td>
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<td>PART #364-8250 - Cat® HEAT EXCHANGER CORE, WATER-TO-WATER, MARINE PRODUCTS/GENERATOR SET ENGINE/INDUSTRIAL ENGINE, STEEL, DIAMETER: 135.5 MM, LENGTH: 324 MM</td>
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<td>PART #586-1377 - Cat® BONNET</td>
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<td>EA</td>
<td>PART #586-1379 - Cat® HEAT EXCHANGER SEAL</td>
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<td>EA</td>
<td></td>
<td>$</td>
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<td>EA</td>
<td>PART #0R5511 - Cat® CORE AS-OIL REMANUFACTURED OIL COOLER CORE</td>
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<td>EA</td>
<td>PART #0R5511# - Cat® CORE</td>
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<td>15</td>
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<td>FREIGHT – COMMON CARRIER</td>
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<tr>
<td>16</td>
<td>1</td>
<td>LOT</td>
<td>DELIVERY – BY VENDOR</td>
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<td>$</td>
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</tbody>
</table>

GRAND TOTAL (EXCLUDING TAXES) $
BIDDER’S INSTRUCTIONS

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 and the Los Angeles Regional Alliance Marketplace for Procurement website – https://www.rampla.org/s/. It is the responsibility of the bidder (“contractor”, “supplier”, “vendor”) 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.

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

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

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

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

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

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.
MATERIALS, EQUIPMENT, AND SERVICE

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

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

AUTHORIZED DISTRIBUTOR/DEALER

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

☐ Yes: __________  ☐ No*: __________

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

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

WARRANTY. Terms of warranty on materials. Free PARTS for defective parts and workmanship for the following time period after goods are received:

Materials: __________________________

Please provide additional warranty terms with bid, if applicable.

VENDOR CONTACT

Contact Person: ____________________________________________
Title: ____________________________________________________
Telephone: _______________________________________________
Email Address: _____________________________________________
24-Hour Contact Phone: ______________________________________
DELIVERY

IF F.O.B. POINT IS DESTINATION, the following shall apply:
DELIVERY POINT: Prices to include all delivery charges, F.O.B. Port of Los Angeles, Harbor Department, 90744.

IF F.O.B. POINT IS ORIGIN, the following shall apply:
Shipping or delivery charges to be prepaid and added to invoice. Ship cheapest way, unless otherwise specified, for goods to arrive within the time requested. Freight bill must be included with invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON PURCHASE ORDER.

DELIVERY. Please specify delivery terms for parts and equipment quoted.

_____ Days after receipt of order (ARO) for normally-stocked items.

_____ Days after receipt of order for special-order and non-stock items.

SHIPPING CHARGES – COMMON CARRIER. Shipping/Freight charges for parts and materials from manufacturer to vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.

DELIVERY CHARGES – BY VENDOR. Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

DELIVERY POINT, WILL CALL. Location where parts and equipment may be dropped off and picked up on a "Will Call" basis:

COMPANY: _____________________________________________

LOCATION: _____________________________________________

ADDRESS: _____________________________________________

_______________________________________________________
BILLING DISCOUNT TERMS. Payment terms are Net 30 Days unless bidder otherwise quotes cash discount terms. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

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 allowed to provide their BTRC/Exemption number after award of contract.

BTRC/BTRC Exemption Number: ________________________________.

SALES TAX
Do not include sales tax in your bid. Sales tax will be added at time of order.

SALES TAX PERMIT. A valid State Board of Equalization Seller’s Permit is required to collect California State Sales Tax.

Permit Number: ________________________________.

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

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

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as they will appear on the invoice. Please provide a copy of your firm’s 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:

COMPANY: _____________________________________________

REMIT TO: ADDRESS: ___________________________________________

________________________________________

A/R EMAIL: ___________________________________________

Invoices submitted for payment where the invoice name and address do not match the name and address 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.
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

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.

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 and 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

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

DEFAULT BY SUPPLIER
In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

INDEMNITY. Contractor shall save, keep, bear harmless and fully defend and indemnify the City of Los Angeles, the Harbor Department, and all boards, officers, employees, agents or other authorized representatives thereof, from all liability, damages, costs or expenses in law or equity claimed by anyone for bodily injury or death, or damage to property arising out of the performance by Contractor of its obligations hereunder, whether liability is attributable solely to Contractor or to a combination of Contractor and City.

EQUAL BENEFITS POLICY
The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 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.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

PRIOR TO BEING AWARDED A CONTRACT with the Harbor Department, all vendors must be registered on the City’s Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at http://www.RAMPLA.org.

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

BIDDER/VENDOR’S RAMP ID Number(s): ________________________