REBID OF BID NUMBER 12760

CASE CONSTRUCTION EQUIPMENT, REPAIR AND REPLACEMENT PARTS (RE-BID)

BIDS are requested for the annual requirements of the Los Angeles Harbor Department for: CASE CONSTRUCTION EQUIPMENT, REPAIR AND REPLACEMENT PARTS to be furnished and delivered as may be upon the execution of the contract for a period of one-year from the date of contract execution, including two, one-year renewal options.

CASE PARTS for the following equipment:

a) Crawler Loader, Model #1150B (260-25)
b) Tractor Loader and Backhoe, Model 590-C (260-35)
c) Tractor Loader and Backhoe, Model 580-E (259-30)
d) Tractor Loader and Backhoe, Model 580-Super L (260-76)
e) Wheel Loader 570-LXT

Time of delivery: ____________ days after receipt of order:
Terms ____________________
% discount ____________
days.

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

DECLARATION OF NON-COLLUSION: The undersigned certifies (or declares) under penalty of perjury that this quotation is genuine and not sham or collusive, or made in the interest 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:

Dave Orozco
E-21-0032

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.
BID DISCOUNT AS FOLLOWS:
BIDS are requested in the form of a DISCOUNT vendor will allow the Harbor Department from Manufacturer’s Nationally Published Price List.

State PERCENTAGE DISCOUNT allowed the Harbor Department………………..__________%

State Manufacturer: ______________________________

Price List No.: __________________________________

Applicable Price Column: _________________________

One (1) copy must be submitted with the bid.
The Price Agreement Conditions herein shall apply to discounts quoted.

(OR BID COST PLUS AS FOLLOWS)

BIDS are requested in the form of a COST PLUS PERCENT vendor will allow the Harbor Department from Manufacturer’s Nationally Published Price List.

State PERCENTAGE Mark-up allowed the Harbor Department..........................._______%

State Manufacturer: ______________________________

Price List No.: __________________________________

Applicable Price Column: _________________________

One (1) copy must be submitted with the bid.
The Price Agreement Conditions herein shall apply to discounts quoted.

PRICE AGREEMENT CONDITIONS. Prices charged the Harbor Department are based on a percentage discount from Manufacturer's Published Price List. Percentage discount is to remain firm for the duration of the contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with changes as issued by the Manufacturer. Price Lists which are submitted with BID must be current in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer’s effective date of such decline. Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.
Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS.

Three (3) additional copies of the Price List(s) will be required to be submitted by the successful bidder prior to award of a contract. In addition, four (4) copies of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street, Wilmington, CA 90744. Price List shall show vendor’s name along with the City Contract or Purchase Order Number.

**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 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.
SUPPLIER CONTACT INFORMATION:

Contact Person: __________________________________________________

Title: ___________________________________________________________

Telephone No.: __________________________________________________

Fax No.: ________________________________________________________

E-Mail Address: ___________________________________________________

24 Hour Contact No.: ____________________________________________

MATERIAL, EQUIPMENT, SERVICE

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

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

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

BUSINESS HOURS: Vendor to indicate business hours:

Monday-Friday: __________ A.M. to __________ P.M.

Saturday: __________ A.M. to __________ P.M.

Sunday: __________ A.M. to __________ P.M.

CONSTRUCTION MATERIALS. Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be UL/FM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code(s).
PAINT/ARCHITECTURAL COATINGS. All paint/architectural coatings furnished to the City of Los Angeles Harbor Department must comply with all current requirements of the South Coast Air Quality Management District Rule 1113. Vendor certifies that the product offered complies with all requirements.


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

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

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.

**CONTRACTUAL TERMS SECTION**

**ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be $10,000.00 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

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

___________ (Yes, No) Option granted for one additional year.

___________ (Yes, No) Option granted for second additional year.

If any renewal option granted herein is exercised the Harbor Department will so notify the Contractor, in writing, prior to the expiration date.
TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

SUB PURCHASE ORDERS AND LIMITATIONS. Sub orders will be issued from time to time during the contract period indicated above. Vendor shall make no deliveries until a sub order number is given for a specific delivery to the department concerned. Regardless of the expiration date, this order shall be considered cancelled if and when total expenditures reach $500,000.00, unless vendor receives a written notification of an increase by the Director of Contracts and Purchasing.

DELIVERY

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Administrative Building, San Pedro, CA 90731.

DELIVERY. Delivery is required within 3 days after vendor receives order. If this time cannot be met, show in the space provided the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

FINANCIAL SECTION

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

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

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

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:__________________________________________________________
ADDRESS: ________________________________________________________________
__________________________________________________________

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.
GENERAL RULES AND REGULATIONS

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.

SMALL & LOCAL BUSINESS PROGRAM Certified SLB by the City of LA

☐ Yes  ☐ No

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

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

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.

SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES: It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.
EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

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

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:
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, 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 informalities 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 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 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 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

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