

# TRANSMITTAL 2

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

BID NO. F-968 Page 1  
Show this number on envelope

Contract No. 39810

### 1. COMPLETE CONTRACT

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

### 2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

### 3. AMOUNT TO BE PAID

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

### 4. CHOICE OF ALTERNATIVE PROVISIONS, OPTIONS, NOTIFICATION

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

### 5. DECLARATION OF NON-COLLUSION

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

### 6. LEGAL JUSTIFICATION

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

EXECUTED AT: La Mirada, CA ON THE 31 DAY January 2017  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

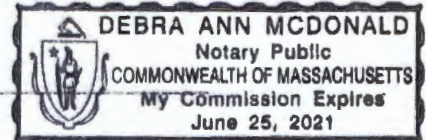
Firm Name: Staples Contract & Commercial Inc

Phone 505-253-5000 Fax NA

Address 500 Staples Dr Framingham MA 01702  
Street City State Zip

Signature [Handwritten Signature] Greg Russell RVP  
Printed Name Printed Title

Signature [Handwritten Signature] Neil Ringel President NAD  
Printed Name Printed Title



(AFFIX CORPORATE SEAL HERE)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

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

County of Middlesex  
State of Massachusetts s.s.  
Subscribed and sworn this date  
April 3rd, 2017  
[Handwritten Signature]  
Notary Seal Signature Date

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.  
By \_\_\_\_\_  
Executive Director Harbor Department

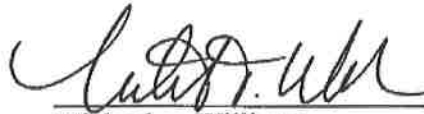
Approved as to form and legality  
April 5, 2017  
City Attorney  
BY [Handwritten Signature]  
Deputy

**STAPLES CONTRACT & COMMERCIAL, INC.**

**SECRETARY'S CERTIFICATE**

I, Michael T. Williams, hereby certify that I am the duly elected, qualified Secretary of Staples Contract & Commercial, Inc. (the "Company"), and that Greg Russell as Regional Vice President of Staples Advantage Sales, is an officer of the Company and is duly authorized to execute and deliver bids and contracts in the name of and on behalf of the Company.

IN WITNESS WHEREOF, I have signed this certificate on behalf of the Company on this 30<sup>th</sup> day of January 2015.



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**Michael T. Williams**  
**EVP General Counsel & Secretary**



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mall Stop 129  
 (213) 978-1960

# Prohibited Contributors (Bidders)

## CEC Form 55

*This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.*

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

**Bid/Contract/BAVN Number** (or other identifying information if no number):  
 F-968

**Date Bid Submitted:**  
 1/27/2017

**Description of Contract:**  
 Office Supplies and Equipment

**Awarding Authority (Department):**  
 City of Los Angeles Harbor Department

### BIDDER

Name: Staples Contract & Commercial, Inc.

Address: 500 Staples Drive, Framingham MA 01702

Email (optional): bob.taylor@staples.com Phone: 714-868-4286

State Contractor ID: 04-3390816

*State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".*

### PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Shria Goodman Title: Chief Executive Officer

Address: 500 Staples Drive Framingham MA 01702

Name: Jeff Hall Title: Vice-Chair & CAO

Address: 500 Staples Drive Framingham MA 01702

Name: Christine T. Komola Title: Executive Vice President & CFO

Address: 500 Staples Drive Framingham MA 01702

Name: Neil Ringel Title: President North American Delivery

Address: 500 Staples Drive Framingham MA 01702

\_\_\_\_\_ additional sheets are attached.  Bidder is an individual and no other principals exist.



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 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Prohibited Contributors (Bidders)

## CEC Form 55

### SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

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

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

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

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

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

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

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

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

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

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

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

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

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

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

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

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

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

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

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

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

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

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

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

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

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

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

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



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 (213) 978-1960

# Prohibited Contributors (Bidders)

## CEC Form 55

### PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

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

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

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

### CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.*

Date: 1/27/2017

Signature: 

Name: Gregory Russell

Title: Regional Vice President

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*



**STAPLES PROPOSED MODIFICATIONS TO  
LOS ANGELES HARBOR DEPARTMENT REQUEST FOR Bid # F-968**

Staples Contract & Commercial, Inc., operating as Staples Advantage (“Staples” or “Contractor”) respectfully proposes the following changes to the terms and conditions identified in that Request for Bid # F-968, Office Supplies and Equipment, for the Los Angeles Harbor Department ( “Buyer”):

1. Section ,\_Price Agreement Conditions page 12 &13, remove completely as pricing follows NJPA pricing program.
2. Section Price Verification page 13, remove completely as pricing follows NJPA program
3. Content submitted in this bid are based on the National Joint Powers Alliance (NJPA) Contract#010615-SCC and conditions should follow the NJPA terms and conditions.
4. With respect to, General Conditions Section 7, Price Guarantee, Staples proposes that this Section be replaced with the following language:

“Most Favored Customer Pricing. If during the term of this Agreement supplier provides products to another customer similar to City, with similar quantities and mix of products and services, delivery and service requirements, and purchase volume commitments, at prices in the aggregate that are lower than the prices set forth in this Agreement after taking into account applicable incentives, rebates and discounts offered to City, then such lower price(s) shall be extended to City, effective as of the time such pricing was applicable to such other similar customer as described above. Notwithstanding the foregoing, supplier reserves the right not to sell any product below supplier’s purchase order cost.

5. Staples proposes that the following term be added to F-968:

**LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary, neither party shall be liable for any consequential, incidental, special or exemplary damages arising out of or in connection with this contract. The sale, delivery, use or performance of the product. In no event shall Staples be liable (whether in contract, tort or otherwise) for damages arising out of or relating to a breach of any warranty or the sales, delivery, installation, use or performance of the product that exceed the purchase price of the product.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-968

**SUBMIT BID TO :**

Los Angeles Harbor Department  
Purchasing Office, 1st Floor  
500 Pier A Street  
Wilmington, CA 90744

**BID DUE BEFORE  
2:00 P.M.  
January 6, 2017**

**Buyer: : Juan Benitez, Procurement Supervisor (310) 732-3890;  
email: jbenitez@portla.org**

**BIDS WILL BE PUBLICLY  
OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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## OFFICE SUPPLIES AND EQUIPMENT

This contract is in accordance with the "National Joint Powers Alliance (NJPA) Contract# 010615-SCC for the annual requirements of the Los Angeles Harbor Department: **OFFICE SUPPLIES AND EQUIPMENT**, to be furnished and delivered **as may be required upon the execution of the contract for a period of one-year from the date of contract execution, including two, one-year renewal options, subject to the approval of the Executive Director.**

**PRICES QUOTED ARE IN ACCORDANCE WITH "National Joint Powers Alliance (NJPA) Contract# 010615-SCC PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).**

The terms of the attached Exhibit 1 – "National Joint Powers Alliance (NJPA) Contract# 010615-SCC" are incorporated herein.

This contract is awarded for the following: **OFFICE SUPPLIES AND EQUIPMENT:**

**Contact Term of NJPA Contract: August 1, 2015 – August 1, 2020**

### Timeframe

-Staples will honor the new contract with two (2) one-year extensions for the entire products and services offering including office supplies, furniture, school supplies and copy & print services.

REQ. NO.: VAR  
NOTIFY: A. Peredia  
PAGE 2

STATE TIME OF DELIVERY: \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER  
TERMS \_\_\_\_\_ DISCOUNT FOR PAYMENT WITHIN \_\_\_\_\_ DAYS.  
BIDDER MUST SIGN THIS BID ON PAGE 1

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-968**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: January 6, 2017**

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## **PRODUCTS AND PRICING:**

### **Pricing:**

#### • Hot List

- Net Priced: Approximately 2,000 items (subject to change per contract terms)
- Primarily paper, petroleum-based and other industry-related products with potentially volatile pricing due to product content and/or manufacturing processes
- Staples may request a price change adjustment for Hot List Pricing items by submitting to NJPA, no more than once a calendar quarter, a request for price adjustment(s). Although pricing/product change does not have to take effect on the start of the calendar quarter.
- Price changes require NJPA approval.

#### • Core List

- Net Priced: Approximately 20,000 items. Primarily In-stock Office, Classroom, Technology and Facilities Supplies. (subject to change per contract terms)
- Prices fixed for a year (Jan 1 – Dec 31).
- Staples can submit a request for price changes annually, 30 days prior to Dec 31.
- Requires NJPA approval. If approved, Jan. 1st is the effective date of any changes.

#### • Non-Core Items.

- Non-Core Items are those items that are not on the Hot List or Core List, and available on Staplesadvantage.com. For those Non-Core Items that appear on Staples.com, such Non-Core Items will be priced based on the current national Staples.com price for such items, which Supplier will update on a weekly basis, provided that such pricing is exclusive of tier pricing, closeouts, promotions and/or specials.
- The prices for Non-Core Items that are not available for purchase on Staples.com shall appear on Staplesadvantage.com, and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Contract Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee.

#### • Technology Products.

- Prices for technology items provided to participating Members under the Staples technology ordering system referred to as Sequoia (or its successor) shall be priced at the then current List Price, and may be subject to discount.

#### • Pricing for custom products.

- Pricing for customized and/or print or promotional products is based upon product specifications agreed to between Staples and the participating Member.

#### • Promotional Products.

- Staples proposes that pricing for ASI products ordered on our Staples Promotional Product ordering system referred to as Linc (or its successor), be governed by the terms in Exhibit 4. Staples may update product and pricing for Promotional Products by submitting a request to NJPA no more than once a calendar quarter.



# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-968**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: January 6, 2017**

– Pricing for ASI products ordered on our Staples Promotional Product ordering system, will be governed by a contract margin that is variable to transaction size. In our proposed pricing structure below, margin decreases as transaction size increases.

## **Order Transaction Size Contract Margin:**

- \$0 - \$999 28%
  - \$1,000 - \$4,999 26%
  - \$5,000 - \$9,999 24%
  - \$10,000+ 22%
- Sourced Goods
- Staples Advantage customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these “Sourced Goods” and services to NJPA and its participating Members.
  - The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Staples and the applicable participating Member at the time the order is placed.
  - Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering member.

**Ceiling Prices** - Staples may offer quantity or volume discounts to members as permissible in sections 5.18 and 5.19 “Ceiling Price” of this RFP.

– 5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

– 5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

## **Volume Price Discounts –**

– 5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

## **Pricing Updates:**

## **CONTRACT INCENTIVES:**

**Rebates** - Staples will pay each participating NJPA member a volume rebate of such member’s Net Sales annually, to be paid within forty-five (45) calendar days of each annual anniversary of the Member’s first order date, calculated as follows or as otherwise agreed to in writing by Staples and the member (“Volume Rebate”):

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-968  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: January 6, 2017**

Buyer agrees that in lieu of receiving the standard annual NJPA volume rebate, Buyer will receive a 3% discount from the unit price of those items purchased by Buyer that are on the Buyers' Core List, the NJPA Hot List, and the NJPA Core List. For the avoidance of doubt, the aforesaid discount shall not apply to any item that is not on the NJPA Hot List, or the NJPA Core List. These excluded items include, but are not limited to; wholesaler-sourced products, non-stock or special order items such as furniture, custom print items, custom promotional products, and retail store purchases.

Net Sales	Volume Rebate
\$ 0.00 - \$ 75,000	0%
\$ 75,000.01 - \$150,000	1%
\$150,000.01 - \$300,000	2%
\$300,000.01 - \$500,000	3%
\$500,000.01 - \$750,000	4%
\$750,000.01 or more	5%

Payment of all Volume Rebates paid hereunder is (i) contingent upon the member paying all invoices within the payment terms specified in the contract; and (ii) based on the individual member's aggregate annual Net Sales and is payable back to dollar one.

Sales associated with the **MPS Program and other sales of certain technology products** that are processed through Staples technology system referred to as Sequoia (or its successor), will be excluded from this volume rebate.

Sales associated with **Promotional Products** that are processed through Staples promotional products system referred to as Linc (or its successor) will be excluded from this volume rebate.

Sales associated with **Printed Products** that are processed through Staples print system referred to as Baan (or its successor) will be excluded from this volume rebate.

**"Net Sales"** - Net Sales will be defined as the gross sales price of the applicable products sold under this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases made via staples.com, or any Staples retail channel.

**Additional Services/Products** - There may be additional services available which are associated with certain products, including, but not limited to: furniture, facilities or water/coffee dispensers, etc. which at the option of the Member may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the NJPA Member.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-968**

(SHOW THIS NUMBER ON ENVELOPE)

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**Minimum Order** - Unless otherwise mutually agreed to by Staples and an NJPA member, NJPA and its members shall have a minimum order size of **\$35.00** per order ("Minimum Order Size").

**Delivery** - There are no additional charges associated with standard delivery from Staples Advantage.

Common delivery exceptions that require a surcharge include:

- Furniture unpacking or assembly and/or moving or removal
- Expedited deliveries
- Desktop deliveries
- Deliveries outside Staples' standard distribution area (i.e. offshore including Hawaii and Alaska)
- Manufacturer direct or special orders

**Surcharges are calculated on a per-order basis.**

**Payment Terms** - Staples' standard payment terms are Net 30 days. Each participating Member will remit all invoice payments, including all taxes on its product purchases to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and Member.

**Managed Print Services (MPS)**

Exhibit 3 sets forth the current pricing and terms governing Managed Print Services. Staples may update product and pricing for Managed Print Services by submitting a request to NJPA no more than once a calendar quarter. **Exhibit 3 is available as a separate document upon request.**

**Retail Stores** - Contract pricing is available at Staples retail stores on NJPA contract items (Retail store spend does **not** apply to rebate accruals)

**Self- Auditing** - Staples takes our compliance obligations serious, while holding ourselves accountable to high internal standards. As such, we have put a process in place that has centralized our public sector pricing functions to a single team. This myopic oversight to pricing control allows us to manage pricing, compliance, and auditing at the highest level. This includes the pricing team understanding of the terms of the contract and unilateral control of maintaining the contract pricing in the system. Additionally, internal audits are frequently conducted on order history to identify any mischarges and system errors, with a protocol in place for corrective measures that includes issuing credits if necessary proactively and directly to the participating Member.

**NJPA Audits** - 7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total

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CITY OF LOS ANGELES  
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compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

NJPA Websites  
[www.njpacoop.org](http://www.njpacoop.org)

STAPLES Website  
[www.staplesadvanage.com](http://www.staplesadvanage.com)

*The Harbor Department will not pay invoices covering the delivery of any merchandise that is excluded from or not explicitly authorized by this contract.*

## **MONTHLY REPORTS:**

The supplier shall provide the Port's Purchasing Agent with monthly reports, to include the following:

- 1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the Harbor Department (contract inception to report date).
- 2) Recycled Material/Product Report that indicates the quantity and description of products sold to the Harbor Department that has recycled material content. This information may be included in the Expenditure Report.
- 3) Small Business Enterprise Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from Minority, Women, or Other Business Enterprise sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Director of Contracts and Purchasing of the Harbor Department, and delivered by the 10th of the following month to Port of Los Angeles, Contracts and Purchasing Division, 500 Pier "A" St. Berth 161, Wilmington, CA 90744. The supplier shall reference the Port's contract number on all reports

## **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.

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CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-968**

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**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.

## **SUPPLIER CONTACT INFORMATION:**

Contact Person: Don Hasch / Bob Taylor

Title: Sales

Telephone No.: (310) 903-9128

Fax No.: (714) 868-4749

E-Mail Address: bob.taylor@staples.com

24 Hour Contact No.: ( 310) 903-9128

**ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be **\$350,000.00** 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 Director of Contracts & Purchasing.

**NOTE:** It is the intent of the Los Angeles Harbor Department to exercise renewal options in accordance with renewal options exercised by "National Joint Powers Alliance (NJPA)".

**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/mark-up off the applicable manufacturer's price list as stated herein. Option(s) granted will not be considered as a factor in awarding contracts.

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

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-968**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM-ON: January 6, 2017**

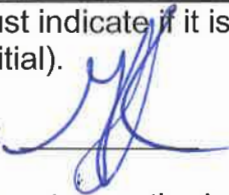
       Yes (Yes, No) Option granted for second additional year.

If any renewal option granted herein is exercised, the Harbor Department will so notify the Contractor, in writing, prior to the expiration date.

**NOTE: ALL OPTIONS GRANTED ARE SUBJECT TO APPROVAL BY THE EXECUTIVE DIRECTOR OF THE PORT OF LOS ANGELES.**

**AUTHORIZED DISTRIBUTOR/DEALER:**

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer 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, trouble shooting, and correcting problems that are traceable to the manufacturer.

**NEW AND UNUSED:** The equipment / supplies furnished shall be new and unused, current model.

**WARRANTY.** Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted:

\_\_\_\_\_.

**DELIVERY POINT:** Prices to include all delivery charges, F.O.B. the Harbor Department, Various Locations, San Pedro and Wilmington, CA.

**DELIVERY:** Delivery is desired within **(1) day** after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

**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



# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
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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. Track4LA<sup>®</sup> is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is 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 Track4LA<sup>®</sup> 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 Track4LA<sup>®</sup> at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

## **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.

## **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

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
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it is available to Track4LA<sup>®</sup>. 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. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system Track4LA<sup>®</sup> at <http://track4la.lacity.org/>.

## 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

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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. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system Track4LA<sup>®</sup> at <http://track4la.lacity.org/>.

## 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. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system Track4LA<sup>®</sup> at <http://track4la.lacity.org/>.

**INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:**

 (initial)

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

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

**PRICE AGREEMENT CONDITIONS.** Prices charged the Harbor Department are based on a percentage mark-up/discount from Manufacturer's Published Price List. Percentage mark-up/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.

# FORMAL REQUEST FOR BID

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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 Agent, Attn: Leticia Caldera, 500 Pier A Street, Berth 161, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

Submission of electronic date pricing (CD, Website, etc.) is highly desirable.

## **PRICE VERIFICATION**

The Contractor must have the capability to provide list price or cost information, before discounts or mark-ups and net prices after discounts or mark-ups, for all items ordered and invoiced. This information will be used by ordering and accounts payable personnel to verify compliance with the pricing terms of the contract. Price verification information may be provided on invoices or on a separate sheet attached with invoices. Failure to provide price verification information will delay payments until such information is provided.

## **ELECTRONIC CATALOG AND ELECTRONIC PRICE LIST**

If contractor produces electronic catalogs and /or electronic price lists, either by means of CD-ROM or website, the Contractor shall provide authorized City/Harbor Personnel with such electronic catalogs and price lists or access via internet connection to them at no additional charge to the City.

## **INVOICE INSTRUCTIONS**

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for Port of Los Angeles pertaining to materials and services, which ordered must be mailed to :

Harbor Department, City of Los Angeles  
Accounting Section  
PO Box 191  
San Pedro, CA 90733-0191

# FORMAL REQUEST FOR BID

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2. All invoices MUST HAVE THE PURCHASE ORDER/CONTRACT NUMBERS PROVIDED BY THE ENTITY ORDERING/RECEIVING THE MATERIAL OR SERVICE. Port and Division name (e.g. Information Technology, etc.) must also be provided as part of the ordering requirements. Invoices without division name may delay the payment process due to incomplete information.
- 3 All invoices WITH INCORRECT OR MISSING PURCHASE ORDER/CONTRACT NUMBERS WILL BE RETURNED TO THE VENDOR.
4. The invoice prices, descriptions and quantities MUST AGREE WITH THE PURCHASE ORDER/CONTRACT LINE ITEMS; otherwise payments will be delayed or will not be made for any items or charges not specified in the Purchase Order/contract (including freight charges, restocking charges, etc. unless specified in the contract. Discounts or payment terms should be printed on the invoices clearly and accurately. It is the Port's goal to take all available discounts being offered by the vendor.
5. Important miscellaneous invoice instructions are as follows:  
**FREIGHT CHARGES:** Freight charges that are authorized in the contract must be invoiced by the Contractor, and not the freight company that made the delivery. Contractor must include a copy of the freight bill to substantiate freight charges on invoice for any freight charges.

## **TERMINATION FOR NON-APPROPRIATION:**

The Port's (City's) obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

**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.

**CARE & CUSTODY.** The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agents.

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

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

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

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: \_\_\_\_\_.

**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: Staples Advantage  
ADDRESS: P.O. Box 83689  
Chicago, IL 60696-3689

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.

**CONTRACT SOLICITATIONS CHARTER SECTION 470 (C) (12)** 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 bid until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit City Ethics Commission (CEC) Form 55 to the awarding authority at the same time the bid is submitted (See Attachment). The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 may be deemed nonresponsive. Proposers 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).



**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-968**  
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**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.

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

**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.

**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.

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

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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-968**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: January 6, 2017**

## 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.

END

No. 285 Rev. 10/12-116