

**TO: HARBOR DEPARTMENT PURCHASING OFFICE**

**BID NO. F-759** Page 1

**BY MAIL:** P. O. Box 786, Wilmington, CA 90748  
**DELIVERY:** 500 Pier "A" Street, Berth 161

Show this number on envelope

Wilmington, CA 90744

Contract No. **39602**

**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, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

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

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

**3. AMOUNT TO BE PAID**

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" 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.

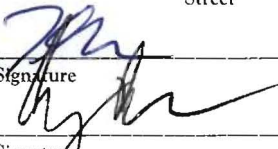
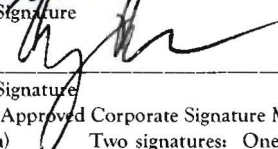
**6. LEGAL JUSTIFICATION**

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: Anaheim, CA ON THE 5<sup>th</sup> DAY OF August, 2011  
City, State Date Month Year

**BIDDER MUST COMPLETE AND SIGN BELOW:**

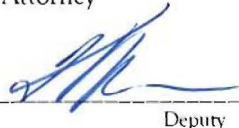
Firm Name Enterprise Rent-A-Car of Los Angeles DBA Enterprise Rideshare  
Phone 714 688 1155 Fax 714 675 6257  
Address 2861 E. Coronado St Anaheim CA 92806  
Street City State Zip

Signature  Printed Name Thomas Shahallen Printed Title Area Sales Manager  
Signature  Printed Name CASEY BARNES Printed Title RIDESHARE MANAGER

(Approved Corporate Signature Methods) (AFFIX CORPORATE SEAL HERE)

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

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

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 201 <u>1</u>  Notary Seal _____ Signature _____	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.  By _____ Executive Director Harbor Department  Date _____	Approved as to Forin _____ <u>Aug. 11</u> , 201 <u>1</u> City Attorney BY  Deputy
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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-759

**SUBMIT BID TO :**

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

**By Mail:** Los Angeles Harbor Department  
Purchasing Office  
P. O. Box 786  
Wilmington, CA 90748

**BID DUE BEFORE  
2:00 P.M.  
August 2, 2011**

**Buyer:** Juan Benitez, Procurement Supervisor (310) 732-3890

**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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This order is in accordance with City of Los Angeles Contract No. 59009 for the annual requirements of the Los Angeles Harbor Department for **LEASING OF PASSENGER COMMUTER VANS** to be furnished and delivered as may be required during the **contract period commencing SEPTEMBER 1, 2011 and ending AUGUST 31, 2014.**

**PRICES QUOTED ARE IN ACCORDANCE WITH CITY OF LOS ANGELES GENERAL SERVICES DIVISION CONTRACT No. 59009, RFQ No. EV 1784, COOPERATIVE PURCHASE ARRANGEMENT; PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).**

**\*\*Refer to Enterprise Rideshare letter dated May 12, 2009 for clarifications, exceptions and contingent conditions to Contract No. 59009.**

PRICE TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX.

1. 8-Passenger Vans, 3-Year Lease, Unlimited Mileage, Fully Maintained, with Insurance, per Spec. 09/08

Monthly Lease Rate: \$ 785  
Maintenance: \$ 65  
-----  
Total Lease Rate: \$ 850

Make & Model Chassis: FORD E150  
GVWR: 6600  
Engine: 4.6L  
CYL: 8

REQ. NO.: Q-1108 NOTIFY: Donni Gray 06/28/11 JB:ap <b>PAGE 2</b>	STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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Transmittal 2

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-759  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: August 2, 2011**

Net HP: 225@4800 RPM  
Net Torque: 286@3500 RPM  
Make and model transmission: Ford 4 Speed Auto

2. 9-Passenger Vans, 3-Year Lease, Unlimited Mileage, Fully Maintained, with Insurance, per Spec. 09/08

Monthly Lease Rate: \$ 795  
Maintenance: \$ 65  
-----  
Total Lease Rate: \$ 860

Make & Model Chassis: FORD E150  
GVWR: 6600  
Engine: 4.6L  
CYL: 8  
Net HP: 225@4800 RPM  
Net Torque: 286@3500 RPM  
Make and model transmission: Ford 4 Speed Auto

3. 8-Passenger Vans, on a month-to-month rental basis, Unlimited Mileage, Fully Maintained, with Insurance, per Spec. 09/08

Monthly Rental Rate: \$ 815  
Maintenance: \$ 65  
-----  
Total Rental Rate: \$ 880

4. 9-Passenger Vans, on a month-to-month rental basis, Unlimited Mileage, Fully Maintained, with Insurance, per Spec. 09/08

Monthly Rental Rate: \$ 825  
Maintenance: \$ 65  
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Total Rental Rate: \$ 890

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
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## LEASE PERIOD:

All vans leased upon award of contract will terminate 36 months from the date the contract was awarded, regardless of what date the vans were actually leased, unless specifically extended in writing and signed by authorized representatives from all parties.

\*\*\* Refer to the exceptions taken in the Enterprise Rideshare letter dated 05/12/09. \*\*\*

## LEASE TERM:

The term of this lease shall become effective on the date upon the execution of this agreement by both parties. The lease for each van shall begin at time of delivery and terminate at the end of this contract. Vans kept after the end of this contract shall be extended on a monthly rental basis until either party issues a 30-day written lease cancellation notice. Lessee will provide Lessor at the start of the contract with a schedule for delivery of an estimated 113 vans. Lessee may change scheduled delivery dates with a minimum of a 60-day notice to Lessor.

\*\*\* Refer to the exceptions taken in the Enterprise Rideshare letter dated 05/12/09. \*\*\*

## NEW AND UNUSED VEHICLES (APPLIES TO YEAR #1 OF THE CONTRACT):

All vehicles furnished to the City shall be new and unused factory standard unless otherwise stated herein, and shall not have been operated, driven or caravanned in delivery to the City. Vehicles shall come equipped with all standard factory fittings, trim and accessories, unless otherwise noted in the specifications. Vehicles shall not have been used as demonstrators or for any other prior service.

\*\*\* Refer to the exceptions taken in the Enterprise Rideshare letter dated 05/12/09. \*\*\*

**DELIVERY POINT.** Prices to include all delivery charges, F.O.B. the Harbor Department, Berth 161, Wilmington, CA 90744.

**DELIVERY.** Delivery is requested as soon as possible 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.

**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.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-759**  
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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.

**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: Tom Shahaden

Title: Area Sales Manager

Telephone No.: 714 688 4985

Fax No.: 714 675 6257

E-Mail Address: thomas.shahaden@erac.com

24 Hour Contact No.: 310 420 7947

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-759**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: August 2, 2011**

**ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be \$ 605,250.00 (FY 11/12 -= \$201,750; FY 12/13 - \$201,750.00; FY 13-14 -\$201,750.00). 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 Los Angeles World Airports Department.

**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.

**ADDITIONAL QUANTITIES.** The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: 9/1/2012.

**NEW AND UNUSED (applies to 1st year).** The equipment furnished shall be new and unused, current model.

**DEALER SERVICE.** All equipment furnished shall be completely serviced locally by the vendor prior to delivery. It shall be ready for operation when delivered. Any further servicing by the vendor will not be required except in connection with repairs or adjustments covered by the Manufacturer's or Dealer's warranty.

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

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
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**BID NO. F-759**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: August 2, 2011**

## **ETHICS CLAUSE**

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (provided in Appendix 1) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**INSURANCE**: Contractor 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 on the attached Los Angeles Harbor Department Insurance Assessment Request document (Exhibit A); in accordance with the City of Los Angeles General Services Division Contract no. 59009, RFQ No. EV-1784, a minimum of \$1 million of primary auto liability insurance, Comp/Collision, and \$100,000 Uninsured Motorist coverage is required for each van with no deductible. Contractor must provide each van with a copy of an "Evidence of insurance certificate" to be kept in the van. All damage to leased vans is to be paid by contractor regardless of liability or coverage.

## **ADDITIONAL INSURED**

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable primary auto 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.

## **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.

## **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.

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CITY OF LOS ANGELES  
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**BID NO. F-759**  
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## INSURANCE PROCEDURES

### 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, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant'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 Agreement by Consultant 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 Agreement and those allowed under the laws of the United States, the State of California, and the City.

For further clarification on Insurance procedures, coverage information and documentation, please go to <http://www.portoflosangeles.org/business/risk.asp>.

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**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.**

**INITIAL HERE ACKNOWLEDGING INSURANCE CLAUSE:**

 (initial)

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

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

**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.

**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: \_\_\_\_\_.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-759**

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**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: Enterprise Rideshare  
ADDRESS: 2861 E. Coronado St  
Anaheim, CA 92806

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.

**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.

**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.

## **ENVIRONMENTAL MANAGEMENT SYSTEM**

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
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issues; and

6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

**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.

**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-759**

(SHOW THIS NUMBER ON ENVELOPE)

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## GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. 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 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

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-759**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: August 2, 2011**

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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.

THE END

No. 285 Rev. 4/07-116



Antonio R. Villaraigosa  
Board of Harbor  
Commissioners  
Geraldine Knatz, Ph.D.

Mayor, City of Los Angeles

Cindy Mscikowski  
President

David Arian  
Vice President

Kaylynn L. Kim

Robin M. Kramer

Douglas P. Krause

Executive Director

DATE: August 31, 2011

**BID # F-759 ADDENDUM #1 DESCRIPTION: "Leasing of Passenger Commuter Vans"**

BID OPENING DATE: Friday, August 2, 2011, 2 p.m.

Clarification #1 on page 2:

IS:

This contract is in accordance with the City of Los Angeles, General Services Department Contract # 59009 for: **LEASING OF PASSENGER COMMUTER VANS** to be furnished and delivered as may be required during the **contract period commencing SEPTEMBER 1, 2011 and ending AUGUST 31, 2014.**

**SHOULD READ:**

This contract is in accordance with the City OF Los Angeles, General Services Department Contract # 59009 for: **LEASING OF PASSENGER COMMUTER VANS** to be furnished and delivered as may be required during the **contract period commencing SEPTEMBER 1, 2011 and ending June 30, 2014 consistent with the City of Los Angeles contract period.**

Clarification / Correction #2 on page 6:

IS:

**NOTE:** It is the intent of the Los Angeles Harbor Department to exercise renewal options in accordance with renewal options exercised by Los Angeles World Airports Department.

**SHOULD READ:**

**NOTE:** It is the intent of the Los Angeles Harbor Department to exercise renewal options in accordance with renewal options exercised by **City of Los Angeles, General Services Department.**

All other specifications, terms, and conditions shall remain the same.

QUESTIONS, BUYER: Juan A. Benitez, (310) 732-3890.

Please attach this addendum to your bid.

Regards,

Juan A. Benitez  
Procurement Supervisor