

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

BID NO. F-1081 Page 1

Show this number on envelope

Contract No. 39923

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, terms and conditions, 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: Alhambra, CA ON THE 19 DAY OF June, 2020  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name 72 Hock LLC, DBA National Auto fleet Group  
Phone 855-289-6572 Fax 831-480-8497  
Address 490 Auto Center Drive Watsonville CA 95076  
Street City State Zip

[Signature] Jesse Cooper Vice-President  
Signature Printed Name Printed Title

[Signature] Neil Carroll Secretary  
Signature Printed Name Printed Title

(AFFIX CORPORATE SEAL HERE)

(Approved Corporate Signature Methods)

- 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 _____, 202_	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 form and legality _____, 202_  City Attorney  BY _____ Deputy
Notary Seal Signature		

# REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1081**

<p style="text-align: center;"><b><u>SUBMIT BID TO:</u></b></p> <p style="text-align: center;">Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p style="text-align: center;"><b><u>OFFICE HOURS:</u></b></p> <p style="text-align: center;">7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p><b>BID DUE BEFORE</b> <b>11:00 A.M.</b> <b>APRIL 15, 2020</b></p>
<p><b>Buyer:</b> Juan Benitez, Procurement Supervisor      (310) 732-3890 <b>Email:</b> JBenitez@portla.org</p>	<p><b>BIDS WILL BE PUBLICLY OPENED</b></p>

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
-------------------	-----------------------	-------------------	-----------

## LIGHT/MEDIUM/HEAVY DUTY TRUCKS AND PASSENGER CARS

This contract is in accordance with the SOURCEWELL Contract No. 120716-NAF, for the annual requirements of the Los Angeles Harbor Department: **LIGHT/MEDIUM/HEAVY DUTY TRUCKS AND PASSENGER CARS** to be furnished and delivered as may be upon the execution of the contract for a period of one-year from the date of contract execution, including two, one-year renewal options, subject to the approval of the Executive Director.

**PRICES QUOTED ARE IN ACCORDANCE WITH SOURCEWELL CONTRACT NO. 120716-NAF, COOPERATIVE PURCHASE ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).**

The terms of the SOURCEWELL and 72 Hour LLC dba National Auto Fleet Group ["NAF" (vendor)] Contract No. 120716-NAF, as amended (the "SOURCEWELL" Contract), are incorporated herein. Also, Exhibit 1, the SOURCEWELL piggyback Contract by and between the Harbor Department and 72 Hour LLC dba National Auto Fleet Group ["NAF"] is attached hereto and incorporated herein. To the extent that the terms and conditions of Exhibit 1 are in conflict with the terms and conditions contained in this contract, the terms and conditions of Exhibit 1 will govern.

**PRICE TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX.**

The terms of the attached SOURCEWELL Contract No. 120716-NAF are incorporated herein.

REQ. NO.: E-20-0093 NOTIFY: D. Orozco PAGE 2	STATE TIME OF DELIVERY: <u>180</u> DAYS AFTER RECEIPT OF ORDER TERMS DISCOUNT FOR PAYMENT WITHIN <u>    </u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
--	--

# REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1081  
(SHOW THIS NUMBER ON ENVELOPE)

## 1. BASE PRICING with DELIVERY:

All SOURCEWELL Member prices will become available with 90-120 days after award so that [www.nationalautofleetgroup.com](http://www.nationalautofleetgroup.com) can build web application to provide a one stop shop solution to its member's vehicles needs.

All prices will be used using the same formula as these 10 specifications and SOURCEWELL members will not be charged more than what is posted on [www.nationalautofleetgroup.com](http://www.nationalautofleetgroup.com) for validation purposes.

## 2. Tire Fees

\$ 8.75 / unit

## **BIDDER'S INSTRUCTIONS**

**REQUEST FOR QUOTATION BIDDER RESPONSIVENESS.** In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

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

## **BID SUBMITTAL TIMELINESS**

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

**AWARD.** The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

# REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1081  
(SHOW THIS NUMBER ON ENVELOPE)

## SUPPLIER CONTACT INFORMATION:

Contact Person: Jesse Cooper

Title: Vice President

Telephone No.: 855-289-6572

Fax No.: 831-480-8497

E-Mail Address: JCooper@NationalAutoFleetGroup.com

24 Hour Contact No.: 951-440-0585

## **CONTRACTUAL TERMS SECTION**

**SURVIVABILITY.** Contracts awarded using the authority provided by the SOURCEWELL Contract will survive the "72 Hour LLC dba National Auto fleet Contract itself. As a Customer purchasing, renting or leasing the equipment, the Harbor Department will continue to receive ongoing service from the Successful Vendor at the agreed upon 72 Hour LLC dba National Auto Fleet Group's Contract rate through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing SOURCEWELL Contract through that final term and any subsequent renewals and extensions.

Upon the Contract termination, Customers and Successful Vendors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the Customer will reserve the right to terminate these placements with 30 days written notice and without termination penalties.

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

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

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS.

# REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1081

(SHOW THIS NUMBER ON ENVELOPE)

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

**- WHEN QUOTING INTERNET / ON-LINE CATALOGS AND PRICE LISTS:**

The bidder shall provide, in its quotation, access to a secured (https) website for the City of Los Angeles Purchasing Agent to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The successful bidder shall provide website access to all City customers placing orders. The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

**- WHEN NO CATALOG OR PRICE LIST EXISTS:**

When manufacturer's price lists do not exist or are not otherwise available for Cost Plus Mark-Up contracts, the following shall apply:

Prices charged the City are based on a Cost Plus Percentage Mark Up to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage mark-up is to remain firm for the duration of the contract, including renewal option periods.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Sub-Purchase Order shall be submitted with the contractor's invoice. Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the contractor's invoice.

- For price verification purposes, the vendor may be asked to provide any of the following to the Port: page # where price is located, print out of web page pricing, excel row # for submitted excel price lists and/or copy of manufacturer's, distributor's, sub-supplier's, or other supply chain source's quotation.

**AUTHORIZED DISTRIBUTOR/DEALER:**

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

Yes:     *JL*          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.

# REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1081  
(SHOW THIS NUMBER ON ENVELOPE)

**ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be **\$3,500,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

**PRICE GUARANTEE.** Prices are maximum for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Harbor Department.

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

Yes (YES or NO) Option granted for one additional year.

Yes (YES or 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.

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

Yes (YES or NO) Option granted for one additional year at a price increase not to exceed 3 %.

Yes (YES or NO) Option granted for second additional year at a price increase not to exceed 3 % over first option year prices.

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

# REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1081

(SHOW THIS NUMBER ON ENVELOPE)

**SHIPPING CHARGES.** Please prepay and add shipping or delivery charges to your invoices. Ship cheapest way, unless otherwise specified herein, for goods to arrive within the time specified above. Please include copy of your freight bill with your invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON THIS ORDER.

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

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

## **MATERIAL, EQUIPMENT, SERVICE**

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

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

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

**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.

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

## **DELIVERY CLAUSES**

**DELIVERY POINT.** Prices to include all delivery charges, F.O.B. the Harbor Department, Jobsite Location.

**DELIVERY.** Delivery is desired within five (5) days 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 COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1081  
(SHOW THIS NUMBER ON ENVELOPE)

**NOTIFICATION.** The vendor shall notify David Orozco, C & M Division of the Port of Los Angeles at (310) 732- 3403 not less than three (3) days in advance that the equipment is ready for delivery.

## **FINANCIAL CLAUSES**

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

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

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 101-135239.

**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.

**TAX CODE 4.** (Out of State Vendors)

Plus applicable sales and/or use tax to be paid directly to the State of California unless vendor has a California Tax Permit Number which must appear on the invoice.

**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: National Auto fleet Group

ADDRESS: 490 Auto Center Drive

Watsonville, CA 95076

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

## **GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE**

**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.

# REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1081

(SHOW THIS NUMBER ON ENVELOPE)

## **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 Attachment) 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).

## **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 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.

# REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1081

(SHOW THIS NUMBER ON ENVELOPE)

**SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES:** It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

**EQUAL BENEFITS POLICY.** The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

**IRAN CONTRACTING ACT OF 2010.** The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting bids for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Attachment, Exhibit G).

**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.

# REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1081

(SHOW THIS NUMBER ON ENVELOPE)

## 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, facsimile, or electronic 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.

conformity with tariff or classification requirements.
  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.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.
  3. **SPECIFICATION CHANGES.** Contractor may request in writing that specifications be modified if its provisions restrict Contractor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All Contractors will be notified by Addendum of any approved changes in the specifications.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.
  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. Contractor must describe variations in their Bid.

Materials shall be listed separately on invoices covering repairs or installation service.
  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 Contractor. The City may make combined award of all items complete to one Contractor or may award separate items to various Contractors. Contractors 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.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.
  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.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.
  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.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.
  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.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.
  9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
  10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.

12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.
  11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

**NOTE:** THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
- All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in

# REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1081**

(SHOW THIS NUMBER ON ENVELOPE)

California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

19. **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.
20. **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.
21. **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.
22. **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 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.
23. **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 Contractor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116