

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

BID NO. F-912 Page 1
Show this number on envelope

Contract No. 39755

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: CALIFORNIA ON THE 28 DAY OF MAY, 2015
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name IHS GLOBAL, INC.
Phone 1-415-264-6646 Fax 1-415-264-6646
Address 15 INVERNESS WAY, EAST ENGELWOOD, CO. 80012
Street City State Zip
Signature Wael Jarous Printed Name Wael Jarous Printed Title VICE PRESIDENT
Signature Joe Davis Printed Name JOE DAVIS Printed Title SECRETARY

(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>5</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 form and legality <u>August 6</u> , 201 <u>5</u> City Attorney BY <u>[Signature]</u> Deputy
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-912

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.
June 5, 2015**

Buyer: Leticia Caldera, Procurement Analyst (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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BIDS are requested for the annual requirements of the Los Angeles Harbor Department for a **SUBSCRIPTION, MARITIME TRADE DATA** to be furnished and delivered as may be required during the contract period commencing July 1, 2015 and ending June 30, 2016.

PRICES TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX.

1.	12	MO	Each \$ <u>13,750.⁰⁰</u>	\$ <u>165,000.⁰⁰</u>
MONTHLY FEE, SUBSCRIPTION, MARITIME TRADE DATA				

The Harbor Department is seeking to contract with one (1) data supplier for the electronic/online procurement of Maritime Trade Data. A prospective data supplier must provide the following deliverable:

- Monthly data for **ALL** United States waterborne containerized and non-containerized cargo imports and exports as documented in house and master bills of lading

Bids that cannot provide data for **ALL** import and export transactions (whether filed with US Customs and Border Protection electronically or via paper) will be deemed non-responsive.

(continue to next page)

REQ. NO.: V-16-001 NOTIFY: M. Zamora 5/22/2015 LC:rm 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
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FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-912
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: JUNE 5, 2015

Data fields must, at minimum, include:

- Date (month, day, and year) of vessel arrival/departure
- US port of loading or arrival
- Foreign port of loading or discharge
- Country of origin or destination
- Origin or destination city
- Origin or destination state
- Harmonized Tariff code at the 6-digit level
- Shipping line
- Vessel name
- Company name and address information for foreign exporter/importer
- Company name and address information for domestic importer/exporter
- Direction of transit
- Cargo volume in TEUs
- Cargo weight in metric tons

Current and recent historical data must be accessible to Harbor Department staff at all times. Staff must be able to query the online database to generate summary reports on a monthly basis.

BIDDER 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 and the Los Angeles Business Assistance Virtual Network website – 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.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-912

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: JUNE 5, 2015

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

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

SUPPLIER CONTACT INFORMATION

Contact Person: RICHARD E. HANFT

Title: DIRECTOR - STRATEGIC ACCOUNTS

Telephone No.: 1-415-264-6646

Fax No.: 1-415-264-6646

E-Mail Address: RICHARD.HANFT@IHS.COM

24 Hour Contact No.: 1-415-264-6646

CONTRACTUAL TERMS SECTION

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.

ESTIMATED EXPENDITURE Total expenditures under this contract are estimated to be \$165,000.00 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 and/or the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-912

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: JUNE 5, 2015

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

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

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

} SEE ATTACHED
ADDENDUM # 1

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 BOARD OF HARBOR COMMISSIONERS.

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.

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

Yes: *JA* 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.

DELIVERY / DELIVERABLES

NOTIFICATION For deliverables, contact Michael Zamora/Planning and Strategy Division at (310) 732-3850.

DELIVERY POINT Prices to include all delivery charges, F.O.B. Port of Los Angeles, Planning and Strategy Division, 425 S. Palos Verdes Street, San Pedro, CA 90731.

TO:

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 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 vendor's 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 4 %.

NO (YES or NO) Option granted for second additional year at a price increase not to exceed _____% 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.

NOTE: ALL OPTIONS GRANTED ARE SUBJECT TO APPROVAL BY THE BOARD OF HARBOR COMMISSIONERS.

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

For questions, please contact Leticia Caldera (310) 732-3890.

Please attach this addendum to your bid.

Regards,



Leticia Caldera
Procurement Analyst

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-912
(SHOW THIS NUMBER ON ENVELOPE)

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FINANCIAL SECTION

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

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

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

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.**

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: LHS GLOBAL, INC.
ADDRESS: 15 INVERNESS WAY
EAST ENGLEWOOD, CO. 80112

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.

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.

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BID NO. F-912

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GENERAL RULES AND REGULATIONS

LOCAL BUSINESS PREFERENCE PROGRAM The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

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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.

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.

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:

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-912

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: JUNE 5, 2015

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 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
18. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Bidder is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

END

No. 285 Rev. 10/12-116

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Bidder Description Form is true and correct and includes all material information necessary to identify and explain the operations of

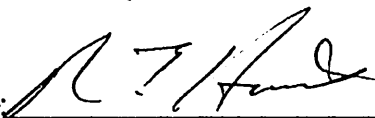
Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 
Printed Name: R. E. HANFT

Title: DIRECTOR
Date Signed: MAY 28, 2015

NOTARY:

On this _____ day of _____, 20____, before me appeared _____
Name to me personally known, who being duly sworn, did execute the

foregoing affidavit, and did state that he/she was properly authorized by:

_____ to execute the affidavit and did so as his or her free act and deed.
Name of Firm

SEAL

Notary Public: _____
Commission Expires: _____

Bidder Description Form

BIDDER:

Contract Title: SUBSCRIPTION - MARITIME TRADE DATA
Business Name: IHS GLOBAL, INC. Award Total: \$ _____
Local Business Enterprise: YES _____ NO (Check only one)
Address: 15 INVERNESS WAY, EAST ENGELWOOD, CO
City/State/Zip: EAST ENGELWOOD, CO. 80112
Telephone: (415) 264-6646 FAX: (415) 264-6646
Contact Person/Title: RICHARD HANKT, DIRECTOR
Email Address: RICHARD.HANKT@IHS.COM

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

*Attach additional sheets if necessary



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail 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-912 39755

Date Bid Submitted:

MAY 28, 2015

Description of Contract:

SUBSCRIPTION - MARITIME TRADE DATA

Awarding Authority (Department):

HARBOR DEPT. - PORT OF LOS ANGELES

BIDDER

Name: IHS GLOBAL, INC.

Address: 15 INVERNESS WAY, EAST ENGELWOOD, CO. 80112

Email (optional): RICHARD.HANFT@IHS.COM Phone: 1-415-264-6646

State Contractor ID: NOT APPLICABLE

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: SCOTT KELLY Title: IHS PRESIDENT + CEO

Address: 15 INVERNESS WAY, EAST ENGELWOOD, CO. 80112

Name: STEVE GREEN Title: EXEC. VP, LEGAL

Address: 15 INVERNESS WAY, EAST ENGELWOOD, CO. 80112

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

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



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1980

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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 City Hall — 24th Floor
 Los Angeles, CA 90012
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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: 5/28/2015

Signature: [Handwritten Signature]

Name: R. E. HAFT

Title: DIRECTOR

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.

BID RECAP SHEET

VENDOR		Datamyne, Inc.		IHS Global, Inc.			
CITY, STATE		Miami, FL		East Engelwood, CO			
ITEM	QTY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
1.	12	\$ 5,000.00	\$ 60,000.00	\$ 13,750.00	\$ 165,000.00	\$ -	\$ -
subscription	mo	\$ -		\$ -		\$ -	
monthly fee		imports					
2.	12	\$ 2,000.00	\$ 24,000.00	\$ -	\$ -	\$ -	\$ -
	mo	\$ -		\$ -		\$ -	
		exports					
3.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -		\$ -	
4.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -		\$ -	
5.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -		\$ -	
	LB	No		No			
SUBTOTAL		\$ 84,000.00	\$ 84,000.00	\$ 165,000.00	\$ 165,000.00	\$ -	\$ -
DISCOUNT TOTAL		\$ 84,000.00		\$ 165,000.00		\$ -	
DELIVERY							
BILLING DISCOUNT		0.00%		0.00%			
BILLING DAYS		30 days		30 days			
SLB PREFERENCE (10%)		n/a		n/a			
LB PREFERENCE *							
F.O.B.		Destination		Destination			
AWARDED TO:	VENDOR NO.	PO NO.	ITEMS	REASONS			
			ALL				
DATE: 6/11/2015	BID NO:	F-912					
	CONTRACT NO:	39755					
	BID TITLE:	Subscription for Maritime Trade Data					
BUYER: Leticia Caldera	* See Local Business Preference Program description for preference amounts.						
	Requisition No.: V-16-001						
Estimated Annual Expenditure: \$165,000						PAGE 1 OF 1	

CITY OF LOS ANGELES
HARBOR DEPARTMENT - PURCHASING DIVISION

BID TRANSMITTAL

TO: Michael Zamora
Planning and Strategy Division

DATE: June 12, 2015

PURCHASE REQUISITION NO: V-16-001

BID NO: F-912

CONTRACT/ PO NO: 39755

DESCRIPTION: SUBSCRIPTION FOR MARITIME TRADE DATA

Attached for your review are the bids and price summary related to the above described item. Your approval signature is required to proceed with the procurement process. A recommendation for award must be made to the lowest bidder that is in compliance with all specifications. If you are recommending an award away from the lowest bidder, please identify the alternate bidder and include a justification below.

LOWEST BIDDER: Datamyne, Inc.
Total \$84,000.00 annually

ALTERNATE RECOMMENDATION:

IHS Global, Inc.

JUSTIFICATION (reason why lowest bidder does not comply with specs):
While Datamyne states that they are currently able to provide over 94 percent of containerized export data, the Harbor Department requires 100 percent of export data in order to have a full data set.

Approval: 
(signature)

Date: June 18, 2015 Phone: 732-7653

Purchasing this item is delayed until this form is signed and returned to Purchasing staff. If this purchase is over \$150,000 a draft board report must accompany this form.

What happens after Purchasing receives my signed Bid Transmittal?
If purchase is less than \$100K, a PO will be drafted and award made as recommended.
If purchase is between \$100K-\$150K, winning bid is forwarded to City Attorney for review and then forwarded to Senior Manager for signature.
If purchase is more than \$150K, winning bid and draft board report is forwarded to City Attorney for review. Award cannot be initiated until after the Board approves the purchase. It is the end-user's responsibility to notify Purchasing that an item is approved by the Board.

If you have any questions regarding this bid, please contact Leticia Caldera at x0403.