

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

BID NO. F-1252 Page 1

Show this number on envelope

Agreement No. \_\_\_\_\_  
(internal use only)

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: Orange, California ON THE 1st DAY OF August, 2025  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise/Enterprise Rideshare

Phone 657-221-4400 Fax 714-784-4231

Address 333 City Boulevard Suite 1105, Orange CA 92868  
Street City State Zip

Thomas Klingler Vice President of Finance  
Signature Printed Name Printed Title

Signature Printed Name Printed Title  
**(Approved Corporate Signature Methods)**

a) **Two WET 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 WET 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 _____, 2025 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>September 15</u> , 2025 City Attorney BY <u>Jennifer Meek</u> Deputy
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**ACTION BY UNANIMOUS WRITTEN CONSENT OF THE**  
**BOARD OF MANAGERS OF**  
**ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC**

The undersigned, being all of the members of the Board of Managers (the "Board of Managers") of Enterprise Rent-A-Car Company of Los Angeles, LLC, a Delaware limited liability company (the "Company"), acting without notice or a meeting, do hereby waive notice and the holding of such meeting, and hereby consent to, adopt and vote in favor of the following resolution as an action of the Board of Managers pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act (the "LLC Act"), which consent and action are intended to have the same force and effect as if the actions taken hereby had been taken at a meeting of the Board of Managers duly called and held in accordance with the LLC Act and the limited liability company agreement of the Company:

**RESOLVED**, that the individuals listed below in their capacities with the Company, shall be granted the authority to act alone, independently of each other, on behalf of the Company, the power to do all things necessary or convenient to carry out the day-to-day business and affairs of the Company; including but not limited to: entering into leases, contracts, and agreements in the ordinary course of business with any governmental entities or agencies necessary to acquire the necessary business licenses, permits and/or other required documents to operate the Company's business; to sell or otherwise transfer or acquire vehicles or the use of vehicles in the ordinary course of the Company's business; and to execute, acknowledge and deliver any and all documents appropriate to the foregoing, and to apply Company assets thereto.

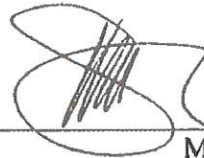
Todd, Ryan	Vice President/GM
Bowman, Scott	Vice President
Boyle, Tom	Vice President
Butelo, Brian	Vice President
Fox, Steven L.	Vice President
Klingler, Thomas A.	Vice President
Brandon, Valerie M	Regional Vice President
Brantham, Joel Thomas	Regional Vice President
Doyle, Kyle	Regional Vice President
Edwards, James M.	Regional Vice President
Foye, Krista	Regional Vice President
Newman, Brian E	Regional Vice President
O'Brien, Josh	Regional Vice President

Rein Hoffman, Kaia K  
Twyman, Shaun

Regional Vice President  
Regional Vice President

**RESOLVED FURTHER**, any prior acts taken on behalf of the Company, by any of the individuals listed, are hereby ratified and approved by the Board of Managers of the Company.

The undersigned, constituting all of the Managers of Enterprise Rent-A-Car Company of Los Angeles, LLC hereby unanimously consent to and adopt the foregoing actions and resolutions as of the            day of June 2024.



Michael W. Andrew Jr.



Christine B. Taylor



Russell A. Willey

Constituting all of the Managers of  
Enterprise Rent-A-Car Company of Los Angeles, LLC

# FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1252**

<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 style="text-align: center;"><b>BID DUE ON OR BEFORE:</b></p> <p style="text-align: center;"><b>WEDNESDAY AUGUST 13, 2025</b></p> <p style="text-align: center;">11:00AM PST</p>
<p><b><u>Buyer:</u> Danielle Nappi, Procurement Analyst      <a href="mailto:dnappi@portla.org">dnappi@portla.org</a></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
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## VANPOOL VEHICLES LEASING AND SERVICES

**THIS CONTRACT IS IN ACCORDANCE WITH THE CITY OF LOS ANGELES, GENERAL SERVICES DEPARTMENT ["GSD"] AND ENTERPRISE RIDESHARE CONTRACT NO. ARC 40 250000000065. A COOPERATIVE PURCHASE ARRANGEMENT PER CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, CHAPTER 2, SECTION 10.15 (a) (8), FOR THE ANNUAL REQUIREMENTS OF THE LOS ANGELES HARBOR DEPARTMENT FOR VANPOOL VEHICLES LEASING AND SERVICES TO BE FURNISHED FOR A ONE-YEAR PERIOD COMMENCING UPON CONTRACT EXECUTION.**

**PRICE AND TERMS OF CONTRACT NO. ARC 40 250000000065 BETWEEN THE CITY OF LOS ANGELES, GENERAL SERVICES DEPARTMENT ["GSD"] AND ENTERPRISE RIDESHARE are incorporated herein (See Attachment A). To the extent that the terms and conditions of Attachment A are in conflict with the terms and conditions contained in this contract, the terms and conditions of Attachment A will govern.**

The Harbor Department requires the following type and number of vans:

VAN	QUANTITY
7 Passenger	11
8 Passenger	5
10 Passenger	5

The Harbor Department reserves the right to modify the number of vehicles at any time during the Contract based on the Harbor Department's requirements.      Add 5 days

REQ. NO.: Q-26-001 NOTIFY: K. De Anda PAGE 2	STATE TIME OF DELIVERY: <u>5</u> DAYS AFTER RECEIPT OF ORDER TERMS DISCOUNT FOR PAYMENT WITHIN <u>n/a</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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## BIDDERS INSTRUCTIONS

**REQUEST FOR QUOTATION BIDDER RESPONSIVENESS.** In order to be responsive, bidder 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.

**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.

## CONTRACTUAL TERMS SECTION

**SURVIVABILITY.** Contracts awarded using the authority provided by GSD CONTRACT NO. ARC 40 250000000065, referenced above will survive GSD CONTRACT NO. ARC 40 250000000065 contract itself. As a Customer purchasing, renting or leasing the equipment, the Harbor Department will continue to receive ongoing service from Enterprise Rideshare at the agreed upon GSD CONTRACT NO. ARC 40 250000000065 rate through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing GSD CONTRACT NO. ARC 40 250000000065, referenced above 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.

**ESTIMATED EXPENDITURE.** Total expenditures under this contract are estimated to be **\$1,278,180.00 structured as \$260,460 for the 1<sup>st</sup> year, \$508,860 for the 2<sup>nd</sup> year and \$508,860 for the 3<sup>rd</sup> and final year annually.** No guarantee can be given that this total will be reached. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period,

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however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

**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.

**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 maintenance service is the responsibility of the vendor.

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

**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 of the Cooperative Agreement with GSD Contract ARC 40 250000000065.

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

Yes \_\_\_\_\_ (YES or NO) Option granted for second additional year.

**SAFETY AND HEALTH REQUIREMENTS.** All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

**AUTHORIZED DISTRIBUTOR/DEALER:**

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

Yes: \_\_\_\_\_ No: AK

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

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## SUPPLIER CONTACT INFORMATION:

Contact Person: Eric Curtis

Title: Group Commute Manager

Telephone No.: 949-413-4270

Fax No.: 714-784-4231

E-Mail Address: Eric.M.Curtis@em.com

24 Hour Contact No.: 949-413-4270

## BUSINESS HOURS: Vendor to indicate business hours:

Monday-Friday: 7:00 A.M. to 6:00 P.M.

Saturday: 24hr. Roadside A.M. to 24hr. Roadside P.M.

Sunday: 24hr. Roadside A.M. to 24hr. Roadside P.M.

**INDEMNIFICATION.** Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

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## INSURANCE SECTION

### **INDEMNIFICATION AND INSURANCE:**

#### Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

#### Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system KwikComply at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

#### **PRIMARY COVERAGE**

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

#### **ADDITIONAL INSURED**

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

#### **NOTICE OF CANCELLATION**

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City

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of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

## RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

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

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

### NOTE

**FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.**

### General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system KwikComply at <https://kwikcomply.org/>.

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## Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system KwikComply at <https://kwikcomply.org/>.

## Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system KwikComply at <https://kwikcomply.org/>.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:



                     (initial)

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## FINANCIAL SECTION

**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: Commute with Enterprise

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ADDRESS: P.O. Box 804935, Kansas City, Mo 64180-4935

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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.** Vendor 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.

**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 101277944-00239.

## GENERAL RULES AND REGULATIONS

**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

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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.

**CITY ETHICS COMMISSION (CEC) FORMS 50 and 55.** 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 50 and 55 (Exhibits 2 and 3) 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 completed CEC Forms 50 and 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)

**TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

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

**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.

**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.

**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 D).

## **REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP)**

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

Vendor RAMP ID: 16664 (required).

**FORMAL REQUEST FOR COOPERATIVE AGREEMENT**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1252**  
(SHOW THIS NUMBER ON ENVELOPE)

**DEFAULT BY SUPPLIER.** In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

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

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# FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1252  
(SHOW THIS NUMBER ON ENVELOPE)

## GENERAL CONDITIONS READ CAREFULLY

- 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.
- 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.
- SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
- 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. Vendor must describe variations in their Bid.
- 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 vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

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 conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

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.

Materials shall be listed separately on invoices covering repairs or installation service.

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

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

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

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.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

- TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.

- CITY OF LOS ANGELES MUNICIPAL CODE:** All Items must meet the requirements of the City of Los Angeles Municipal Code.
- PAYMENTS.** Payment terms are NET 30 days unless vendor 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.
- ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
- 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.
- 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.
- 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

# FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1252**

(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 Vendor 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

# CITY OF LOS ANGELES

City of Los Angeles Purchasing Agent  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012



## ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 250000000065 1	Rental, Vanpool	RFB 40 250000910039
Contract Dates	Payment Terms	Delivery Days ARO
03-07-25 to 03-31-28	0% Net 30	Please refer to each line item for delivery days.
Central Purchasing	Vendor	Bill To
Contact: Claudia Landrum Phone: +1 213-928-9540 E-mail: Claudia.Landrum@lacity.org	000041304 ENTERPRISE RIDESHARE 2861 E CORONADO ST ANAHEIM, CA 92806	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

Extended Description	
Procurement Analyst: Claudia Landrum E-mail address: claudia.landrum@lacity.org	Phone Number: (213) 928-9540 Fax Number: (213) 928-9511
Requirements Contract for: Rental, Vanpool	
<p>You are hereby notified of the award of this contract with the City of Los Angeles in accordance with the City's Attachment B Specifications and RFB 250000910039, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.</p> <p>NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.                      The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.</p>	

### Renewal Period Options

Option	Effective Date	Expiration Date
1	04-01-28	03-31-29
2	04-01-29	03-31-30

### Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	25101505	Rental, 2025 Chrysler Pacifica	EA	\$1,400.0000		
<b>Extended Description:</b> 7-Passenger Minivan/ Crossover, SUV						
<b>Delivery Days ARO:</b> 0						
2	25101505	Rental, 2025 Toyota Sienna	EA	\$1,525.0000		
<b>Extended Description:</b> 7-Passenger Hybrid Minivan						
<b>Delivery Days ARO:</b> 0						
3	25101505	Rental, 2025 Ford Transit T350 LWB	EA	\$1,700.0000		
<b>Extended Description:</b> 7-Passenger Long Wheel Base, Low-roof						
<b>Delivery Days ARO:</b> 0						
4	25101505	Rental, 2025 Ford Transit T350 LWB	EA	\$1,720.0000		
<b>Extended Description:</b> 8-Passenger Long Wheel Base, Low-roof						
<b>Delivery Days ARO:</b> 0						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
5	25101505	Rental, 2025 Ford Transit T350 LWB <b>Extended Description:</b> 8-Passenger, Long Wheel Base, Mid-roof <b>Delivery Days ARO:</b> 0	EA	\$1,720.0000		
6	25101505	Rental, 2025 Ford Transit T350 LWB <b>Extended Description:</b> 10-Passenger Long Wheel Base, Low-roof <b>Delivery Days ARO:</b> 0	EA	\$1,740.0000		
7	25101505	Rental, 2025 Ford Transit T350 <b>Extended Description:</b> 10-Passenger, Long Wheel Base, Mid-roof <b>Delivery Days ARO:</b> 0	EA	\$1,740.0000		
8	25101505	Rental, 2025 Ford Transit T350 <b>Extended Description:</b> 12-Passenger Long Wheel Base, Low-roof <b>Delivery Days ARO:</b> 0	EA	\$1,760.0000		
9	25101505	Rental, 2025 Ford Transit T350 <b>Extended Description:</b> 12-Passenger Long Wheel Base, Mid-roof <b>Delivery Days ARO:</b> 0	EA	\$1,760.0000		
10	25101505	Wi-Fi, Monthly Fee per Van <b>Extended Description:</b> T-Mobile 5G Wireless Hotspot, Inseego MiFi 5G, Unlimited Data Plan <b>Delivery Days ARO:</b> 0	EA	\$100.0000		
11	25101505	Keys/Remote, Extra <b>Extended Description:</b> Keys/Remote, Extra <b>Delivery Days ARO:</b> 0	EA	\$200.0000		

*Troy A. Lee*  
Authorized By

*CL*

## Annual Requirements Contract Clauses, Terms, and Conditions

### Line Item Provisions

Clauses and Comments on PDF

### Document Provisions

Attachment A on PDF

### Supporting Documents

Section intentionally left blank.

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Procurement Analyst: Claudia Landrum  
E-mail address: claudia.landrum@lacity.org

Phone Number: (213) 928-9540  
Fax Number: (213) 928-9511

Requirements Contract for: Rental, Vanpool

Payment Terms: Net 30 Days

Delivery: As specified in Attachment B – Specification

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with the City's Attachment B Specifications and RFB 250000910039, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

**NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.**

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

**SUPPLIER CONTACT:**

Contact Person: Thomas Klinger  
Title: Vice President of Finance  
Telephone No.: 657-221-4400  
E-Mail Address: Thomas.a.klinger@em.com

**CONTRACT PURCHASE ORDERS:**

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

**ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE & HOSTED CATALOG CONTRACTS:**

Unit Prices for each fixed item shall be held firm for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent.

STANDARD PRODUCT WARRANTY: Page 1 of 3

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The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. In no case shall the supplier's warranty period be less than, but may be longer than any express warranty or implied warranty of merchantability or fitness for use.

**ENVIRONMENTALLY PREFERABLE PRODUCTS:**

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

**AUTHORIZED DISTRIBUTOR/DEALER:**

The supplier indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided 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 supplier.

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.

**QUARTERLY REPORTS:**

The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the City (contract inception to report date).

2) Environmentally Preferable Product (EPP) Report that indicates the quantity and description of products sold to the City that are considered EPP. This information may be included in the Expenditure Report.

3) Business Inclusion Program Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from MBE, WBE, SBE, EBE, DVBE and OBE sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the following month to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

**CONTRACT PERFORMANCE REVIEWS:**

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing on the supplier's and the City's meeting product and service quality levels stated in the Contract, adherence to the Contract

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terms and conditions, and providing a forum to informally discuss opportunities for improving products, services, Contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

**LIQUIDATED DAMAGES FOR LATE DELIVERY:**

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

**INSURANCE:**

The suppliers General Liability and Workers Compensation Insurance Certificates are recorded in the City Administrative Officer's Risk Management [kwikcomply.org](http://kwikcomply.org)

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## ATTACHMENT A

### **REQUEST FOR QUOTATION BIDDER INSTRUCTIONS AND GENERAL TERMS AND CONDITIONS FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS**

#### **READ CAREFULLY**

#### **ON-LINE BIDDER INFORMATION AND FORMS**

All companies wishing to bid on City of Los Angeles purchases are directed to the Los Angeles Vendor Self Service (LAVSS) – <https://lavss.lacity.org>– and the Regional Alliance Marketplace for Procurement (RAMP) – [www.rampla.org](http://www.rampla.org) – to register as bidders and to complete the City’s Equal Benefits Ordinance; First Source Hiring Ordinance; and Disclosure Ordinance Affidavits.

Questions regarding the Affidavits and compliance with the City’s requirements should be directed to the Bureau of Contract Administration, (213) 847-2625 or (213) 847-2631, or via e-mail to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org).

#### **BIDDER INSTRUCTIONS (BI)**

**All communications regarding the Request for Quotation (RFQ) shall be directed in writing to the Central Purchasing contact listed. Written communication may be made via e-mail, facsimile, U. S. Mail, or delivery service.**

##### **BI-1. Request for Quotation Bidder Responsiveness:**

In order to be responsive, bidders shall complete and return all Quotation documents requested by the City, including addenda, specifications, drawings and all forms.

It shall be the bidder’s responsibility to provide one (1) original, as requested, of the completed Quotation documents. The original shall include all Quotation documents requested by the City 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 City at the Quotation closing date and time.

Any bidder who fails to respond to RFQ’s for a period of three (3) years may be removed from the City’s Supplier Database.

If you are receiving RFQ’s for commodities or services that you are unable to provide to the City, it shall be your responsibility to inform the Purchasing Agent, in writing and on company letterhead, requesting that your company be removed from the commodity listing.

##### **BI-2. Form of Quotation and Signature:**

The Quotation must be made on the City form only. Telegraphic quotations are not acceptable. Facsimile Quotations may be submitted only when requested by the City Purchasing Agent as a Request for Fax Quotation. The Quotation must be signed with the firm corporate name 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 specifications provide for adjustment.**

##### **BI-3. New and Unused:**

The equipment/products/materials furnished shall be new and unused, but may contain recycled materials in compliance with City, State, and Federal materials recycling guidelines and requirements.

##### **BI-4. Cost of Preparing Quotations:**

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The City is not liable for any costs incurred by bidders in the preparation and presentation of Quotations submitted in response to this RFQ.

**BI-5. Taxes:**

Do not include any Sales Taxes or Federal Excise Tax in prices quoted unless the specifications require that Sales Tax be included. Sales Tax will be added by the City at time of award/order. Federal Excise Tax Exemption Certificate will be furnished to the supplier upon request, or IRS Identification No. 95-6000735 may be used to claim the tax exemption. Any other taxes must be included in the Quotation prices.

**BI-6. Delivery Costs:**

Prices quoted shall include all delivery and unloading charges to the City of Los Angeles.

**BI-7. Payments:**

Payment terms are NET 30 Days unless bidder otherwise quotes cash discount terms. Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating Quotations. All cash discounts shall be taken and computed from the date of the City's acceptance of the material or service, or from the date of receipt of invoice by General Services Payment Services, whichever is latest.

The City will make partial payments in accordance with actual deliveries made and accepted by the City. Partial payments will in no way relieve the supplier of its responsibility for completing delivery of the entire order.

**BI-8. Safety Requirements - OSHA and CALOSHA:**

Any equipment or material furnished must conform with the current safety code of the California Division of Industrial Safety and all OSHA requirements, where applicable.

Supplier agrees to comply with the provisions of the California Occupational Safety and Health Act of 1973, or its latest revision, and the standards and regulations issued thereunder. Supplier further certifies that all items furnished under this contract will conform to and comply with said standards and regulations.

Supplier further agrees to indemnify and hold harmless the City of Los Angeles for all damages assessed against the City as a result of supplier's failure to comply with the Act and the standards and regulations issued thereunder, and for the failure of the items furnished under this contract to so comply.

**BI-9. Safety Approval and Certification:**

Items delivered to the City must conform to the safety orders/codes of the California Division of Industrial Safety, CalOSHA, and OSHA where applicable.

Any required certification necessary to place equipment or other items into service shall be the supplier's responsibility. A copy of the certification shall be delivered with the equipment or items.

All Electrical items shall have Underwriter's Laboratory Listing or Approval.

**BI-10. "Or Equal":**

Whenever a particular product or brand name is specified it shall be deemed to be followed by the words "or equal".

**BI-11. Specifications and Deviations from Specifications:**

Specifications in the RFQ may consist of design, performance, or brand name specifications, or any combination thereof. The specifications are descriptive and indicate the quality, design and construction of the equipment or materials desired, and are not intended to be restrictive.

Quotations will be considered for equipment or materials deviating from the specifications if such products comply substantially with the specifications. Each deviation from the specifications must be stated in a letter attached to your quotation. Where specific brand, make, and/or model numbers are referenced, bidders quoting on other brands, makes and/or models must indicate so in the line item space

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provided. The specified brand, make and/or model must be furnished unless otherwise indicated by the bidder.

If provisions of the specifications restrict bidder from bidding, bidder may request in writing that the specifications be modified. Such request must be received by the Purchasing Agent at least two (2) calendar days before the Quotation closing date. All bidders will be notified by Addendum of any approved changes in the specifications.

City of Los Angeles staff shall be the sole determiner of substantial compliance with the specifications. Failure to submit or disclose deviations from the RFQ specifications will make your Quotation non-responsive.

**BI-12. Illustrative and Technical Data, Drawings and Printed Literature:**

Bidder shall submit complete illustrative and technical data, drawings, and /or printed literature for the materials or equipment quoted. Deviations from specifications contained within printed literature will not be accepted. Only separately stated written deviations will be considered and/or accepted. Failure to furnish such data, drawings or literature may void your quotation.

**BI-13. Hazardous Substances/Chemicals:**

Specifications including products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations, State of California, pursuant to California Labor Code Sections 6380- 6386, require Safety Data Sheets (SDS) be prepared in compliance with Title 8, California Code of Regulations, Section 5194. SDS shall accompany this Quotation.

Chemicals shall be free of known carcinogens, and shall comply with the current Safety Code of the California Division of Industrial Safety, and with all OSHA requirements.

If any ingredient in the product quoted is a carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC), bidder shall separately identify such ingredients as a carcinogen. Bidder is advised that the products will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available. A copy of the SDS shall accompany each product shipment to a City facility. Products/chemicals shall be delivered in containers labeled with the product's common chemical name and the common or technical name of each of the product's chemical ingredients, together with a statement of precautions to be taken in product use.

A copy of the SDS shall be available at location of use in the performance of the contract.

**BI-14. Withdrawal of Quotations:**

Bidder may withdraw Quotation in writing at any time prior to the RFQ Closing Date. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the bidder must be submitted to the Procurement Analyst. After withdrawing a previously submitted Quotation, the bidder may submit another Quotation at any time up to the RFQ Closing Date.

**BI-15. Waiver of Irregularities, Informalities, and Rejection of Quotations:**

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Quotation.

The City also reserves the right, as the interest of the City requires, to reject any or all Quotations, to reject unapproved alternate Quotations, and the right to reject the Quotation of any bidder that has previously failed to perform competently in any prior business relationship with the City, as determined through a Supplier Responsibility Hearing.

The rejection of any or all Quotations shall not render the City liable for costs or damages.

**BI-16. Quotations Property of City/Proprietary Bid Material:**

All Quotations submitted shall become the property of the City of Los Angeles and subject to the State of California Public Records Act. Bidders must identify all copyrighted material, trade secrets or other

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proprietary information that the bidders claim are exempt from the California Public Records Act (California Government Code Section 6350 et seq.).

Bidder hereby warrants and represents that in submitting its Quotation, it has not included or disclosed any intellectual property rights of any third party without authorization or license from the respective third party intellectual property rights owner(s). Bidder hereby further warrants and represents that in performing the contract, if awarded, Bidder would not directly or contributorily infringe upon any intellectual property rights of any third party, including without limitation trademarks, copyrights, patents, trade dress, trade secrets, know-how and proprietary information.

In the event a bidder claims such an exemption, the bidder is required to state in the Quotation the following: "The bidder will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, intellectual property rights or other proprietary information to any person making a request therefore."

Failure to include such a statement shall constitute a waiver of a bidder's right to exemption from this disclosure.

**BI-17. Lowest Bid Price, Lowest Ultimate Cost, or Best Overall Value to the City:**

The award of the contract will be to the bidder(s) deemed to offer the material and/or service at the lowest bid price, lowest ultimate cost, or best overall value to the City based on responsive quotation(s) meeting the specifications set forth in the RFQ. The City's determination of lowest ultimate cost and best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the City's inventory carrying costs, ordering lead times, equipment maintenance costs, and items typically identified with and relating to a "Life Cycle Cost Analysis."

**BI-18. Quotation Acceptance and Contract Award:**

Quotation shall be subject to acceptance by the City for a period of three (3) months. The City may make combined award of all items completely to one bidder or may award separate items or groups of items to various bidders.

**BI-19. Appeal of Award:**

In the event the Purchasing Agent proposes to award a contract to other than the lowest responsive monetary bidder, the Purchasing Agent will, prior to such award, notify each of those bidders submitting lower monetary quotations which have conformed to the specifications set forth in the Request for Quotation.

Upon issuance of such notification, each bidder submitting a lower responsive monetary Quotation may, within two (2) working days, request a hearing before the Purchasing Agent. Upon such request, the Purchasing Agent will furnish such bidder with a written statement setting forth the reasons for the proposed award. A hearing shall be provided no sooner than three (3) calendar days after the request for hearing, unless the time period is waived by the bidder.

At or prior to the hearing, the bidder may present evidence as to why the contract should be awarded to said bidder. After the close of the hearing, the Purchasing Agent shall make a determination with respect to the responsibility of the bidder or bidders involved, and thereafter shall award the contract accordingly or shall reject all Quotations. The determination of the Purchasing Agent shall be final.

**END OF BIDDER INSTRUCTIONS FOR  
CITY OF LOS ANGELES PURCHASING AGENT  
REQUEST FOR QUOTATION**

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## **GENERAL TERMS AND CONDITIONS (GTC) FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS**

### **GTC-1. Integrated Contract:**

This contract sets forth all the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous contracts, agreements or understandings, whether written or oral, relating thereto. This contract may only be amended by written mutual agreement of the supplier(s) and the City Purchasing Agent. No oral representations made by any City employee or representative will vary the terms of the written contract.

### **GTC-2. Applicable Law, Interpretation and Enforcement:**

Performance under this contract shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws that affect employees. This contract shall be enforced and interpreted under the laws of the State of California. The supplier shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this contract.

If any part, term or provision of this contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this contract, the validity of the remaining parts, terms or provisions of the contract shall not be affected thereby.

### **GTC-3. Prevailing Wage Ordinance:**

In accordance with City of Los Angeles Administrative Code Section 10.7 et seq., the supplier agrees to comply with applicable sections of the California State Labor Code pertaining to labor and the prevailing wage rates. Where labor is required for public work as a part of this contract, the supplier shall pay no less than the Prevailing Wage as determined by the California Department of Industrial Relations. Bidders may contact the Department of Public Works, Office of Contract Compliance for current prevailing wage information at (213) 847-2629.

Payroll documentation and other related information pertaining to workers and wages shall be submitted upon request to the Office of Contract Compliance, in accordance with Section 1776 of the California State Labor Code. Failure to comply may result in wage restitution and/or State penalties in accordance with the State Labor Code.

### **GTC-4. Equal Benefits Ordinance:**

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders shall complete the web form Equal Benefits Ordinance Affidavit available on the Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org) prior to award of a City contract valued at \$5,000 or more. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is submitted to the City's RAMP. Bidders do not need to submit supporting documentation with their bids. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit. Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

### **GTC-5. Nondiscrimination, Equal Employment Practices and Affirmative Action Program:**

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

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Procurements by the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.3., Equal Employment Practices Provisions.

All Bidders shall complete the web form Non-Discrimination/Equal Employment Practices Affidavit available on the Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org) at the time it registers on RAMP but no later than the time when an individual Bid is submitted. Bidders with Certifications previously submitted to RAMP and verified by the Office of Contract Compliance (OCC) do not need to re-submit.

Procurements by the City for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Bidders agree to adhere to the Nondiscrimination, Equal Employment Practices and Affirmative Action program for the duration of the contract and acknowledge their responsibility to comply with both the ND/EEP and AA provisions by affixing its signature to a contract.

Bidders seeking additional information regarding the requirements of the Non-Discrimination, Equal Employment Practices and Affirmative Action Programs may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**GTC-6. Child Support Assignment Orders Ordinance:**

City of Los Angeles Administrative Code Section 10.10 requires all suppliers and sub-suppliers to fully comply with all applicable Federal and State employment reporting requirements for the supplier or sub-supplier's employees.

**By signing the Signature Page, the bidder certifies and agrees that if it is awarded a contract with the City of Los Angeles, the bidder will:**

1. Fully comply with all applicable Federal and State employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Assign Assignment Orders and Notices of Assignment applicable to them personally.
5. Certify that the business will maintain such compliance throughout the term of the contract.
6. Include all language in this section in any contracts, agreements or understandings the bidder creates or has with sub-suppliers providing goods or services under a contract awarded by the City of Los Angeles.

Failure of a supplier or sub-supplier to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the supplier or sub-supplier or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

**GTC-7. Small Local Business Ordinance:**

In accordance with City of Los Angeles Administrative Code Section 10.25 et seq., any supplier who qualifies as a "Small Local Business" (SLB) and is a responsible bidder shall be granted a preference as to all contracts of \$150,000.00 or less, for which quotations were solicited, in an amount equal to 10% of the quotation of the lowest and best responsible bidder, if that latter bidder has not qualified as a SLB. If, after deduction of the 10% preference from the quotation of the SLB, the quotation is equal to or less than the lowest quotation, the quotation of that SLB shall be deemed to be the lowest quotation.

In order to be given preference as a certified SLB, your SLB application must be received at the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section no later than five (5) calendar days prior to the RFQ Closing Date, and approved prior to the RFQ award date.

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The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at:

1149 S. Broadway Street, Suite 300  
Los Angeles, CA 90015

Certification as a Small Local Business is valid for one calendar year from the date of approval. SLB's must be recertified annually by the Office of Contract Compliance, Centralized Certification Section. Questions concerning the Small Local Business Program should be directed to the Office of Contract Compliance at (213) 847-2625.

**GTC-8. Environmentally Preferable Products Purchasing Program:**

In accordance with City of Los Angeles Administrative Code Section 10.32 et seq., it is the policy of the City to specify and purchase Environmentally Preferable Products and services where criteria have been established by governmental or other widely recognized and respected third-party authorities (e.g., Energy Star, Green Seal, EPA Recycled Materials Advisory Notice (RMAN) Purchasing Guidelines, Federal Electronic Product Environment Assessment Tool (EPEAT) program guidelines for electronics, State Agency Buy Recycled Campaign (SABRC)).

Suppliers and Contractors are encouraged to offer environmentally preferable products and services at competitive prices, and to consider environmental impacts of service delivery by using environmentally preferable products and delivery methods whenever possible.

Suppliers shall certify in writing the minimum, if not the exact percentage of Recycled Material, both Post-Consumer Recycled Content and Secondary Waste, and other environmental attributes in products to be provided in the performance of any awarded contract. The supplier shall provide such certification even in instances in which the product contains no Recycled Material or other environmental attributes. Failure to provide such certification shall result in the product being deemed to contain no Recycled Material or Environmentally Preferable attributes.

**GTC-9. Service Contract Worker Retention and Living Wage Ordinances:**

Unless otherwise exempt in accordance with the provisions of the Ordinances, this contract is subject to the Service Contract Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles City Administrative Code, as amended from time to time. The Ordinances require that all employers under contracts primarily for furnishing services to or for the City that involve an expenditure in excess of \$25,000 and a contract term of at least three months shall provide the following: (a) retention by a successor supplier for a 90-day transition period, the employees who have been employed for the preceding 12 months or more by the terminated supplier or sub-supplier, if any, as provided for in the SCWRO; (b) payment of a minimum initial wage rate to employees as defined in the LWO, and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

Unless pre-empted by the California State Labor Code pertaining to Prevailing Wage in Item GTC-3 above, any supplier who enters into a service contract of \$25,000 or more with the City agrees to comply with applicable sections of the Los Angeles City Administrative Code pertaining to the Living Wage. Under the provisions of Section 10.36(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the supplier violated the provisions of the referenced Code section. Contact the Bureau of Contract Administration, Office of Contract Compliance for living wage rules and regulations at (213) 847-2625.

**GTC-10. Contractor Responsibility Ordinance:**

City of Los Angeles Administrative Code Section 10.40 et seq. provides that every Request for Quotation (RFQ) is subject to the provisions of the Contractor Responsibility Ordinance (CRO), unless exempt pursuant to the provisions of the Code.

The Code requires that all bidders complete and return, with their RFQ, the responsibility questionnaire included in this solicitation. Failure to return the completed questionnaire may result in the bidder being deemed non-responsive.

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Pursuant to the Code, by executing a contract with the City, the supplier pledges, under penalty of perjury, to comply with all applicable Federal, State and local laws in performance of the contract, including, but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

The Code also requires that if a contract is awarded pursuant to this procurement, the supplier must update responses to the questionnaire within thirty calendar days after any changes to the responses previously provided, if such change would affect contractor's fitness and ability to continue performing the contract.

The supplier further agrees to:

1. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the supplier is not in compliance with all applicable Federal, State and local laws in performance of this contract;
2. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the supplier has violated the provisions of Section 10.40.3 (a) of the Code;
3. Ensure that its subcontractor(s) working on the supplier contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s) working on supplier's City contract comply with the requirements of the Pledge of Compliance and the requirement to notify awarding authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor(s) has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

**GTC-11. Slavery Disclosure Ordinance:**

Unless otherwise exempt in accordance with the provisions of Section 10.41 et seq. of the Los Angeles Administrative Code, any contract awarded pursuant to this RFQ will be subject to the City's Slavery Disclosure Ordinance.

All Bidders shall complete the web form Slavery Disclosure Ordinance Affidavit available on the Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org) prior to award of a City contract.

Bidders seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**GTC-12. Sweat-Free Procurement Ordinance:**

This Agreement is subject to the Sweat-free Procurement Ordinance, Section 10.43, et seq. of the Los Angeles Administrative Code, as amended from time to time, unless otherwise exempt in accordance with its provisions. The Ordinance requires the Contractor to sign under oath and comply with the City's Contractor Code of Conduct, thereby promising the following:

1. Contractor shall comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace discrimination.
2. Contractor shall comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
3. Contractor shall take good faith measures to ensure, to the best of Contractor's knowledge, that Contractor's subcontractors also comply with the City's Contractor Code of Conduct.
4. Contractor shall pay a procurement living wage to employees working on contracts for garments, uniforms, foot apparel, and related accessories, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most

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recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage shall be comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power Index.

**GTC-13. First Source Hiring Ordinance:**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time. Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of the FSHO.

Unless otherwise exempt, contractor shall, prior to the execution of the contract, provide a list of anticipated employment opportunities that contractor estimates it will need to fill in order to perform the services under the contract. Contractor further pledges that it will, during the term of the contract, a) at least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) interview qualified individuals referred by CDD; and c) prior to filling any employment opportunity, the contractor shall inform the City of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the contractor interviewed and the reasons why referred individuals were not hired. Any subcontract entered into by the contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of the FSHO, and shall incorporate the FSHO.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the City has determined that the contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject contractor has violated provisions of the FSHO.

Contact the Bureau of Contract Administration, Office of Contract Compliance for further information at (213) 847-2625.

**GTC-14. Local Business Preference for Procurements in Excess of \$150,000**

In accordance with City of Los Angeles Administrative Code Section 10.47 et seq., Awarding Authorities shall grant an eight percent (8%) Local Business Preference for Contracts involving consideration in excess of \$150,000.00 to any supplier who qualifies as a "Local Business" and is a responsible bidder.

The Awarding Authority shall provide a preference of up to five percent (5%) to a bid submitted by a business that does not qualify as a Local Business, but that identifies a qualifying Local Subcontractor to perform work under the Contract, provided the Local Subcontractor satisfies the criteria enumerated in Sections 10.47.2 and 10.47.7

The preferences awarded for equipment, goods or materials shall be applied only if the Local Business or Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials, at a business location in Los Angeles County. The Bid Preference shall not exceed one million dollars (\$1,000,000.00) for any Bid. An Awarding Authority may, before the award of a Contract, determine that it is not in the City's best interest to grant a Bid

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preference and award the Contract to the bidder eligible for the award without consideration of the provisions of this Article.

This Article shall not apply to Contracts that involve the expenditure of funds that are not entirely within the City's control, such as state and federal grant funds, that due to legal restrictions prohibit its application.

Questions concerning the Local Business Preference Program should be directed to the Office of Contract Compliance at (213) 847-2625.

**GTC-15. Contract Purchase Orders:**

Contract Purchase Orders will be issued during the contract period for materials or services as required and in accordance with price at time of order document. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

**GTC-16. Most Favorable Government Prices:**

The prices charged the City of Los Angeles on any contract shall not exceed those charged any other government agency.

In the event of a price decline, or if the supplier sells the same products or services to other government agencies under similar quantity and delivery terms and conditions at prices below those stated herein, the supplier shall immediately extend such lower prices to the City of Los Angeles. A current price list must be available in the supplier's local office at all times for audit by the City.

**GTC-17. Price Reductions:**

After the award of a contract, or during the contract term, any material, equipment, or product cost or price list reductions to the supplier shall be offered to the City in a corresponding price reduction.

Periodically the City may request the supplier to certify in writing that any and all material, equipment, and product cost and price list reductions to the supplier are reflected in the City's prices.

**GTC-18. Retention of Records, Audits and Reports:**

Supplier shall maintain records at the supplier's facility, including records of financial transactions, pertaining to the performance of this contract, in accordance with requirements prescribed by the City.

These records shall be retained for a period of no less than three years following final payment made by the City hereunder or the expiration date of this contract, whichever occurs last. The said records shall be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this contract or within the three years following the final payment made by the City hereunder or the termination date of this contract, whichever occurs last. Supplier shall provide any price lists, invoices and/or reports requested by the City regarding performance of this contract.

**GTC-19. Contract Termination:**

The contract may be terminated in whole or in part by the 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 orders fulfilled or work performed.

The City has the right to cancel the contract for cause at any time.

**GTC-20. Termination for Non-appropriation:**

The City's obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon 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.

**GTC-21. Assignment:**

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The supplier shall not assign or transfer by operation of law any obligation without prior submission and approval of a properly completed City of Los Angeles Contract or Payment Assignment Form to the Purchasing Agent.

**GTC-22. Restocking Fee:**

Supplier shall be entitled to a 5% (five percent) restocking fee that will be charged the City of Los Angeles for return of goods ordered in error.

Restocking fee shall not apply to shipping errors by the supplier, damaged or defective items, overshipments, production overruns, late shipments, or any other shipping/delivery related errors.

**GTC-23. Care and Custody:**

The supplier accepts full responsibility for any loss or damage to City equipment or materials while in the supplier's possession or its agents' possession. Supplier shall reimburse the City for any loss or damage to City equipment or materials while in the supplier's or its agent's care and custody.

**GTC-24. Default by Supplier:**

In case of default by supplier, the City reserves the right to procure the items or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

**GTC-25. Breach and Waiver of Breach:**

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

A waiver of a breach of any part, term or provision of this contract shall not be construed as a waiver of any succeeding breach of the part, term or provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach.

**GTC-26. Claims for Labor and Materials:**

The supplier shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property, against the supplier's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**GTC-27. Americans with Disabilities Act:**

The supplier hereby certifies that it will comply with the Americans with Disabilities Act (ADA), 42, U.S.C. Section 12101 et seq., and its implementing regulations. The supplier will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of ADA. The supplier will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person of disability. Any sub-contract entered into by the supplier, relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**GTC-28. City Tax Registration Certificate:**

The supplier shall obtain and maintain a Tax Registration Certificate (TRC) and all such certificates required of it and shall not allow any such certificates to be revoked or suspended while any contract is in effect.

Contact the Office of Finance, Tax and Permit Division at 213-473-5901 for compliance requirements and general information.

**GTC-29. Force Majeure:**

Notwithstanding any other provisions hereof, neither the Supplier nor the City shall be held responsible or liable for failure to meet their respective obligations under this agreement, if such failure shall be due to causes beyond Supplier's or City's control. Such causes include but are not limited to: strikes, fire, flood,

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civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local government in either sovereign or contractual capacity, insurrection, epidemics, freight embargoes or delays in transportation, and changes in federal, state or local laws.

**GTC-30. Patent Rights:**

The person, firm, or corporation to whom this contract is issued 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 contract 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.

**GTC-31. Indemnification:**

Except for the active negligence or willful misconduct of the City, supplier undertakes and agrees to defend, indemnify and hold harmless the City and any and all of the City's 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 and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including supplier's employees and agents, or damage of or destruction to 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 Contract on the part of supplier or sub-supplier of any tier. The provisions of this paragraph shall survive termination of this Contract.

**GTC-32 Intellectual Properties:**

The supplier represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade dress, trade secrets, right of publicity and proprietary information (Intellectual Property). This provision shall survive expiration or termination of this Contract.

The supplier, at its own expense, 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, experts' fees and cost of litigation, damage or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any Intellectual Property rights (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by supplier in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by supplier under the Contract.

Supplier's defense of the CITY shall be consistent with Los Angeles City Charter Sections 271, 272 and 273. Rights and remedies available to the CITY hereinabove are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This provision shall survive expiration or termination of this Contract.

In addition to the foregoing, if supplier has information or reasonably believes that (1) any of the Work Products allegedly or actually infringes or is likely to infringe upon any third-party Intellectual Property rights, or (2) any of the Intellectual Property licenses procured on behalf of the CITY under this Contract are to expire, to be terminated or enjoined, supplier shall immediately notify CITY of such alleged, actual or potential infringement or license status. Upon CITY'S request, supplier shall, at supplier's own expense:

1. procure for the CITY the right or license to continue using the Intellectual Property at issue; or
2. replace the Intellectual Property at issue with a functionally equivalent, non-infringing product, if practicable.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY, or diminish the intended benefits and use of the Work Products by the CITY under the specifications herein.

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Unless otherwise provided for herein, all Work Products originated or prepared by supplier or its subcontractors of any tier under this Contract shall be and remain the property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Supplier hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patents, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by supplier under this Contract. Supplier further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein. This provision shall survive expiration or termination of this Contract.

Supplier shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by supplier relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the City's ownership rights of all Work Products are preserved and protected as intended herein. Failure of supplier to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject supplier to damages paid to the CITY and the imposition of any and all sanctions allowed by law, including but not limited to termination of supplier's contract with the CITY.

For all Intellectual Property (1) that have already been created, legally perfected or reduced to practice by whomever prior to the performance of this Contract (Pre-existing Intellectual Property) and (2) that are enmeshed in or discretely made part of the Work Products, supplier hereby grants and/or will cause the third-party Pre-existing Intellectual Property right owner to grant CITY, including its agents and consultants a royalty-paid, perpetual, irrevocable license to use such Pre-existing Intellectual Property so as to maximize the City's benefits from and use of the Work Products.

**GTC-33. Freight Charges:**

Freight charges must be authorized in the contract. Authorized freight charges exceeding \$75.00, except postal deliveries or when the vendor uses its own truck, must have supporting documentation.

**GTC-34. Contractor's Use of Criminal History for Consideration of Employment Applications:**

Supplier shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance; Los Angeles Administrative Code Section 10.48 et seq., as amended from time to time expanding the rights afforded applicants for employment with the City's suppliers and subcontractors. "Employers will be prohibited from inquiring into an employment applicant's criminal history unless and until a conditional offer of employment is made to the applicant. An employer that fails to comply with the requirements of this ordinance will be subject to, among other things, termination of its City contract." Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

**GTC-35. Iran Contracting Act of 2010:**

A supplier at the time of bid or proposal for a new contract, or renewal of an existing contract with City for goods or services estimated at one million dollars (\$1,000,000) or more shall represent and warrant that Supplier is not subject to sanctions or is otherwise identified on any list of prohibited or restricted parties engaged in investment activities in Iran after July 1, 2010 maintained by the State Department of General Services under California Public Contract Code Sections 2200-2208.

**GTC-36. Border Wall Contracting Disclosure Ordinance:**

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Supplier represents that, to the best of its knowledge, it currently does not hold any contracts, nor is it actively bidding or proposing to provide goods or services for the design, construction, operation or maintenance of federally funded wall, fence or other barrier along the border between the United States and Mexico. Should Supplier in the future submit any bid or proposal or be awarded such a contract, the City shall have the sole discretion to terminate the Contract.

**GTC-37. Compliance with Identity Theft Laws and Payment Card Data Security Standards:**

Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, Contractor shall verify proper truncation of receipts in compliance with FACTA.

**GTC-38. Confidentiality:**

All documents, information and materials provided to contractor by City or developed by Contractor pursuant to this Contract (collectively “Confidential Information”) are confidential. Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by City or as required by law. Contractor shall immediately notify City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

**GTC-39. COVID-19:**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform in person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

**GTC-40. COVID-19: Equitable Access to Contracting Opportunities**

Executive Directive 35 (ED 35) was signed August 25, 2022 to provide insight into the demographics of the City’s contractors. To ensure that all requirements of ED 35 are completed, the Office of Procurement has updated LAPOP to automate some of the data gathering requirements. The information collected is self-attested. Contractors do not need to be certified as minority-owned or women-owned business enterprises to self-disclose as one. The demographic information collection is for informational purposes only and is not part of the bidding, bid evaluation, or awarding process (in accordance with Prop 209); however, the information collected may be used to inform self-attested contractors of free certifications provided by the City of Los Angeles for businesses in LA County.

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**END OF GENERAL TERMS AND CONDITIONS FOR  
CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS**

# Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing       Amendment: Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or BAVN) <b>Bid No. F-1252</b>	Awarding Authority (Department awarding the contract) <b>City of Los Angeles Harbor Department - Port of Los Angeles</b>
Bidder Name <b>Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise/Enterprise Rideshare</b>	
Address <b>333 City Boulevard Suite 1101, Orange, CA 92868</b>	
Email Address <b>Eric.M.Curtis@em.com</b>	Phone Number <b>949-413-4270</b>

## Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

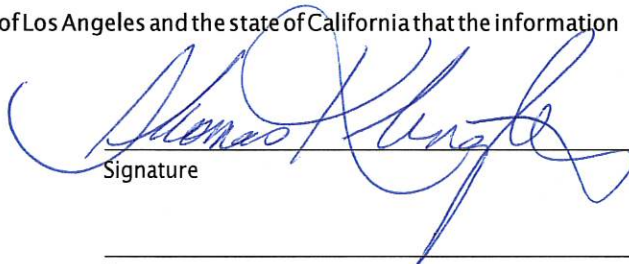
1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1 (h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1 (i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

**Thomas Klingler**

Name



Signature

**Vice President of Finance**

Title

Date

**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

# Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): Bid No. F-1252      Date Bid Submitted: 8/8/2025

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
Vanpool Vehicles Leasing and Services

Awarding Authority (Department awarding the contract): City of Los Angeles Harbor Department

Bidder Name: Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise

Bidder Address: 333 City Boulevard Suite 1101, Orange, CA 92868

Bidder Email Address: Eric.M.Curtis@em.com      Bidder Phone Number: 949-413-4270

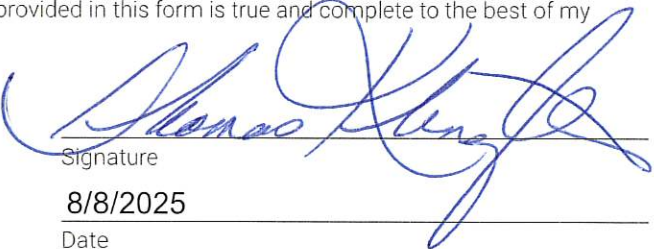
## Schedule Summary

Please complete all three of the following:

<p>1. <b>SCHEDULE A – Bidder's Principals</b> <i>(check one)</i> The bidder has one or more <b>PRINCIPALS</b>, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>
<p>2. <b>SCHEDULE B – Subcontractors and Their Principals</b> <i>(check one)</i> The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>
<p>3. <b>TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): <u>2</u></p>		

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

<p><u>Thomas Klingler</u> Name</p> <p><u>Vice President of Finance</u> Title</p>	 Signature <p><u>8/8/2025</u> Date</p>
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## Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's 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:  Ryan Todd  Title:  Vice President/ General Manager   
Address:  333 City Blvd West Suite 1101 Orange, CA. 92868

Name:  Thomas Klingler  Title:  Vice President of Finance   
Address:  333 City Blvd West Suite 1101 Orange, CA. 92868

Name:  Eric Curtis  Title:  Group Commute Manager   
Address:  333 City Blvd West Suite 1101, Orange, CA. 92868

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

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

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

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

Check this box if additional Schedule A pages are attached.

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**  
 (California Public Contract Code Sections 2200-2208)

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 bidding on, submitting proposals 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)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

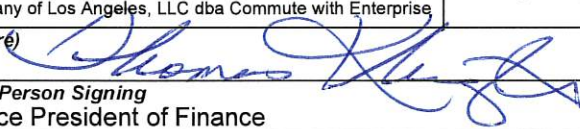
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> Enterprise Rent-a-Car Company of Los Angeles, LLC dba Commute with Enterprise		<i>BTRC (or n/a)</i> 340272
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Thomas Klingler - Vice President of Finance		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL 310-SEA-PORT portoflosangeles.org

Karen Bass *Mayor, City of Los Angeles*  
Board of Harbor Commissioners  
Eugene D. Seroka *Executive Director*  
Lucille Roybal-Allard *President*  
John A. Pérez *Vice President*  
Yolanda M. De La Torre *Commissioner*  
Edward R. Renwick *Commissioner*  
I. Lee Williams *Commissioner*

DATE: AUGUST 04, 2025

**BID ADDENDUM #1: Bid No. F-1252**  
**DESCRIPTION: VEHICLE TYPE AND QUANTITY UPDATE**

<u>Vehicle Quantity</u>	<u>Vehicle Type</u>
21	7-Passenger Hybrid Minivan
2	10-Passenger Transit

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

QUESTIONS, BUYER: Danielle Nappi, [dnappi@portla.org](mailto:dnappi@portla.org)

Please attach this addendum to your bid.

Regards,

Danielle Nappi  
Procurement Analyst



August 8<sup>th</sup>, 2025

Ms. Danielle Nappi  
Los Angeles Harbor Department  
500 Pier A Street  
Wilmington, CA 90744

**RE: Bid No. F-1252 Vanpool Vehicles Leasing and Services**

Dear Danielle,

Enclosed please find the Commute with Enterprise submission in response to Bid No. F-1252 for Vanpool Vehicles Leasing and Services. This Bid has been requested and prepared as part of a Cooperative Purchase Agreement to the City of Los Angeles, General Services Department contract No. ARC 40 250000000065.

Included with our bid are all the forms and addendums requested in the bid documents as well as some clarifications from the Bid document.

**Clarifications**

Time of Delivery

Commute with Enterprise will work with the designated representative from the Port of Los Angeles to ensure smooth and timely delivery within the timeline provided to us. We request 5-day notice so we can coordinate resources. We will have the available drivers and vehicles ready to ensure that deliveries of the 23 vehicles can occur on the day requested. We will dedicate further resources and staff on the day of delivery as well to ensure paperwork is completed and the impact of your staff taking delivery of the vehicles is minimized.

Authorized Distributor/Dealer

Enterprise is not an authorized dealer of any of the auto manufacturers. That is a specific term in the automotive industry that is only applicable to car dealerships, not fleet companies. We do purchase our vehicles directly from the factory and all warranties are in full force throughout the life of the vehicle. Auto Warranties are tied to the VIN of the vehicle and therefore they will always be honored regardless of owner or user of the vehicle. Our Commute program utilizes Loaner vehicles if the event that any of our vehicles has an accident or mechanical issue where it is not available for safe use by our customers.

Business Hours

Commute with Enterprise operates a Customer Service team that is available by phone and email from 7am to 6pm Monday through Friday. We also have a 24-hour roadside assistance team available for any emergencies or breakdowns on the weekends or anytime a customer is in need. Our Roadside Assistance automatically informs our customer service team of any issues from our vans so that we can reach out to the customer to address them as quickly as possible and resolve the issue.

We look forward to the opportunity to work with the Port of Los Angeles on this Vanpool Project. Should you have any questions regarding any part of these documents, or our program please contact me. Thank you.

Sincerely,



Eric Curtis  
Group Commute Manager – Southern California  
Commute with Enterprise  
949-413-4270  
Eric.M.Curtis@em.com