

TRANSMITTAL 2

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

BID NO. F-1077 Page 1
Show this number on envelope

Contract No. 39919

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.

SERENA AUTUMN SHIVLEY
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20184023260
MY COMMISSION EXPIRES JUN 4, 2022

EXECUTED AT: Westminster, Colorado ON THE 6th DAY OF March, 2020
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Staples Contract & Commercial LLC

Phone Contact Leigh Zimmerman: (714) 785-9090 Fax (714) 840-0181

Address 16501 Trojan Way, La Mirada, CA 90638
Street City State Zip

[Signature] Mike Guon Regional Vice President, Commercial Sales
Signature Printed Name Printed Title

Please see the attached Secretary's Certificate for Mike Guon
Signature Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)

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

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

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

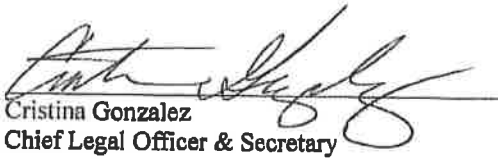
County of <u>Jefferson</u> State of <u>Colorado</u> S.S. <u>Serena Shivley</u> Subscribed and sworn this date	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.	Approved as to form and legality <u>3/17</u> , 20 <u>20</u> City Attorney <u>[Signature]</u>
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STAPLES CONTRACT & COMMERCIAL LLC

SECRETARY'S CERTIFICATE – Mike Guon

I, Cristina Gonzalez, hereby certify that I am the duly elected, qualified Secretary of Staples Contract & Commercial LLC (the "Company"), and that Mike Guon is duly authorized to execute and deliver bids and contracts in the name of and on behalf of the Company as Regional Vice President Staples Business Advantage Sales.

IN WITNESS WHEREOF, I have signed this certificate on behalf of the Company on this 4th day of February 2018.


Cristina Gonzalez
Chief Legal Officer & Secretary

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1077

SUBMIT BID TO:

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

OFFICE HOURS:

7:30 a.m. – 4:30 p.m.
Monday through Friday (excluding Holidays)

**BID DUE BEFORE
11:00 A.M.
March 11, 2020**

Buyer: J. Benitez, Procurement Supervisor (310) 732-3896

**BIDS WILL BE PUBLICLY
OPENED**

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

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

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

This contract is in accordance with the "National Purchasing Partners (NPP) Contract# 190000000268 for the annual requirements of the Los Angeles Harbor Department: **OFFICE SUPPLIES AND EQUIPMENT**, to be furnished and delivered **as may be required upon the execution of the contract for a period of one-year from the date of contract execution, including two, one-year renewal options, subject to the approval of the Executive Director.**

PRICES QUOTED ARE IN ACCORDANCE WITH "National Purchasing Partners (NPP) Contract# 190000000268 PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).

The terms of the attached Exhibit 1 – "National Purchasing Partners (NPP) Contract# 190000000268" are incorporated herein.

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

Contact Term of NPPGov Contract: March 1, 2019 – May 31, 2022

Timeframe

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

REQ. NO.: VAR
NOTIFY: J. Benitez

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

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Eligible Customers/Agencies –

- Members of NPPGov across the nation, as well as government units in all other states(collectively, “Participating Agencies”),

Products Included - The Contractor will provide their organization’s entire catalog of products and services as part of this contract. This will allow the State and Participating Agencies the opportunity to order a broad range of products and services, as appropriate for their needs.

Pricing Highlights (Excerpts: See Master Agreement for complete pricing details)

- A. **Core/Hot List.** Net pricing on approximately 1,200 items established for the State and Participating Agencies.
 - Participating Agencies may modify or amend this list per their specific requirements and usage if deemed necessary to create their own “Hot Lists”.
- B. **Catalog/Discount Off List.** Approximately 24,000 will be net priced based on List Less discounts in 28 designated product categories. See Schedule B.2a for categories and discount percentages. Actual products and net pricing will be available online at staplesadvantage.com under the Participating Agency’s NPPGov contract login.
- C. **Core/ Manufacturer Direct Furniture.** MiDeal members or Participating Agencies may purchase furniture through Staples who will coordinate and order directly from the manufacturer at the discounts established in Schedule B, Worksheets B.3a and B.3b, resulting in an even greater savings.
- D. **Non-Core Balance of Catalog.** Non-Core Balance of Catalog Items are those items that are not on the Schedule B but are available on Staplesadvantage.com.
 - 1) For those Non-Core Items that also appear on Staples.com, prices will be based on the current national Staples.com pricing exclusive of tier pricing, closeouts, promotions and/or specials, or items that are regionally sensitive.
 - 2) The prices for Non-Core Items that are not available for purchase on Staples.com but which appear on Staplesadvantage.com, will be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Contract Items.

Excerpt from MA Section 1.C.3. Each Participating Agency may negotiate for its own “Hot List” of items, comprising of or independent of the State’s “Hot List”, that will represent its’ most used items. Participating agencies “Hot List” item pricing may be less than, but never more than the prices established in this Master Agreement.

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E. Quoted Products: Special Orders, Manufacturer Direct Furniture and Promotional and/or Bulk Purchases. There may be additional services available which are associated with certain products, including, but not limited to: furniture, facilities or water/coffee dispensers, customized products etc. which at the option of the State or Participating Agency may be allowable for purchase or lease at the time of order/agreement. Customers will need to contact their Contractor Representative or the Customer Service Specialist in order to obtain a quote for these products and the costs for such products and/or services shall be established at the time of purchase.

- 1) **Special Orders.** The Contractor will be able to quote, as need arises for office supply and office related items which are not available on Staples Business Advantage.com, or other products and services as otherwise mutually agreed. The State will not be required to purchase special order items if the item can be purchased at a lower price or within a better timeframe from elsewhere.
- 2) **Manufacturer Direct (Furniture).** The Contractor will be able to quote for large scale furniture needs utilizing discounts off the then current manufacturer's list pricing, Manufacturer's published list prices can be made available upon request. These discounts are established in Schedule B, Worksheet B.3.
- 3) **Technology Products outside of StaplesAdvantage.com.** Prices for technology items provided to the Participating Agencies under the Staples technology ordering system referred to as Sequoia (or its successor) shall be priced at the then-current List Price and may be subject to discount.
- 4) **Promotional Purchases.** The Contractor may offer promotional products on contract margin relative to the order size. Contract margin is defined as meaning Contractors cost plus percentage. These prices are auditable, if necessary, from invoices sent to the Contractor. These Contract Margins for promotional products ordered on our Staples Promotional Product ordering system referred to as Linc (or its successor). State of Michigan users are currently restricted from using this option. Discounts are as identified below:

ORDER/ TRANSACTION SIZE	CONTRACT MARGIN
\$0 - \$999.99	28%
\$1,000 - \$4,999.99	26%
\$5,000- \$9,999.99	24%
\$10,000 +	22%

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Delivery –

- Standard Delivery. Unless specified otherwise below, delivery is governed by Section 18, Delivery, in Standard Terms and Conditions. Prices are F.O.B. Destination, “within Government Premises with transportation charges prepaid by the Contractor on all orders.
 - Building/Loading dock. Delivery to a main loading dock, primarily for palletized and large bulk orders.
 - Desk top. Delivery to specific addresses, floors and locations on those floors.
- Additional freight charges may apply for special delivery, non-standard delivery, rush delivery, or special or custom order products which will be disclosed at the time of the quote and/or the placement of the order by the purchaser.
 - Common delivery exceptions that require a surcharge include, but are not limited to:
 - a) Furniture unpacking or assembly
 - b) Expedited deliveries
 - c) Bulky or heavy items such as cases of water, soda, ice melt and chemicals
 - d) Manufacturer direct or special orders

Minimum Order Size - Minimum order size of \$35.00 per order

Payment Terms –

- For Participating Agencies all undisputed invoice amounts are payable within 30 days of receipt or as negotiated

Refer to NPPGov State of Michigan Master Agreement 19000000268 for complete applicable contract terms.

NPPGov & State of MI Websites

www.nppgov.com www.michigan.gov/dtmb/

Staples Website

www.staplesadvantage.com

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

MONTHLY REPORTS:

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

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

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

BIDDERS INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS

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

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

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

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

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

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necessary to deliver the bid, whether the bid is submitted in person or by mail.

SUPPLIER CONTACT INFORMATION:

Contact Person: Leigh Zimmerman

Title: Territory Account Manager

Telephone No.: 714-785-9090

E-Mail Address: Leigh.zimmerman@staples.com

24 Hour Contact No.: 714-785-9090

CONTRACTUAL TERMS SECTION

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be **\$250,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Director of Contracts & Purchasing.

NOTE: It is the intent of the Los Angeles Harbor Department to exercise renewal options in accordance with renewal options exercised by "National Purchasing Partners (NPP) / State of Michigan".

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

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

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

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

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

SUB-PURCHASE ORDERS AND LIMITATIONS. Sub-orders will be issued from time to time during the contract period indicated above. Vendor shall make no deliveries until a sub-order number is given for a

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specific delivery to the department concerned. Regardless of the expiration date, this order shall be considered cancelled if and when total expenditures reach \$ 183,000.00, unless vendor receives a written notification of an increase by the Director of Contracts and Purchasing.

AUTHORIZED DISTRIBUTOR/DEALER:

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

Yes: X No:

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

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

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

_____.

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

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

INDEMNIFICATION AND INSURANCE:

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and 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

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Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

Policy Copies

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

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.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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. For each

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contractually required insurance, the Vendor shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 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.

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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.

Where City owned vehicles are in the custody of the Vendor for towing or hauling, Vendor shall additionally procure and maintain On-Hook Liability insurance, subject to the same terms as noted above. As a minimum, such coverage shall include, but not be limited, to damage for: Collision, Fire, Theft, Explosion and Vandalism.

Where City owned vehicles are in the custody of the Vendor for safekeeping, storage and repair, Vendor shall additionally procure and maintain Garagekeepers Legal Liability insurance in the amount of \$1,000,000, subject to the same terms as noted above.

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.

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

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.

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Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

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

FINANCIAL SECTION

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

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

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

Three (3) additional copies of the Price List(s) will be required to be submitted by the successful bidder prior to award of a contract. In addition, four (4) copies of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Agent, Attn: Leticia Caldera, 500 Pier A Street, Berth 161, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

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

PRICE VERIFICATION

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

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ELECTRONIC CATALOG AND ELECTRONIC PRICE LIST

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

INVOICE INSTRUCTIONS

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

1. All invoices for Port of Los Angeles pertaining to materials and services, which ordered must be mailed to :
Harbor Department, City of Los Angeles
Accounting Section
PO Box 191
San Pedro, CA 90733-0191
2. All invoices MUST HAVE THE PURCHASE ORDER/CONTRACT NUMBERS PROVIDED BY THE ENTITY ORDERING/RECEIVING THE MATERIAL OR SERVICE. Port and Division name (e.g. Information Technology, etc.) must also be provided as part of the ordering requirements. Invoices without division name may delay the payment process due to incomplete information.
3. All invoices WITH INCORRECT OR MISSING PURCHASE ORDER/CONTRACT NUMBERS WILL BE RETURNED TO THE VENDOR.
4. The invoice prices, descriptions and quantities MUST AGREE WITH THE PURCHASE ORDER/CONTRACT LINE ITEMS; otherwise payments will be delayed or will not be made for any items or charges not specified in the Purchase Order/contract (including freight charges, restocking charges, etc. unless specified in the contract. Discounts or payment terms should be printed on the invoices clearly and accurately. It is the Port's goal to take all available discounts being offered by the vendor.
5. Important miscellaneous invoice instructions are as follows:
FREIGHT CHARGES: Freight charges that are authorized in the contract must be invoiced by the Contractor, and not the freight company that made the delivery. Contractor must include a copy of the freight bill to substantiate freight charges on invoice for any freight charges.

TERMINATION FOR NON-APPROPRIATION:

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

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fiscal year.

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

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

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 04-3390816.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Staples Inc

ADDRESS: PO Box 660409

Dallas, TX 75266-0406

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

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

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

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penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

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

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

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

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

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GENERAL CONDITIONS READ CAREFULLY

- 1. FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. **No telephonic, 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.
- 2. TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
- 3. SPECIFICATION CHANGES.** 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.
- 4. BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
- 5. AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the 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.
- 6. PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
- 7. PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
- 8. DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
- 9. 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.
- 10. INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
- 11. 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.

- 12. 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.
- 13. CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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

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

that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

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.

THE END

No. 285 Rev. 07/15-116

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 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

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