

EXAMPLE OF FORMAL BID

**RETURN BID IN A SEALED
ENVELOPE to:**

**City of Los Angeles
Los Angeles World Airports
Procurement Services Division
Attention: Bid# 118-041
7301 World Way West, 4th floor
Los Angeles, CA, 90045**

RFB must be delivered prior to:
2:00 P.M. Thursday, October 18th, 2018
(Pacific Time)

This is not an order!

If you are delivering the bid in person you must allow adequate time to check in at the front desk (valid government issued picture ID is required) and take an elevator to the 4th floor of our building at 7301 World Way West. Bids that are not delivered prior to 2:00 p.m. will not be considered.

Procurement Analyst:
E-mail address:
Telephone No.:
Fax No. 424-646-9274

Bids are requested by the City of Los Angeles, Los Angeles World Airports (LAWA), for furnishing the City as may be requested during a period of three (3) years from the date of award of the contract or Notice to Proceed, if any, for:

SUPPLY AND DELIVERY OF ALKALINE BATTERIES TO LAX AIRPORT

in compliance with the bid terms and conditions, the attached specifications and bidder's worksheet.

BIDDER'S RESPONSIBILITY:

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. LAWA is not liable for any cost associated with the development, preparation, transmittal, or presentation of any bid or material submitted. **This bid must be signed** (see page 9 of 9).

DISCOUNT/MARK-UP:

Bids are requested in the form of a discount you will allow LAWA from the Manufacturer's/ Distributor's published price list/electronic data pricing or mark-up from your cost. This discount is applicable to all items included in the price list. **Only one (1) discount or mark-up per manufacturer is permitted.**

- The discount/mark-up must be expressed as a single whole number, such as minus or plus 5%. Percentage with a decimal or fraction, such as 5.5% or 5 ½ % is not acceptable. Range of percentages such as "between 4% and 6%" is not acceptable.
- The same discount listed below applies to all items on the price list, for each manufacturer, including those listed on the Worksheet.
- Provide price lists, electronic data pricing or cost sheets supporting your bid prices with this RFB.

PRICE AGREEMENT CONDITIONS - (PUBLISHED PRICE LIST)

Prices charged to LAWA are based on a percentage discount from published price list or mark-up from bidder's cost. Percentage discount/mark-up shall remain firm for the duration of the contract. Price lists which are submitted with bid must be currently in effect at time of bid opening and shall not be subject to change for a period of sixty (60) days after the bid opening.

Bidder understands and agrees that only ONE discount will apply to ALL items for each manufacturer.

To facilitate evaluation of RFB, bidder shall submit three (3) copies of the price list with the bid. Said copies of the price list shall show contractor's name and bid number.

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Note:

For price verification, bidders shall clearly mark line items in their price lists corresponding with the line items in the Bid Price Worksheet.

Submission of electronic pricing data (CD, Website, etc.) is highly desired.

If prices on the price list are raised, LAWA reserves the right to accept such raises or to cancel such items from the contract. LAWA is to be given benefit of any decline in prices immediately upon the effective date of such decline. Changes in price list shall be effective on the date the notice of change is received by the Procurement Services Division, or at a later date designated by the Contractor. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the RFB shall supersede any conflicting conditions in price lists.

Copies of new or revised Price List shall be sent immediately to Procurement Services Division, at 7301 World Way West, 4th Floor, Los Angeles, CA 90045, Attn: Procurement Analyst. Price list shall show contractor's name along with the contract purchase order/outline agreement number.

BID PRICES VERIFICATION WORKSHEET:

This worksheet is for the purpose of establishing prices and comparing bids. Enter your bid prices on the attached worksheet.

NOTE: Failure to complete this worksheet may nullify the bid.

State below your Bid Total as computed in the Worksheet:

\$ _____

BIDDER'S CONFERENCE

Prospective bidders are invited to a bidders' conference at 10:00 a.m. on **Thursday, October 4th, 2018**, at the Procurement Services Division office, 7301 World Way West, 4th Floor, Los Angeles, CA 90045 (see attached map).

Bidders shall bring a copy of the RFB (downloadable from www.labavn.org) and two business cards. Additional information regarding the bidder's conference may be obtained from the Procurement Analyst by e-mail. Department personnel will be available to answer questions related to this project.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact: LAWA ADA Coordinator at (424) 337-5005.

DIRECTIONS TO THE PROCUREMENT SERVICES DIVISION:

Los Angeles World Airports - **7301 World Way West, 4th floor**, Los Angeles, 90045

405 (South) or (North) to 105 (West)

105 (West) to the end (Imperial Highway)

Imperial Highway (West) approx. 3 signal lights to Pershing Drive

At Pershing Drive, turn RIGHT

At World Way West (North), turn RIGHT

Proceed eastbound to the third signal light at Administration Road, turn LEFT into the parking lot

DO NOT park in the Assigned Spaces in front or side of the building

The Procurement Services Division is on the 4th floor (7301) of the 10 story high rise building

Note: Ample parking is also available across the street.

AWARD OF CONTRACT:

Award of the contract will be made after investigation of the responsibility of the low bidder. The bid will be awarded to the lowest responsive and responsible bidder meeting the requirements of the specification.

ADDITION OF PRODUCTS OR SERVICES TO CONTRACT:

Should LAWA have a need for an item, product, brand, commodity or service or a combination of the same, that could not be anticipated at the time of drafting the specification or scope of work for the bid, but is related to the performance of the contract, bidder/contractor understands and agrees to source the item, product, commodity or research the cost of the service in question and submit in writing a fixed price quotation including labor and freight, to the LAWA contract manager.

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LAWA reserves the right to accept the offer, reject the offer and obtain the item, product, brand, commodity or service or a combination of the same by other means. Accepted contractor offer including background documentation will become part of the contract. Price adjustment provision in the bid shall apply to any item, product, brand, commodity or service or a combination of the same added to the contract.

BID:

The bid must be made on the bid form provided and shall not be reprinted, stapled or bound. Bidders must return ALL pages of the bid and the Administrative Requirements. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the plans and specifications. All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, any unauthorized addition, condition, limitation, modification, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No bid received after the due date and time will be considered.

Bidders must acknowledge receipt of all addenda in the space provided below:

Signature: _____ Addendum 1 (if issued)	Signature: _____ Addendum 2 (if issued)
Signature: _____ Addendum 3 (if issued)	Signature: _____ Addendum 4 (if issued)
Signature: _____ Addendum 5 (if issued)	Signature: _____ Addendum 6 (if issued)

BID FORMAT:

All bidders are required to submit:

- One (1) completed original hardcopy of the bid (RFB and Administrative Requirements), and
- One (1) electronic Adobe PDF of the bid (RFB and Administrative Requirements) on a clearly labeled CD, DVD or USB Flash Drive.

COMMUNICATION WITH LAWA:

Any communication regarding this Request for Bid must be addressed by e-mail to Procurement Analyst.

COOPERATIVE ARRANGEMENTS (Piggybacks):

From time to time, other City of Los Angeles Departments and/or other governmental agencies outside the City may want to make purchases using the price(s), terms and conditions of any contract resulting from this bid. State below whether you will allow such purchases:

State below if option is granted for the use of resulting contract by "other governmental agencies":

____ Yes ____ No Initials _____ Firm Name: _____

RIGHT TO REJECT BIDS:

LAWA reserves the right to reject any and all bids and waive any informality in such bids when to do so would be to the advantage of the City.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of LAWA, but the same shall be subject to acceptance by LAWA for a period of three (3) months.

LAWA reserves the right to reject the bid of any bidder who has previously failed to timely and satisfactorily perform any contract with the City.

SPECIFICATION CHANGES:

If provisions of the Detailed Specifications preclude bidder from submitting bid, the bidder may request in writing that the specifications be modified. Such request must be received by the LAX Procurement Services Division **at least five (5) working days** before bid opening/due date. All bidders will be notified by Addendum of any approved changes in the specifications.

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SALES TAX:

Do not include sales tax in your Bid. Sales Tax will be added at time of order.

ESTIMATED EXPENDITURE

Total expenditures under this contract are estimated to be \$149,984.00 over 3 years. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

ESTIMATED QUANTITIES:

The quantities stated herein are estimates only of LAWA's requirements. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price(s) quoted.

ADDITIONAL QUANTITIES:

LAWA desires the option to purchase additional quantities stated in the worksheet. State if you will accept orders for additional quantities at the same prices, terms and conditions, providing additional quantity does not exceed that amount stated in the bid and providing the City exercises option within one (1) year from bid due date.

_____ Option Granted

_____ Option Not Granted

If option is not granted, state length of time prices are good and additional orders acceptable.

Prices good until: _____.

NEW AND UNUSED:

The equipment furnished shall be a new and unused, current model. If and when parts and/or materials are to be provided, they will also be new and unused.

DEFECTIVE PARTS/MATERIALS/EQUIPMENT:

The contractor agrees to replace any and all defective parts/materials/equipment supplied under the contract, as determined by LAWA Project Manager, at no cost to LAWA.

WARRANTY

The contractor shall guarantee all material furnished, for a period of one (1) year after the date of final acceptance of the Work (free parts and labor for defective material on workmanship or failure to operate properly). Neither the final acceptance nor the final payment nor any provision in the contact documents shall relieve contractor of responsibility for faulty material or quality of work. The Project Manager shall give notice of observed defects to the contractor with reasonable promptness. Contractor shall remedy the defects and pay for any damage to other work resulting there from which appears within one (1) year after final acceptance. Whenever applicable, equipment furnished shall bear the Underwriter's Label.

RETURN OF STOCK ITEMS

Full credit shall be granted to LAWA for stock items if returned to contractor in original packaging within two (2) weeks of delivery date. The contractor shall be responsible for the pick-up of any erroneous items received in response to orders placed by LAWA personnel, at no charge to LAWA.

EQUIPMENT/PARTS/MATERIALS EVALUATION:

The apparent successful bidder may be required to provide one unit of the same capacity and configuration as unit offered for evaluation by LAWA within 20 days after the bid opening date and prior to the award of a contract. LAWA will be the sole judge in determining the acceptability of the unit offered.

TESTS:

Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by LAWA for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the vendor and delivery will be rejected. The vendor will be required to pick up the rejected material as soon as possible.

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ILLUSTRATIVE AND TECHNICAL DATA:

Bidder is to submit with bid, complete illustrative and technical data on goods/equipment proposed to be furnished. Failure to furnish such data may void bid.

HAZARDOUS SUBSTANCES:

This specification includes products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6396. A Material Safety Data Sheet (MSDS) prepared in compliance with Title 8, California Administration Code, Section 5194, shall accompany this bid.

If any of the ingredients of the product 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 product 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 MSDS shall accompany each shipment of the product to a LAWA facility. The product shall be delivered in containers labeled with a common chemical name of the product and the common or technical name of each of the chemical ingredients of the product, together with a statement of precautions to be taken in the use of the product.

DELIVERY COSTS:

Prices quoted shall include all delivery and pickup loading and unloading charges to LAWA at:
7409 World Way West, Los Angeles, CA. 90045

Bidder/contractor owns goods in transit and files any claim with shipper/manufacturer for any loss or damage.

DELIVERY TIME:

LAWA requires delivery within 3 to 5 calendar days after receipt of orders. The bidder shall state in his proposal the time by which delivery will be made: _____ (calendar days).

TERMINATION OF CONTRACT:

FOR CONVENIENCE:

LAWA may terminate this contract without cause and without liability for costs or damages, upon giving the contractor a thirty (30) day advance written notice or as otherwise provided herein.

FOR CAUSE:

LAWA may terminate this contract for cause and without liability for damages as follows:

- A. In the event contractor fails to abide by the terms, covenants and conditions of this contract, LAWA shall give contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, LAWA may terminate this contract forthwith upon giving contractor a ten (10) day written notice. LAWA shall be the sole judge of the contractor's contract performance.
- B. Unscrupulous or illegal conduct by the contractor or its agents(s) affecting LAWA shall be grounds for immediate and unconditional termination of the contract, with or without further notice. LAWA shall be the sole judge of the contractor's conduct and the effect of that conduct on LAWA.

Upon notice (written or otherwise) to the contractor of LAWA's decision to terminate the contract, the contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property, including items of authority (badges, permits, etc., issued by LAWA) that are in the possession, custody, and care of the contractor and/or its agent(s).

CONTRACTOR'S PROBLEM LOG:

If services and/or delivery fall below an acceptable level, as determined by the Project Manager or his/her designated representative, the Project Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service." The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected after the contractor receives the "Notice to Correct Unacceptable Service," payment may be withheld by LAWA until corrections are made.

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If unacceptable service continues after the contractor receives the "Notice to Correct Unacceptable Service" or if the contractor receives three such notices, LAWA may terminate the contract as set forth in the Termination section of this Bid.

REFERENCES:

Bidders are required to **PRINT** below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid over the last five (5) years, including name of contact person, telephone number/email address, address, date/description of project:

	1	2	3	4
Company Name				
Address				
Phone Number				
Email Address				
Contact Person				
Project Date				
Project Description				

SMALL LOCAL BUSINESS (SLB) PROGRAM:

Companies certified as a Small Local Business with the City of Los Angeles are given a preference applied to bid contracts of \$100,000 or less. A 10% preference (discount) is given to the bids of SLB certified companies. The preference is determined by taking 10% of the lowest bid that is proposed by a non-certified SLB company, and subtracting that amount from the bid of the SLB certified company. If after the preference, the SLB's bid is less than or equal to the lowest non-certified company's bid, the SLB will be awarded the contract.

In order to be given the bid preference as a certified SLB, your SLB application must be received and approved 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 last day for submission of the bid or proposal.

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

**1149 South Broadway, Suite 300
Los Angeles, CA 90015**

Certification as a Small & Local Business is valid for two calendar years from the date of approval. Applicant firms must be re-certified on an annual basis with the Office of Contract Compliance, Centralized Certification Section. For questions concerning the Small Local Business Program, contact the Office of Contract Compliance, Centralized Certification Section at 213-847-2684.

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If certified SLB by the City of Los Angeles, you must indicate bidder certification number here: _____, and/or, submit a copy of your certificate with your bid. Submission of your certificate is highly desired.

GENERAL CONDITIONS:

The request for bid is subject to the attached "General Conditions"

INVOICE INSTRUCTIONS:

The request for bid is subject to the attached "Invoice Instructions".

Note:

LAWA Accounts Payable offers the optional service of electronic payment via Automated Clearing House (ACH). To request this service, complete the attached Vendor Set Up Request Form for Automated Clearing House (ACH) and submit form with the required documentation to the address or email stated on the form.



Adobe Acrobat
Document

TABULATION OF BID RESULTS:

Procurement Services Division will make every effort to tabulate and post the bid results within seven (7) business days from the bid due date. Bid results shall be made available for public inspection at:

- Procurement Services Division, 7301 World Way West, 4th floor, Los Angeles, CA 90045.

Bid results will not be communicated over the telephone or by fax.

Bidders wishing to obtain bid results may either:

1. Attend the public bid opening, or
2. Submit a written request with the bid response referencing the bid number and a self-addressed stamped envelope, or
3. Select the web site www.labavn.org.

Note: You must login to www.labavn.org to open the bid recap document.

If this is your first visit, select "Register" at the top of the www.labavn.org screen and complete the requested information. When your registration is complete, you will receive an e-mail with your login information.

To view the bid results (recap):

- Type www.labavn.org in your web browser and press "Enter"
- Select "Login" at the top of the screen and follow the instructions
- Select "Search" at the top of the screen
- Select "Department" and select "Airports, Los Angeles World"
- Select "Status" and select "Closed"
- Select "Type" and select "Request for Bid"

If you know the bid number:

- o Select "Keyword" and enter the bid number in the format 116-XXX for formal bids or L1004XXXXXX for letter bids (also known as fax or e-mail bids)
- o Select the "Search" button at the bottom of the page
- o Select the bid and a summary page will open
- o At the bottom of the page, select "Bid Recap"

If you don't know the bid number:

- o Select the "Search" button at the bottom of the page
- o A list of all closed bids issued by Los Angeles World Airports will be displayed with the most current bids on top.

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- Select the bid that you are interested in and a summary page will open
- At the bottom of the page, select “Bid Recap”

ADMINISTRATIVE REQUIREMENTS:

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. Failure by the bidder to retrieve, read, fill out, comply with and return the Administrative Requirements with the bid response, may render the bid non-responsive.

“NO BID” RESPONSES:

If you are not submitting a bid for the attached items/project, do take a moment to tell us about your decision. LAWA is interested to hear from companies that decide not to bid.

You can download the “No Bid” form from the www.labavn.org website, complete form and return via e-mail or fax (see page 1) to the Procurement Analyst. “No bid” responses are due on or before the due date and specified time.

Note:

If you do not provide the material/service requested in this RFB, you need not res

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THE BID MUST BE SIGNED:

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; if it is made by an entity, it must be signed by an officer or officers with authority to contractually bind the entity.

Note: If one person has multiple officer positions that person may sign once and list the different officer provisions.

Bidder understands and agrees that the Company's name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) issued by the City of Los Angeles, the Invoice(s) and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.

Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted herein:

Company's Name: _____
(Print)

Corporation LLC Corporation S Corporation Sole proprietor Partnership

Street Address: _____ City: _____ State: _____ Zip Code: _____

Telephone No: _____ - _____ - _____ Fax No: _____ - _____ - _____ E-mail Address: _____

Name and Title(s): _____
(Print)

Signature: _____

Name and Title(s): _____
(Print)

Signature: _____

Contact Person (if different from above): _____ Contact Phone: _____
(Print)

PAYMENT TERMS: Payment terms are Net 30 days, unless bidder grants the LAWA a discount in the blank space after "Payment Terms" in the space below. Percentage discounts offered for payment 25 days or more will be considered by the City when evaluating bids. LAWA will deduct that percentage from your bid total. Discounts offered for payment less than 25 days will not be deducted from your bid total.

Payment Terms: _____% _____ days (minimum 25 days for net bid award consideration).