

RETURN THIS COMPLETED BID: CITY OF LOS ANGELES
by FAX TO 310-646-9625 LOS ANGELES WORLD AIRPORTS (LAWA)
or by EMAIL TO tsabosky@lawa.org **REQUEST FOR BID**
in PERSON or by MAIL TO
Attention: Terri Sabosky (THIS IS NOT AN ORDER)
Purchasing Office
7303 World Way West
Los Angeles, CA, 90045
Telephone: (424) 646-7403
FAX: (310) 646-9274

BID DUE DATE:
February 8, 2011
before 2:00 p.m. Pacific Time
Bid Number:
L10031287.ts

THE FOLLOWING 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; and if it is made by a corporation, it must be signed by two authorized corporate officers.

Bidder understands and agrees that the bidder 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 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 provisions quoted below:

(Print) Company name: _____ Sole proprietor ☐ Partnership ☐ Corporation ☐
(Bidder's name must be the same as the name on the invoice!)

by Name(s) and Titles(s): _____
(Sign with ink or indelible pen)

Contact Person: (if different from the above): _____

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

Telephone No.: (____) ____-____ Fax No.: (____) ____-____ E-mail Address: _____

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

Bids are requested by Los Angeles World Airports (LAWA), to furnish the following support services to LAWA, **Free On Board (FOB) Destination, Freight Prepaid, Goods Unloaded at 6053 West Century Blvd., Los Angeles CA, 90045 Attention: Zasky Tse, ITMG, Phone: (424) 646-7931.**

BLUECOAT WEB FILTER MAINTENANCE/SUPPORT

Line	Quantity	Unit	Description:	Unit Price	Extension Total
1	2	EA	Renewal, Standard Support, 24x7 L1-L3 Software, P/N: SL 131R-SG510-20-PR 4/26/11 to 4/25/12	\$	\$
2	2	EA	Renewal, Next Business Day, Standard Support, Hardware Only, P/N: HNBDS1R-SG510-20-PR 4/26/11 to 4/25/12	\$	\$
3	1	EA	Renewal, Standard Support, 24x7 L1-L3 Software Only, P/N: SL131R-SG510-10-PR 4/26/11 to 4/25/12	\$	\$
4	1	EA	Renewal, Next Business Day, Standard Support, Hardware Only, P/N: HNBDS1R-SG510-10-PR 4/26/11 to 4/25/12	\$	\$
5	1	EA	Renewal, Standard Support, 24X7 L1-L3 Software Only, P/N: SL131R-AV810-A 4/26/11 to 4/25/12	\$	\$
6	1	EA	Renewal, Next Business Day, Standard Support, Hardware Only, P/N: HNBDS1R-AV810-A 4/26/11 to 4/25/12	\$	\$
7	1	EA	Renewal, Standard Support, 24X7 L1-L3 Software Only, P/N: SL131R-AV510-A 4/26/11 to 4/25/12	\$	\$
8	1	EA	Renewal, 24X7X4, Standard Support, Hardware Only, P/N: H244S1R-AV510-A 4/26/11 to 4/25/12	\$	\$
9	3000	EA	Renewal Service, Blue Coat WebFilter, 2500-4999 Users, P/N: RNW-SVC-BCWF-2500-4K-1Y 3/19/11 to 4/25/12	\$	\$
10	1	EA	Renewal, Standard Support, 24X7 L1-L3 Software Only, P/N: SL131R-RPT-EE 3/19/11 to 4/25/12	\$	\$
11	3000	EA	Software, Kaspersky AV, 2000-4999 Users, P/N: KASP-AV810-A/2000-E1-1Y 2/12/11 to 4/25/12	\$	\$
TOTAL				\$	\$

LAWA may decide to purchase either a 2 or 3 year maintenance/support option. Please state your discounted rate for a multi-year purchase below:

2 year purchase price total \$ _____

3 year purchase price total \$ _____

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

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.

AWARD AND EXECUTION OF CONTRACT:

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

ADDITIONAL QUANTITIES:

LAWA desires the option to purchase additional quantities of above item(s). State if you will accept orders for additional quantities, at the same prices, terms and conditions, provided additional quantities do not exceed that shown above and that LAWA exercises the option before: **7/1/2011**.

Option Granted _____ **Option Not Granted** _____. If option is not granted, state length of time above bid prices are good and additional orders are acceptable. Above bid prices are good until: ____/____/2011.

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 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 and approved prior to the award date.

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Centralized Certification Section is located at 1149 S. 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.

If certified SLB by the City of Los Angeles, you must indicate bidder certification number here: _____

PAYMENT TERMS:

Payment terms are Net 30 days, unless bidder grants the City a discount in the following blank spaces _____ % to be considered for bid award for payment within _____ days (Minimum 25 days required!).

ADMINISTRATIVE REQUIREMENTS, GENERAL CONDITIONS AND INVOICE INSTRUCTIONS

This request for bids is subject to the below and/or attached Administrative Requirements, Assignment of Antitrust Claims, General Conditions and Invoice Instructions. **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.**

Bidder may retrieve the bid responses tabulation, usually within a week of the bid due date, on the web site www.labavn.org, or at the Purchasing Office front counter.

General Conditions
(In the general conditions listed below, the City of Los Angeles,
Los Angeles World Airports (LAWA), is hereinafter referred to as the City.)

FORM OF BID AND SIGNATURE. All bids must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental Purchasing Officer. Unless otherwise indicated in the RFB, bids should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed as indicated in the RFB. All bids 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; and if it is made by a corporation, it must be signed by two authorized corporate officers. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

TAXES. Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at the time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Other taxes must be included in the bid prices.

AWARD. Bids shall be subject to acceptance by the City for a period of 3 months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. When required by the City, bidders must submit alternate prices or name a lump sum or discount, conditional on two or more items being awarded to him. The right is reserved to reject any, or all, bids and to waive any informality in bids.

BRAND NAMES AND SPECIFICATIONS. Unless otherwise stated the detailed specification and/or brand name references are descriptive and indicate quality, design, and construction of items required. *Offer to supply articles substantially the same as those described herein will be considered regardless of minor variation(s) from the listed specifications, or specifications of the articles described by brand name.*

PATENTS. Should any items on which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote on an item of equal character and quality, the bidder may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Manager to be equal to that specified.

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

CITY HELD HARMLESS

Except for the City's sole negligence, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims. In the event the Administrative Requirements includes a "Hold Harmless" clause, this "City Held Harmless" clause shall be replaced and superseded by the Hold Harmless clause set forth in the Administrative Requirements.

PURCHASE AGREEMENT DOCUMENTS. A copy of the Notice Inviting Bids, the bid and a copy of these General Conditions and the Specifications will remain on file in the Office of the Purchasing Manager and it is understood will form the purchasing agreement when accepted by the Purchasing Manager. All materials or services supplied by the Contractor shall conform to the applicable requirement of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

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

occasioned the City thereby.

PAYMENTS. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Complete payments will be made by demands on the City Treasury of the City of Los Angeles, approved as required by ordinance and charter provisions. Invoices must be submitted as specified on the Purchase Orders or shipping authorization.

SAFETY APPROVAL. Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

PATENT RIGHTS. The supplier agrees to save, keep, hold harmless, and fully indemnify the City, its officers, employees, agents and other duly authorized representatives from all damages, cost or expenses in law or, equity that may at any time arise or to be set up for any infringement of the patent rights, trademarks, copyrights literary or dramatic rights of any person or persons in consequence of the use of any person or persons in consequence of the use by the City, its officers, employees, agents or other duly authorized representatives of articles supplied under purchasing agreement, and of which the supplier is not the patentee or assignee, or which the supplier is not lawfully entitled to sell.

ASSIGNMENT. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Manager.

ATTORNEY'S FEES. If City shall, without any fault be made a party to any litigation commenced by or against Supplier arising out of Supplier's performance of this Agreement or incident to such performance and as a result of which Supplier is finally adjudicated to be liable, then Supplier shall pay all costs, expenses and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

BID PROTEST.

Any bid protest must be submitted in writing and postmarked within fourteen (14) calendar days after the date of bid opening. The day after bid opening shall be considered as day one. Any bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 92216, Los Angeles World Airports, Los Angeles, CA 90009-2216, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- a. The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- b. The protest must refer to the specific portion of the document which forms the basis for the protest.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders.
- e. The Executive Director/Board of Airport Commissioners will issue a decision on the protest. If the Executive Director/Board of Airport Commissioners determines that a protest is frivolous, the protesting party may be determined to be irresponsible and may be determined to be ineligible for future contract award.

f. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

Revised 01/24/11



Los Angeles World Airports

Invoice Instructions

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

1. All invoices for Los Angeles World Airports pertaining to materials and/or services must be mailed to:

LAX or Van Nuys Airports

Los Angeles World Airports
Attn: Account Payable
PO BOX 92882
Los Angeles, CA 90009

Ontario International Airport

Los Angeles World Airports
Attn: ONT Construction & Maintenance
2132 E. Avion Avenue
Ontario, CA 91761

2. All invoices must have: 1.) Purchase Order Number; 2.) the LAWA division name; and 3.) the name of the LAWA employee ordering the materials and/or services. Note: LAWA's Purchase Order Number is a ten-digit number that begins with '45'.

Note: Invoices without this information will experience delays in processing.

3. The invoice prices, description and quantities **MUST** AGREE WITH THE PURCHASE ORDER LINE ITEMS;

Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. Discounts or payment terms should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.
5. Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later. In cases where the invoice is received, but the vendor has not met all requirements, the date that all requirements have been met by the vendor will be the date to be used for invoice processing and discount computation.
6. Important invoice instructions and requirements:

- **FREIGHT CHARGES:** Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in excess of \$75.
- **TAXES:** Sales taxes must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS:** Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION:** Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS:** The original invoice number must appear on any credit memo.

NOTE: Your firm must be in full compliance with all Administrative Requirement listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay prompt invoice payment.

If you have questions regarding the Invoice Instructions, please contact your LAWA contract manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys) or (909) 544-5264 (Ontario).

ADMINISTRATIVE REQUIREMENTS

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact: Los Angeles World Airports, Contract Services Division, P O Box 92216, Los Angeles, CA 90009-2216, Phone: (310) 417-0409, Fax: (310) 646-9620, E-mail: ProcurementRequirements@lawa.org, Web: www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements.

1. VENDOR IDENTIFICATION FORM

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.boe.ca.gov/sutax/sutprograms.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements -> LAWA Payment Terms to determine the applicable code.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (213) 473-5901, Web: <http://www.lacity.org/finance/>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Pursuant to City of Los Angeles Resolution No. 56 (Council File #98-1331) adopted by Los Angeles City Council on July 21, 1998, Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

Attachment:

- Vendor Identification form

2. DECLARATION OF NON-COLLUSION

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bidder must certify that their bid is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the Bidder has not sought by collusion to secure for himself/herself an advantage over any other Bidder.

3. AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this bid.

4. ASSIGNMENT OF ANTI-TRUST CLAIMS

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

Attachment:

- California Government Code Section 4550—4554

5. CHILD SUPPORT OBLIGATIONS

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

GOVERNMENT CODE
SECTION 4550-4554

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.