

C-70281

(Adv. Date APRIL 26, 2010)

CLARENCE JACKSON, BUYER
PHONE: (213) 367-2195

DEPARTMENT OF WATER AND POWER

OF

THE CITY OF LOS ANGELES



No. C-70281

SPECIFICATIONS/BIDDING DOCUMENTS FOR

PAINT PRODUCTS, AUTOMOTIVE RULE 11.51 COMPLIANT

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REGISTRATION IS REQUIRED.

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Bids (HARD COPY ONLY) returnable at 2:00 P.M. ON **MAY 18, 2010**
To the: LOS ANGELES DEPARTMENT OF WATER AND POWER
ATTN: VENDOR LIAISON CENTER
111 NORTH HOPE STREET, L-43
LOS ANGELES, CA 90012

REQUISITION NO.: 08280-10-1000048

CJ/rab

(Adv. Date April 26, 2010)



Contact: Clarence Jackson
Phone: (213) 367-2195
Regarding this Bid

DEPARTMENT OF WATER AND POWER

OF

THE CITY OF LOS ANGELES

REQUEST FOR SEALED BIDS

BID NO. C-70281

BIDDING DOCUMENTS FOR

PAINT PRODUCTS, AUTOMOTIVE RULE 11.51 COMPLIANT

THIS IS A READVERTISEMENT OF BID NO. C-70177

THIS PORTION TO BE RETURNED

Bidder's Name

Address

Bids returnable by 2:00 pm on **MAY 18, 2010**

Previous Contract No. NONE

REQ No. 08280-10-1000048

CJ/MBT/RAB

SUBMIT SEALED BIDS TO:

Department of Water and Power
of the City of Los Angeles
Director of Supply Chain Services
111 N. Hope St., Room L43
Los Angeles, CA 90012-2694
PO Box 51111, Room L43
Los Angeles, CA 90051-0100

PROPOSAL

The undersigned hereby proposes to furnish to the Department of Water and Power of The City of Los Angeles, PARTS PRODUCTS, AUTOMOTIVE RULE 11.51 COMPLIANT, as may be ordered during a period of twelve (12) months beginning with effective date of contract, in accordance with Bid No. C-70281.

The undersigned declares under penalty of perjury that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person or entity not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in 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 for itself an advantage over any other bidder.

The following attachments are made a part of this bid:

1. Terms and Conditions Form
2. Affirmative Action Plan (Must be completed and returned with your bid.)
3. Child Support Obligation Form (Must be completed and returned with your bid.)
NOTE: ONE-TIME CERTIFICATION ONLY.
4. Recycled content certification form
5. Protest Policy and Procedures

This sheet and the attached portion constitute the bidding documents, and should be returned as the bid. The attached specifications should be retained for your reference.

Your bid must be signed by a party authorized to bind the bidder.

The undersigned agrees to adhere to an Affirmative Action Program required by applicable law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions on both sides of this proposal.

Date _____, 20____

Bidder _____

Address _____

Signed by _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title)

ATTACHMENT A

PROPOSAL SCHEDULE

Proposal is hereby made to furnish to the Department,
Paint Products, Automotive Rule 11.51 Compliant,
433 E. Temple Street, Building 6, Los Angeles,
California 90012, in accordance with Bid No. C-70281,
as follows:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	(Dept. Code: 94-77-990) Paint products, automotive, group 1 and group 11, AQMD "Rule 1151" Compliant	List less _____%
2	(Dept. Code: 94-77-990) Supplies and accessories, automotive refinishing,	List less _____%
3	(Dept. Code: 94-77-990) Spray guns and accessories, automotive refinishing,	List less _____%
4	(Dept. Code: 94-77-990) Inbound freight charges, overnight, air or ground, at the Department's request,	

NET

CASH TERMS: A discount for prompt payment is offered of _____ percent for contract payments postmarked within _____ calendar days after date of acceptance or delivery and receipt of invoice. Cash terms allowing less than 25 calendar days or less than "25th proximo" will not be considered in determining award.

Applicable discounts will be calculated based upon invoice date and/or material receipt date, whichever is later.

PRICES: Prices quoted shall be in the form of trade discounts to be allowed from manufacturer's price list in effect at the time of submitting proposal. The Bidder shall submit with the proposal one (1) copy of the manufacturer's regularly published price list or lists or a CD of manufacturer's price list and all supplements thereto identified in the proposal or a CD of manufacturer's price list. The successful bidder shall furnish additional copies of such price list or lists or CDs of manufacturer's price list and supplements within ten (10) calendar days after date requested by the Departement.

The Bidder shall quote prices based upon a firm discount from such price list or lists and supplements, and all price lists or CDs of manufacturer's price list and supplements thereto submitted.

The Department reserves the right to cancel award of any item in the event the Price Lists(s) furnished by the Bidder with the bid, upon which the award was based, proves to have been superseded prior to the date of the bid opening.

PRICE LISTS: Prices shall be firm.

SPECIFIED MATERIALS OR EQUIVALENT: Wherever a particular material or brand name is specified, it shall be deemed to be followed by the words "or equal". If quoting on material other than specified, the Bidder shall give full description and catalog reference.

<u>ITEM</u>	<u>TITLE OR OTHER IDENTIFICATION OF PRICE LISTS</u>	<u>DATE</u>	<u>PAGE NO.</u>	<u>PRICE COLUMN HEADING OR OTHER IDENT.</u>
1	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
2	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
3	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

PRIMARY LOCATION OF BIDDER'S PARTS DEPARTMENT:

Days and hours of Business Operation: _____ a.m. to _____ p.m.
(Monday through Friday)

Contact Person: _____ Telephone Number: _____

Emergency Phone No. _____
(Between the hours of 5:00 P.M. and 10 P.M.)

Fax No. _____

The right is reserved to reject any or all bids, award of items separately, or award as a whole, unless otherwise stated herein.

Prices quoted by the Bidder shall be exclusive of Federal Excise Taxes pursuant to the exemption of political subdivision of a State by Federal Law. Also, prices quoted shall not include any applicable sales or use taxes unless otherwise stated herein.

Prices quoted by the Bidder shall include all applicable duties.

RECYCLED CONTENT PRODUCTS: Ordinance No. 168313 requires each awarding authority to prepare a review and monitoring report to the Chief Administrative Officer of its Recycled Products Program no later than September 1 of each year. accordingly, Contractors are to submit annual reports that indicate the following:

- The quality and types of products sold to the Department of Water and Power that included recycled material content.
- The total percentage of post-consumer recycled content and pre-consumer or secondary recycled content in these products.

Contractors with computer access shall follow the City's preferred format (see attached form) and may submit these reports to:

Department of Water and Power
Contract Compliance Officer, Room 1114
PO Box 51111
Los Angeles, CA 90051-0100

The annual report covering July 1 - June 30 of the preceding fiscal year shall be submitted by July 15 in the new fiscal year; or the first business day following July 15.

COOPERATIVE PURCHASING WITH OTHER GOVERNMENTAL AGENCIES: Bidder shall state below if they will allow cooperative purchasing with other governmental agencies, in accordance with the supplementary instructions to Bidders, under any purchase order or contract resulting from these specifications.

_____ (Yes or No)

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC): In accordance with the terms and conditions contained herein, contractor shall possess a valid BTRC number, or for those firms that are exempt, a vendor registration number (VRN). For additional information regarding the applicability of the City Business Tax Registration, contact the City Clerk's Office at (213) 978-1521.

Bidder to provide current BTRC or VRN: _____

Failure of apparent successful bidder to submit to the buyer a valid Business Tax Registration Certificate (BTRC), Vendor Registration Number (VRN) or Exempt Tax Registration Certificate, within 48 hours of notification may result in the award of contract or purchase order being withheld.

PERSON TO CONTACT: Should the Department desire information concerning this proposal, please contact:

Name _____

Address _____

Telephone No. _____ Fax No. _____

Email Address _____

**ATTACHMENT A
REVISED PROPOSAL SCHEDULE**

BID NO. C-70281

COMPARISON OF BIDS: FOR THE PURPOSE OF COMPARING BIDS TO DETERMINE THE LOWEST BIDDER, IT WILL BE ASSUMED THAT THE FOLLOWING QUANTITY OR QUANTITIES OF PAINT PRODUCTS, AUTOMOTIVE RULE 11.51 COMPLIANT, WILL BE REQUIRED DURING THE CONTRACTUAL PERIOD.

THE BIDDER SHALL FURNISH THE FOLLOWING DETAILED INFORMATION.

FAILURE TO SUPPLY DETAILED PRICE INFORMATION COULD BE REASON TO DECLARE BIDDER NON-RESPONSIVE

ITEM DESCRIPTION/PART NO.	BRAND & CATALOG NUMBER QUOTING	CATALOG/ PRICE LIST PAGE NO.	LIST PRICE	LESS DISCOUNT PERCENT	NET UNIT PRICE EACH AFTER DISCOUNT	QUANTITY EACH
1. PAINT, TOP COAT, GROUP II, 2.8 VOC COMPLIANT, PPG ESSS-A-1						110GL
ESSENTIAL HARDENER, PAINT, 2.8 VOC COMPLIANT, PPG ESH200-8						35 PT
ESSENTIAL FAST ACTIVATOR, 2.8 VOC COMPLIANT, PPG ESH510-8						35 PT
ESSENTIAL MEDIUM ACTIVATOR, 2.8 VOC COMPLIANT, PPG ESX520-8						35 PT
ESSENTIAL MEDIUM HARDENER, 2.8 VOC COMPLIANT, PPG ESX530-8						35 PT
ESSENTIAL SLOW ACTIVATOR, 2.8 VOC COMPLIANT, PPG ESX540-8						30 PT
ESSENTIAL EXEMPT REDUCER, 2.8 VOC COMPLIANT, PPG ESR300-1						30 GL
ESSENTIAL EXEMPT REDUCER, 2.8 VOC COMPLIANT, PPG ESR310-1						30 GL
PAINT, CLEAR PPG F3921-1						15 GL
PAINT PRIMER, PPG DPLV 3055-1						20 GL
PAINT HARDENER PPG DHLV 3034-4						20 GL
PAINT HARDENER PPG F3211-4						15 GL
PAINT REDUCER, PPG F3390-1						20 GL
PAINT REDUCER, PPG F3395-1						15 GL
PAINT, SINGLE STAGE, WHITE, GROUP I, PPG DGS 2185						20 GL
PAINT HARDENER, PPG DDH525-4						20 QT

ATTACHMENT A
REVISED PROPOSAL SCHEDULE

BID NO. C-70281

ITEM DESCRIPTION/PART NO.	BRAND & CATALOG NUMBER QUOTING	CATALOG/ PRICE LIST PAGE NO.	LIST PRICE	LESS DISCOUNT PERCENT	NET UNIT PRICE EACH AFTER DISCOUNT	QUANTITY EACH
1 PAINT HARDENER, PPG DDH526-4						30 QT
PAINT HARDENER, PPG DCH3610-4						15 QT
PAINT HARDENER, PPG DCH3620-4						15 QT
PAINT HARDENER, PPG DCH3630-4						15 QT
PAINT HARDENER, PPG DCH6340-4						15 QT
HYPOL HIGH-5 AEROSOL PRIMER						50 EA
WAX & GREASE REMOVER, PPG SXA330						40 EA
BASE COAT PPG ENVIROBASE EHP-B-4 5103 MEDIUM WEDGEWOOD						35 QT
PAINT BASE COAT REDUCER PPG T494-1 EVIORBASE DEIONIZED WATER						35 GL
PAINT, SINGLE STAGE, YELLOW, GROUP I, PPG DHS2785						35 GL
PAINT, SINGLE STAGE, WHITE, GROUP I, PPG DHS 2185						30 GL
PAINT, SINGLE STAGE, GROUP I OR II, YELLOW, ESSE/GL #2785						30 GL
PAINT, SINGLE STAGE, WHITE, GROUP I OR II, ESSE/GL #2185						30 GL
PAINT, CLEAR COAT, 2.1 VOC, GROUP I OR II, PPG DC4010						30 GL

ATTACHMENT A
REVISED PROPOSAL SCHEDULE

BID NO. C-70281

ITEM DESCRIPTION/PART NO.	BRAND & CATALOG NUMBER QUOTING	CATALOG/ PRICE LIST PAGE NO.	LIST PRICE	LESS DISCOUNT PERCENT	NET UNIT PRICE EACH AFTER DISCOUNT	QUANTITY EACH
1 CLEANER, ADHESIVE, GENERAL PURPOSE, 3M08987						25 EA
2. SPONGE, PAD, FINE, 3M02604						180 EA
DISC PAD, STITKIT, 6" 3M05576						180 EA
3. AUTOMOTIVE REFINISHING SPRAY GUNS AND ACCESSORIES						
SPRAY GUN, "SATA", WSB, DIGITAL SPRAY WITH .6L, P/N 142893						6 EA
SPRAY GUN, PLASTIC CUP, "SATA", WSB, NON DIGITAL SPRAY WITH .6L, P/N 133058						6 EA
SPRAY GUN, "IWATA", PLASTIC CUP, LPH-400/LVX 1.3, WBS, P/N 5662						6 EA
SPRAY GUN, "IWATA", ALUMINUM CUP, 700 ML, LPH-400/LVX 1.4, WBS, P/N 5672						6 EA
SPRAY GUN, "IWATA", ALUMINUM CUP, 700 ML, LPH-400/LVX 1.3, SOLVENT SPRAY, P/N 5642						7 EA
SPRAY GUN, "IWATA", ALUMINUM CUP, 700 ML, LPH-400 1.4, SOLVENT SPRAY, P/N 5552						7 EA

(END OF ATTACHMENT A)

CITY OF LOS ANGELES

Awarding Dept.: _____
 Dept. Contact: _____
 MS: _____ OCC#: _____

NONDISCRIMINATION ● EQUAL EMPLOYMENT PRACTICES ● AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:

1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.

B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.

C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

D. Subcontractors:

1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that _____ is hereby

 NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

_____, () _____
 WORK ADDRESS TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☐ City Plan; ☐ Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

 COMPANY NAME

 AUTHORIZED SIGNATURE

 ADDRESS

 NAME AND TITLE (TYPE OR PRINT)

 CITY, COUNTY, STATE, ZIP

A-1

 TELEPHONE

 DATE

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

Contractor _____ Project Title _____ Length of Contract _____
Contractor Address _____ Work Force as of (Date) _____ (If you have no employees, write "no employee at this time.")

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)																							
FOR CONSTRUCTION PROJECTS (L.A. County Only)																							
	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
CRAFT	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
Brick Layers																							
Carpenters																							
Electricians																							
Gunit Workers																							
Iron Worker																							
Laborers																							
Operator Engineers																							
Painters																							
Pipe Trades																							
Plasters / Cement Masons																							
Sheet Metal Workers																							
Teamsters																							
Clerical																							
Supervisory																							
TOTAL																							

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
OCCUPATION	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official &Managers																
Professionals																
Technicians																
Sales Workers																
Office / Clerical																
Semi-Skilled																
Laborers (Unskilled)																
Service Workers																
TOTAL																

Employment statistics were obtained from:

☐ Available Records ☐ Visual Check ☐ Other (Specify) _____

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation.
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
 5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
 6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
 7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
 8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
 9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
 10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
 11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
 12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
 13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
 14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

 DATE

 OFFICER'S SIGNATURES

 FIRM NAME

A-7

 OFFICER'S NAME AND TITLE (TYPE OR PRINT)

City of Los Angeles
Department of Water and Power
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The Undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wages and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. "Principal owner" means any person who owns an interest of 10 percent or more of the business or of a subcontractor assigned to City work. If there are no principal owners, please so indicate with an X here: _____(no principal owners)
4. Certify that the business will maintain compliance with Child Support Obligations Ordinance provisions.

I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

☐

**Please check if company has already submitted to DWP
certification relative to Child Support Obligations Ordinance.**

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

Return to: Department of Water & Power
Buy Recycled Program, Room 1114
PO Box 51111
Los Angeles, CA 90051-0100

CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
RECYCLED CONTENT CERTIFICATION FORM
(In Accordance with Bid Writing System-Code RR1)

BID/SPEC NO. _____ COMMODITY _____ VENDOR CODENUMBER _____

DOES YOUR BID CONTAIN RECYCLED MATERIAL (Please Check a Box)? YES ☐ NO ☐ If yes, please complete form and sign below.
If no, please sign below.

Bid Item Number	Item Description	Total Recycled Content	Post-Consumer Recycled Content *	Pre-Consumer or Secondary Recycled Content**	Nature of Goods and Services Provided	Manufacturer of Goods to be Provided
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND THAT THE FOREGOING WAS EXECUTED AT

ON

City/State/Country	Date	Name of Company
Address (City, State, Zip Code)	Telephone	Fax Number
Signature of Authorized Officer or Representative	Print Name	

*Material that would normally be disposed of as a solid waste having completed its life cycle as a consumer item.

**A virgin resource converted into a commodity of real economic value and which includes postconsumer waste, but does not include fibrous waste generated during the manufacturing process, such as fibers recovered from wastewater or trimmings of paper machine rolls (mill broke), wood slabs, chips, sawdust or other wood residue.

NOTE: The Department of Water and Power defines a recycled product as a product containing a minimum of 10% postconsumer content, as measured by weight, number, etc. whichever is most appropriate.

(Adv. Date April 26, 2010)

Contact: Clarence Jackson
Phone: (213) 367-2195
Regarding this Bid

DEPARTMENT OF WATER AND POWER

OF

THE CITY OF LOS ANGELES

REQUEST FOR SEALED BIDS

BID NO. C-70281

SPECIFICATIONS FOR

PAINT PRODUCTS, AUTOMOTIVE RULE 11.51 COMPLIANT

THIS IS A READVERTISEMENT OF BID NO. C-70177

THIS PORTION TO BE RETAINED FOR YOUR RECORD

Bidder's Name

Address

Bids returnable by 2:00 pm on **MAY 18, 2010**

Previous Contract No. NONE

REQ No. 08280-10-1000048

CJ/MBT/RAB

SUBMIT SEALED BIDS TO:

Department of Water and Power
of the City of Los Angeles
Director of Supply Chain Services
111 N. Hope St., Room L43
Los Angeles, CA 90012-2694
PO Box 51111, Room L43
Los Angeles, CA 90051-0100

CHILD SUPPORT OBLIGATIONS POLICY
CONTRACT LANGUAGE

The Contractor(s) and any subcontractors must fully comply with all applicable State and Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s)' and any Subcontractor(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of contract.

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

DEPARTMENT OF WATER AND POWER CITY OF LOS ANGELES

TERMS AND CONDITIONS READ CAREFULLY

1. **ADDITIONAL TERMS:** Additional or different terms from those set forth by the Department of Water and Power (Department) are not compatible with governmental competitive bidding. The Department objects to such additional or different terms; and unless expressly incorporated in the Department's documents, such terms shall not be part of any contract.
2. **INVOICES AND PAYMENTS:** The contractor shall submit an itemized invoice in triplicate following any month during which services were performed stating therein services performed and expenses incurred, to the Accounts Payable Section, Department of Water and Power, City of Los Angeles, PO Box 51211, Room 424, Los Angeles, CA 90051-5511.

Each invoice shall show the Department contact name and telephone number, the contract/purchase order number, the sub-purchase order (SPO) number, the vendor code number, the City of Los Angeles Business Tax Registration Certificate Number, and the identification of material, equipment and/or services covered by the invoices. In all cases the amount of applicable sales tax or use tax shall be separately stated on the invoice.
3. **PACKING SLIPS:** Each packing slip shall show the contract/purchase order number, the SPO number (if applicable), and the Department contact name and telephone number.
4. **NEW AND UNUSED:** All materials and work shall comply with these specifications. Except for rental services, and specified remanufactured parts, all materials and equipment furnished shall be new and unused. This requirement shall not preclude the use of recycled materials in the manufacturing processes.
5. **INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS:**

5.1 Contractor will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter) against The Los Angeles Department of Water and Power, its officers, directors, agents, employees, or affiliates ("Department") for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trade marks, service marks, and other proprietary information or rights (collectively "Intellectual Property rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor in the construction of the work under this Contract; or (2) as a result of the Department's actual or intended use under the specifications contained herein by the Department of any Product furnished by Contractor. Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Contractor also shall indemnify the Department against any loss, cost, expense, liability, and damages finally awarded against the Department or settlement as a consequence of such Action.

5.2 Contractor, however, shall have no liability to the Department herein with respect to any claim of infringement, which is based upon the combination or utilization of the Contractor's Product with machines or devices not reasonably anticipated hereunder; or based upon an unintended modification by the Department of the Product furnished hereunder.

5.3 In Contractor's defense of the Department, negotiation, compromise, and settlement of any such infringement Action, the Department shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

5.4 In addition, if any part of the Product (a) becomes the subject of an Action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated; Contractor shall, with the Department's consent, do one of the following immediately. Contractor shall at its expense either: i) procure for the Department the right to continue using said part of the Product; ii) replace the Product with a functionally equivalent, non-infringing product; OR iii) modify the Product so it becomes non-infringing.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the Department or diminish the intended benefits and use of the Product by the Department under the specifications herein. If Contractor proves to the Department's satisfaction that none of option (i), (ii), and (iii) is commercially feasible, Contractor shall instead refund the full purchase price of the Product.

5.5 Rights and remedies available to the Department hereinabove shall survive the expiration or other termination of this agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This section shall survive the expiration or other termination of this Contract.
6. **INDEMNIFICATION:** The contractor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of the Department, defend the Department, and any and all of their Boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including contractor's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the contractor, or the contractor's officers, agents, employees, or subcontractors of any tier, except for the active negligence or willful misconduct of the Department, its Board, officers, agents, representatives or employees.
7. **LABOR:** Where labor is to be performed in the execution of the contract, the contractor shall comply with all applicable labor laws of the State in which the work is to be done.
8. **INDEPENDENT CONTRACTOR:** The contractor shall perform such services in its own way and as an independent contractor in the pursuit of its own calling and not as an employee of the Department, and it shall be under the control of the Department only as to the results to be accomplished and not as to the means or manner by which said results are to be accomplished.
9. **AFFIRMATIVE ACTION PLAN:** The bidder shall have an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. The bidder's Plan shall comply with the requirements of the City of Los Angeles and shall be submitted on the City's form, available from the Director of Corporate Purchasing Services.
10. **CHILD CARE POLICY:** The Department encourages all bidders to adopt a stated policy on childcare. Bidders are invited to visit the Department's Child Care Administration Office, located in Room 567, 111 North Hope Street, Los Angeles, California 90012-2694.
11. **CHILD SUPPORT OBLIGATIONS POLICY:** In accordance with the City of the Los Angeles Ordinance 172401, the Department requires all contractors and subcontractors performing work for the Department to comply with all reporting requirements and court-ordered wage earning assignments.

All bidders are required to complete the Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal may result in the bid or proposal being deemed non-responsive to the specifications.
12. **CITY'S REQUIREMENTS FOR BUSINESS TAX REGISTRATION:** The contractor shall obtain and keep in full force and effect during the term of the contract all Business Tax Registration Certificates required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter 11, Section 21.00 and following, of the Los Angeles Municipal Code. Firm's current Business Tax Registration Certificate Number or, for those firms that are exempt, a Vendor Registration Number must be shown on all invoices submitted for payment. Failure to do so, may delay payment.

Failure of apparent successful bidder to submit to the buyer a valid Business Tax Registration Certificate (BTRC), Vendor Registration Number (VRN) or Exempt Tax Registration Certificate, within 48 hours of notification may result in the award of contract or purchase order being withheld.

For additional information regarding applicability of the City Business Tax Registration, contact the City Clerk's Office on (213) 978-1521.

DEPARTMENT OF WATER AND POWER CITY OF LOS ANGELES

TERMS AND CONDITIONS
READ CAREFULLY

13. **TAXPAYER IDENTIFICATION NUMBER (TIN):** Contractor declares that it has an authorized TIN. No payment will be made under this Agreement without a valid TIN number.
14. **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) AND LIVING WAGE ORDINANCE (LWO):** Under provisions of Section 10.36 et seq. and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of City financial assistance, shall comply with all applicable provisions of the Ordinances. The Department of Water and Power shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if the Department of Water and Power determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.
15. **NONDISCRIMINATION:** During the performance of any contract, the contractor shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age or physical handicap. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision: The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
16. **DEPARTMENT'S OUTREACH PROGRAM:** It is the policy of the Department to provide Women Business Enterprises (WBEs), Minority Business Enterprises (MBEs), and all other business enterprises an equal opportunity to participate in the performance of all Department contracts. Contractor shall assist the Department in implementing this policy and shall use its best efforts to attain W/MBE participation of 7 percent and 15 percent respectively, and to ensure that all available business enterprises, including W/MBEs, have an equal opportunity to compete for and participate in the work of this contract.
17. **HAZARDOUS SUBSTANCES:** If a substance or a mixture containing a substance that is listed on the "List of Hazardous Substances," prepared by the Director of the Department of Industrial Relations, is to be furnished on this order, a "Material Safety Data Sheet" (MSDS) shall be furnished at the time of delivery or as required by the act within 15 days of delivery. If the MSDS is to be mailed, contractor shall identify with purchase order number, and shall address as follows:
- Corporate Environmental Services/
MSDS Re: Purchase Order No.
Department of Water and Power, City of Los Angeles
111 N. Hope Street, Room 1050
Los Angeles, CA 90012
18. **TESTING:** The expense of the initial acceptance tests, after receipt at the Department's specified receiving points, will be borne by the Department. The expense of subsequent tests will be charged against the contractor when due to failure of first-offered materials or equipment to comply with these specifications.
19. **APPLICABLE LAW, INTERPRETATION, ENFORCEMENT AND SEVERABILITY:** Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles with venue for any litigation in Los Angeles, California.
- If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.
20. **ATTORNEY FEES AND COSTS:** The Parties agree that in any action to enforce the terms of this Agreement each Party shall be responsible for its own attorney fees and costs.
21. **DEPARTMENT FURNISHED:** The Department reserves the right and option of furnishing any or all items for which it would otherwise be required by the contract to reimburse the contractor. The Department will not be liable to the contractor for any items of service or expense not specifically provided for in the contract.
22. **CANCELLATION:** The Department upon 30 days written notice may cancel this contract. The Director of Corporate Purchasing Services will give said notice. Upon receipt of such notice, the contractor shall immediately stop all work in process under this contract. In the event the Department delivers such written notice and thereby cancels further performance, the contractor shall be entitled to payment for all services performed to date of cancellation and shall be compensated at the established rates for all work required to organize and deliver all material developed in the course of the work to date of termination.
23. **RECYCLING:** The Department of Water and Power supports the use of recycled-content products of all types. Recycled-content products help conserve natural resources, including water and energy, and reduce demands upon landfills.
- The contractor shall submit all written documents on paper with a minimum of 30 percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to the Department.
24. **OWNERSHIP OF DATA:** Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the Department and no further agreement will be necessary to transfer ownership to the Department. Copies made for the contractor's records shall not be furnished to others without written authorization from the Department.
25. **RETENTION OF RECORDS, AUDIT, AND REPORTS (REVISED OCTOBER 16, 2007)**
- The Contractor shall maintain, and shall cause the Contractor's subcontractors and suppliers as applicable to maintain all records pertaining to the management of this Contract and, related subcontracts, and performance of services pursuant to this Contract, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this Contract. If the Contractor, the Contractor's subcontractors and/or suppliers are required to submit cost or pricing data in connection with this Contract, the Contractor must maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by Department personnel or by the Department's agents (herein after "Authorized Auditors"), for a period of not less than four (4) years following final payment made by the Department hereunder or the expiration date of this Contract, whichever is later.
- The Contractor shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at the Contractor's offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the Contractor on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The Contractor shall not, however, be required to furnish the Authorized Auditors with commonly available software.
- The Contractor, and the Contractor's subcontractors and suppliers, as applicable to the services provided under this Contract, shall be subject at any time with fourteen (14) calendar days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Contract requirements relative to practices, methods,

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procedures, performance, compensation, and documentation. Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For Contractors that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, the Contractor will be provided fifteen (15) calendar days to review the Authorized Auditor's examination results or audit and respond to the Department prior to the examination's or audit's finalization and public release.

If the Authorized Auditor's examination or audit indicates the Contractor has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the Contractor to the Department within fifteen (15) calendar days of notice to the Contractor of the identified overpayment.

The Contractor shall contractually require all subcontractors performing services under this Contract to comply with the provisions of this section by inserting this provision in each subcontractor contract and by contractually requiring each subcontractor to insert this provision in any of its subcontractor contracts related to services under this Contract. In addition, Contractor and subcontractors shall also include the following language in each subcontractor contract:

"The Department of Water and Power is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of the Department of Water and Power. The designation of the Department of Water and Power as a third party beneficiary of the audit provision shall not confer any rights or privileges on the Contractor, subcontractor or any other person/entity."

The provisions of this section shall survive expiration or termination of this Contract.

25.1 AUDIT COST RECOVERY (SERVICE CONTRACT ONLY)

If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision in Section 25 for Department of Water and Power Service Contracts reveals that the Department overpayment to the Contractor is more than five percent of the billings reviewed, the Contractor shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the Contractor to the Department within fifteen (15) calendar days of notice to the Contractor of the costs and expenses.

26. **PROTESTS:** These procedures provide a method for resolving, prior to award, protests regarding the award of contracts by and through the Los Angeles Department of Water and Power's Board of Commissioners (Board). No contractor shall have any right to due process, should the Department fail to follow these procedures, for any reason within its discretion. However, failure by a contractor to follow protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of contract.

26.1 **FILING OF A PROTEST:** Protests may only be filed by interested parties whose direct economic interest would be affected by the award or non-award of a contract.

Formal protests must be filed in writing to the Los Angeles Department of Water and Power (Department) Supply Services Manager of Purchasing Operations at the address below, and received not later than 3:00 p.m., 14 calendar days after the bid opening or after the receipt of proposals, whichever is applicable, to:
SUPPLY SERVICES MANAGER OF
PURCHASING OPERATIONS

CARE OF VENDOR LIAISON CENTER
LOS ANGELES DEPARTMENT OF WATER AND POWER
PO BOX 51111 RM L43
LOS ANGELES, CA 90051-0100

At the protestor's discretion, a protest may be filed by electronic facsimile to Fax Number (213) 367-2268, with an original copy postmarked by U.S. Mail or any other return receipt means to the addressed specified herein.

Protest submissions shall include the following information:

- a. The name and address of the protestor.
- b. The protestor's relationship to the procurement sufficient to establish that the protest is being filed by an interested party.
- c. The title or identification number.
- d. The specific objection(s) to the content of a solicitation or the award of a contract.
- e. Any documentation that may support the allegations of the protest.
- f. A statement of the relief requested.

If the protest does not comply with the preceding requirements, it may not be considered for evaluation and may be returned to the protestor who submitted the written documentation without appropriate substantiating information.

The Department is not responsible for lost or otherwise delayed deliveries. A protest not filed within the time limits herein may be rejected without consideration or evaluation.

The Department may consider protests concerning **contract compliance matters or the Request for Proposal review and evaluation process** beyond the protest period. These protests will receive due consideration if:

- a. the protest is filed in prior to consideration of award of the contract by the awarding authority, **and**
- b. such protests affects a contractor who appears to have substantial and reasonable prospect of being selected if the protest is accepted.

26.2 **DEPARTMENT RESPONSE:** The Department will respond in writing to each substantive issue raised in timely filed protests. Protests will be evaluated and the Director of Supply Chain Management will issue a written decision on the determination of the protest within 45 calendar days or prior to award of contract, whichever occurs earlier.

26.3 **APPEALS:** Any decision rendered on a contract may be appealed to General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Such appeal must be filed with the Director of Supply Chain Management within 10 calendar days from the date of mailing of the Departments response to the protest. Appeals must contain detailed information regarding the basis of the appeal. The Director of Supply Chain Management will provide a written report to the General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Protesting parties will be notified of the time that the contract will be considered by General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Protesting parties will be given the opportunity to present their arguments to the Contract awarding authority.

Protests and appeals may be withdrawn at any time before a final decision is issued.

27. **PUBLIC RECORDS:** All documents submitted in response to the proposals will become a matter of public record and shall be thereupon considered public records. If a bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, the bidder represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act, *California Government Code* §§ 6250, et. seq. A bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the proposal nonresponsive and will be rejected. The Department will not provide advice as to the nature or content of documents entitled to

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protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary."

The Department is not liable or responsible for the disclosure of records marked "Trade Secret," "Confidential" or "Proprietary," including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the Department or its Board, officers, representatives, assigns, successors, employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any bidder or member of the public shall be afforded access for inspection or copying of such proposals, by request made to the Department in compliance with the California Public Records Act.

The bidder shall agree to reimburse the Department for, and to indemnify, defend and hold harmless the Department, its Board, officers, representatives, assigns, successors, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, causes of action, demands, fines, penalties, costs and expenses including without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to the Department's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

Additionally, the Department may request that the bidder directly defend any action for disclosure of any information marked "Trade Secret," "Confidential," "Proprietary," or otherwise.

28. **PARKING:** Parking is not available/provided to contractors at the John Ferraro Building at 111 N. Hope Street, Los Angeles, CA. LADWP will not reimburse parking receipts

PROTEST POLICY AND PROCEDURES

These procedures provide a method for resolving, prior to award, protests regarding the award of contracts by and through the Los Angeles Department of Water and Power's Board of Commissioners (Board). No contractor shall have any right to due process, should the Department fail to follow these procedures, for any reason within its discretion. However, failure by a contractor to follow protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of contract.

1.0 Filing of a Protest: Protests may only be filed by interested parties whose direct economic interest would be affected by the award or non-award of a contract.

Formal protests must be filed in writing to the Los Angeles Department of Water and Power (Department) Supply Services Manager of Purchasing Operations at the address below, and received not later than 3:00 p.m., 14 calendar days after the bid opening or after the receipt of proposals, whichever is applicable, to:

SUPPLY SERVICES MANAGER OF PURCHASING OPERATIONS
CARE OF VENDOR LIAISON CENTER
PROTEST FOR BID/SPEC/RFP NO. _____
LOS ANGELES DEPARTMENT OF WATER AND POWER
PO BOX 51111 RM L43
LOS ANGELES, CA 90051-0100

At the protestor's discretion, a protest may be filed by electronic facsimile to Fax Number (213) 367-2268, with an original copy postmarked by U.S. Mail or any other return receipt means to the addressed specified herein.

Protest submissions shall include the following information:

- a. The name and address of the protestor.
- b. The protestor's relationship to the procurement sufficient to establish that the protest is being filed by an interested party.
- c. The title or identification number.
- d. The specific objection(s) to the content of a solicitation or the award of a contract.
- e. Any documentation that may support the allegations of the protest.

PROTEST POLICY AND PROCEDURES

- f. A statement of the relief requested.

If the protest does not comply with the preceding requirements, it may not be considered for evaluation and may be returned to the protestor who submitted the written documentation without appropriate substantiating information.

The Department is not responsible for lost or otherwise delayed deliveries. A protest not filed within the time limits herein may be rejected without consideration or evaluation.

The Department may consider protests concerning ***contract compliance matters*** or ***the Request for Proposal review and evaluation process*** beyond the protest period. These protests will receive due consideration if:

- a. the protest is filed in prior to consideration of award of the contract by the awarding authority, ***and***
- b. such protests affects a contractor who appears to have substantial and reasonable prospect of being selected if the protest is accepted.

2.0 Department Response: The Department will respond in writing to each substantive issue raised in timely filed protests. Protests will be evaluated and the Director of Supply Chain Management will issue a written decision on the determination of the protest within 45 calendar days or prior to award of contract, whichever occurs earlier.

3.0 Appeals: Any decision rendered on a contract may be appealed to General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Such appeal must be filed with the Director of Supply Chain Management within 10 calendar days from the date of mailing of the Departments response to the protest. Appeals must contain detailed information regarding the basis of the appeal. The Director of Supply Chain Management will provide a written report to the General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Protesting parties will be notified of the time that the contract will be considered by General Manager and/or Board of Water and Power Commissioners, whichever is the awarding authority for a particular contract. Protesting parties will be given the opportunity to present their arguments to the Contract awarding authority.

Protests and appeals may be withdrawn at any time before a final decision is issued.

ATTACHMENT B

1. Award of Contract: Any award of contract will be made to the lowest responsive and responsible bidder. The determination as to which is the lowest responsive and responsible bidder may be made on the basis of the lowest ultimate cost to the Department of the materials or equipment in place and use. The right is reserved to reject any or all proposals.

2. Confirmation of Award: The bidder is hereby cautioned that award of contract is not effective until a final analysis and evaluation of all bids under consideration have been confirmed and an actual purchase order or contractual document has been issued to the successful bidder. Further, the Department reserves the right to reject all bids if, after analysis and evaluation, the apparent lowest bidder is determined to be nonresponsive.

3. Assignment of Contract Prohibited: The Contractor shall not assign or otherwise attempt to dispose of this contract, or of any of the moneys due or to become due thereunder, unless authorized by the prior written consent of the Department.

4. Acceptance Period: Bids are subject to acceptance by the Department for a period of ninety (90) calendar days, or such lesser period as prescribed in the bid.

5. Changes or Alternatives: The Bidder shall not change any wording in the documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the bidding documents. Alternatives which do not substantially comply with the Department's specifications cannot be considered. Language of negation or limitation of any rights, remedies or warranties provided by law will not be considered part of the proposal. Bids offered subject to conditions or limitations may be rejected.

6. Letters to the Department: All inquiries relating to these specifications prior to award of contract shall be addressed to the Director of Supply Chain Services as follows:

Mr. Albert A. Stephens
Director of Supply Chain Services, Room 1114
Los Angeles Department of Water and Power
P.O. Box 51111
Los Angeles, California 90051-0100

Attention: Ms. Minh Trinh-Lee/ Mr. Clarence Jackson

After award, all letters pertaining to performance of the contract shall be addressed as follows:

Department of Water and Power
City of Los Angeles
433 E. Temple Street, Bldg. 6
Los Angeles, California 90012

Attention: Contract Administrator

Re: Purchase Order No. _____
Subpurchase Order No. _____
Paint Products, Automotive Rule 11.51
Compliant

(END OF ATTACHMENT B)

ATTACHMENT C

1. General: Under the terms of the contract, the Contractor shall furnish paint products, automotive rule 11.51 compliant ordered by the Department during a period of twelve (12) months, beginning with effective date of contract, thereto, hereinafter called the "contractual period".

2. Quantity: The Department estimates it will purchase its actual requirements of each item as described in Proposal Schedule during the contractual period.

In consideration of the above estimated purchase and as an additional consideration thereto, the Department, during the period of this contract, shall have the option of purchasing additional quantities of paint products, automotive rule 11.51 compliant, up to Department's maximum requirements for operation and storage during the contractual period. Said option shall be exercised by the issuance and delivery to the Contractor of orders for any portion thereof by the Director of Supply Chain Services or a duly authorized representative.

3. Payment: Payment will be made within 30 calendar days after delivery and receipt of the correct invoice.

4. Invoice: A separate invoice shall be furnished for each delivery. Invoices shall be submitted in triplicate to the Los Angeles Department of Water and Power, City of Los Angeles, Accounts Payable Section, PO Box 51211, Room 424, Los Angeles, California 90051-5511.

Each invoice shall show the purchase order number, subpurchase order number, requisition number, the vendor code number, City of Los Angeles Business Tax Registration Certificate number, and the serial number or other identification of each unit of material equipment and/or services covered by the invoices. In all cases the amount of the applicable sales tax or use tax shall be separately stated on the invoice.

5. Delivery: The Contractor shall make deliveries and furnish services only upon receipt of orders issued by the Director of Supply Chain Services or a duly authorized representative. The Contractor shall deliver the items ordered according to the following:

Same day delivery is required for all orders placed before 10:00 am, Monday through Friday.

Delivery is required within one day of receipt of order on all orders placed after 10:00 am.

The Contractor shall provide 24-hour ordering capability, Monday through Friday, holidays excepted, by telephone, electronic ordering, fax, or telephone pagers.

The Contractor shall provide will-call service within one hour of receipt of an order, Monday through Friday, from 7:00 am to 5:00 pm, and Saturdays, from 8:00 am to 1:00 pm, holidays excepted.

6. Holidays: Recognized holidays shall be New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of said holidays should fall on a Sunday, the following Monday shall also be considered a holiday; and if a holiday should fall on a Saturday, the previous Friday shall also be considered a holiday.

7. Overnight Shipping Charges for Parts: Overnight freight charges for parts ordered on an emergency basis for direct factory delivery to Department facilities, as required, shall be prepaid and added to the invoice as a separate item. Such orders shall be at the request of an authorized Department representative, only. The Department shall not assume liability for shipping charges resulting from unauthorized shipments.

8. Delivery Locations: The Metropolitan Los Angeles delivery locations is as follows:

**433 E. Temple Street, Bldg. 6
Los Angeles, CA 90012**

9. Termination: Any contract awarded under this bid may be terminated by the Department upon thirty (30) days written notice without cause.

10. Cooperative Purchasing with Other Governmental Agencies: The Department desires that the prices, terms, and conditions in any purchase order or contract resulting from this bid be offered to any other governmental agency. The bidder shall state in the proposal if willing to allow such cooperative purchasing. Any resulting cooperative purchasing shall be between the contractor and governmental agency desiring such cooperative purchasing and shall have no effect on the Department's purchase order or contract.

(END OF ATTACHMENT C)