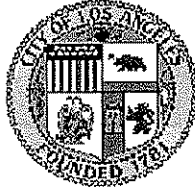


CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES – SUPPLY SERVICES DIVISION



BIDDER CHECK LIST – REQUEST FOR QUOTATION # 2181
HORSE BARN

The Bidder shall complete all documents listed below and include them in the order listed with their Quotation to the City. The Bidder shall also initial the space provided next to each item to signify they have read, completed and included the documents/items listed, excepting those documents/items marked Not Applicable (N/A). Failure to initial, complete and submit all required documents/items may make your Quotation non-responsive.

Procurement Analyst: Ben S. Ocampo

Phone: (213) 928-9545

Analyst E-mail: Benjamin.ocampo@lacity.org

Fax: (213) 928-9511

Bidder Name/Legal Business Name: _____

Bidder ID Number: _____

Form Completed and
Included with RFQ

(Bidder Initial) Form Description

	Request for Quotation (RFQ) and Addenda
	Request for Quotation Signature Page
	Attachment A – Bidder Instructions and General Terms and Conditions
	Attachment B – Specifications (2 pages)
N/A	Attachment C – RFQ Worksheet
N/A	Attachment D – Labor Price/Cost Analysis
	Contractor Responsibility Ordinance (CRO) Forms
N/A	Equal Benefits Ordinance (EBO) Forms
N/A	Federal Grant Fund Bidder Forms
N/A	Good Faith Effort (GFE) Forms
N/A	Living Wage and Worker Retention Ordinance (LWO / SCWRO) Forms
N/A	Municipal Lobbying Ordinance (MLO) Certification Form
	Slavery Disclosure Ordinance (SDO) Affidavit Form
N/A	Sweat Free Procurement Ordinance(SFPO) Code of Conduct Form
N/A	Catalogs
	One (1) original and two (2) copies of complete RFQ package
	Equal Employment Opportunity and Affirmative Action Forms

City of Los Angeles, California

Quotation/ Auction Event Details

ID Number	Format	Type	Page
CITY-EV00002181	Sell	RFx	1
Event Round	Version		
1	1		
Title			
Horse Barn			
Start Time	Finish Time		
02/12/2010 09:47:12 PST	03/10/2010 14:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012
United States

Contact: Benjamin S Ocampo
Phone: 213/928-9545
Email: benjamin.ocampo@lacity.org

Description

Manufacture and installation of Horse Barn per attached specification (Reference requisition #3052367).

General Comments

- Quotes are requested for furnishing the requirements of the City of Los Angeles for the goods and/or services described within this document. DO NOT INCLUDE SALES/USE TAX IN YOUR QUOTATION PRICES. ANY APPLICABLE TAXES WILL BE ADDED AT THE TIME OF ORDER.

- SUBMIT YOUR QUOTATION TO:

Ben S. Ocampo by fax at (213) 928-9513 or by e-mail at benjamin.ocampo@lacity.org or by mail to:

City of Los Angeles Purchasing Agent
Los Angeles City Hall South
111 E. First Street, Room 110
Los Angeles, CA 90012-4111

RFQ #EV00002181
on or before 03/10/2010 @ 2:00 p.m.

Quotations delivered to any other location will not be accepted or considered if they are not received by the Purchasing Agent at Los Angeles City Hall South, Room 110, prior to the RFQ Closing Date and Time.

All communications regarding this Request for Quotation shall be directed in writing to the Procurement Analyst listed above. Written communication may be made via e-mail, facsimile, U.S. Mail, or delivery service. Any bidder communicating with City of Los Angeles staff other than the Procurement Analyst may be disqualified, and their Quotation declared non-responsive.

- MANDATORY PRE-QUOTATION BIDDER CONFERENCE:

A Mandatory Pre-Quotation Conference will be held to receive questions from prospective bidders regarding the RFQ, and for prospective bidders to obtain additional information regarding the City's contracting and legislated compliance requirements. The conference is scheduled ON February 24, 2010, @ 10:30 a.m., at West Valley Animal Care Center, 20655 Plummer Street, Chatsworth, CA 91311.

Bidders are encouraged to submit questions a minimum of three (3) business days prior to the conference. All questions shall be submitted to the Procurement Analyst listed above, as indicated in Attachment A. However, questions submitted at the conference will be considered, and any City response will be provided to all bidders by written Addendum to the RFQ.

- SUPPLIER CONTACT INFORMATION:

Contact Person: _____

Title: _____

Telephone No.: _____

Fax No.: _____

This is NOT AN ORDER

All returned quotes and related documents must be identified with our Id.

City of Los Angeles, California

Quotation/ Auction Event Details (cont.)

ID Number	Format	Type	Page
CITY-EV00002181	Sell	RFx	2
Event Round	Version		
1	1		
Title			
Horse Barn			
Start Time	Finish Time		
02/12/2010 09:47:12 PST	03/10/2010 14:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

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

United States
Contact: Benjamin S Ocampo
Phone: 213/928-9545
Email: benjamin.ocampo@lacity.org

E-Mail Address: _____

24 Hour Contact No.: _____

- DESIRED DELIVERY:

The City desires delivery within thirty (30) calendar days after receipt of orders. The bidder shall state the time by which delivery will be made in the GENERAL QUESTIONS section of this Request for Quotation.

Shipping Terms: FOB Destination Ship Via: Supplier's Choice

- PAYMENT DISCOUNT TERMS:

Payment terms are Net 30 Days unless bidder otherwise quotes cash discount terms. The supplier agrees to offer the City any payment discount terms that are offered to its best customers, and apply such discount to payments made that meet the discount terms.

Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating Quotations. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of the supplier's invoice.

The bidder shall state their payment terms in the GENERAL QUESTIONS section of this Request for Quotation.

- ADDITIONAL QUANTITIES:

The City desires the option to purchase additional quantities of the requested item(s). State if you will accept orders for additional quantities at the same prices, terms and conditions, providing the City exercises the option before December 31, 2010.

_____ Option granted _____ Option not granted

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

Prices good until _____.

Any extension(s) beyond above stated expiration date shall be upon mutual consent between the City and the supplier. In addition, any extension(s) agreed upon by both parties shall not exceed three (3) months after the original expiration date.

- SALES/USE TAX DIRECT PAYMENT:

The City of Los Angeles participates in the "State of California Use Tax Direct Payment Permit Program" for purchases and orders placed with out-of-state suppliers. Under this program the City will assess and self pay the California Use Tax equivalent of California Sales Tax directly to the California State Board of Equalization.

The City will neither include nor pay California Sales Tax to out-of-state suppliers on the purchase of materials, supplies, and equipment when the shipment originates outside California and is shipped directly to the City via a common carrier, even if the supplier has a valid California sales tax permit.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our Id.

City of Los Angeles, California

Quotation/ Auction Event Details (cont.)

ID Number	Format	Type	Page
CITY-EV00002181	Sell	RFX	3
Event Round	Version		
1	1		
Title			
Horse Barn			
Start Time	Finish Time		
02/12/2010 09:47:12 PST	03/10/2010 14:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012
United States

Contact: Benjamin S Ocampo
Phone: 213/928-9545
Email: benjamin.ocampo@lacity.org

The City will include and pay California Sales Tax to those out-of-state suppliers who have a valid California sales tax permit and the shipment originates inside California.

Out-of-state bidder or bidder with a remittance address outside the State of California, whose shipments originate within California, and has a California State Board of Equalization Permit to collect California State Sales Tax shall enter the permit number in the space provided below.

- Permit Number: _____ - _____ - _____ - _____

If bidder has no permit number, check below and sign.

No Permit Number: _____

Signature: _____

If shipment originates outside the State of California, bidder shall state below the point of origin:

- OTHER GOVERNMENT PURCHASES:

Other government agencies may want to make purchases using the prices, terms and conditions of any contracts resulting from this RFQ. State below if you will allow such purchases.

Yes _____ No _____

- EXISTING CITY OF LOS ANGELES SUPPLY CONTRACTS:

Bidders shall state if they have an existing supply contract(s) for the same or similar items with the City of Los Angeles. In addition to City Purchasing Agent contracts, bidders shall include contracts with the Department of Airports, the Harbor Department and the Department of Water and Power.

Do you have an existing supply contract with the City?

_____ Yes _____ No

If yes, please provide the following information:

Contract 1-
Department: _____

Contract Number: _____

Description: _____

Estimated Annual City Purchases: _____

Contract 2-
Department: _____

Contract Number: _____

Description: _____

Estimated Annual City Purchases: _____

This is NOT AN ORDER

All returned quotes and related documents must be identified with our Id.

City of Los Angeles, California

Quotation/ Auction Event Details (cont.)

ID Number	Format	Type	Page
CITY-EV00002181	Sell	RFx	4
Event Round	Version		
1	1		
Title			
Horse Barn			
Start Time		Finish Time	
02/12/2010 09:47:12 PST		03/10/2010 14:00:00 PST	

Bidder: PUBLIC EVENT DETAILS

Submit To: City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012
United States

Contact: Benjamin S Ocampo
Phone: 213/928-9545
Email: benjamin.ocampo@lacity.org

If you have more than two (2) City contracts, please provide additional information on a separate document attached to your bid.

- **STANDARD PRODUCT WARRANTY:**
The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the bidder shall state the product's warranty for defects in material and labor/workmanship.

Warranty for material defects: _____ years

Warranty for labor/workmanship defects: _____ years

In no case shall the bidder's warranty period be less than, but may be longer than any express warranty or implied warranty of merchantability or fitness for use.

- **AUTHORIZED DISTRIBUTOR/DEALER:**
Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: _____ No: _____

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

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

- **MBE/WBE/OBE VOLUNTARY OUTREACH PROGRAM:**
It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and all Other Business Enterprises (OBE) an equal opportunity to participate in the performance of all City contracts. Bidders are encouraged to assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including local MBE's, WBE's, and OBE's have an equal opportunity to compete for and participate in City contracts. All bidders are encouraged to perform a good faith effort in order to reach out to MBE's, WBE's and OBE's, especially when subcontracting opportunities are available.
- **SLAVERY DISCLOSURE ORDINANCE:**
Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a company entering into a contract with the City must complete an affidavit disclosing any and all records of participation or investment in, or profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era, defined as the period of time in the United States of America prior to 1865. The company must complete and submit the affidavit and any attachments to the City Purchasing Agent before a Contract can be executed.

Questions regarding the affidavit may be directed to the Department of Public Works, Office of Contract Compliance, at (213) 847-6480. SDO Documents may be downloaded from the Internet at www.lacity.org/BCA/index.htm.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our Id.

City of Los Angeles, California

Quotation/ Auction Event Details (cont.)

ID Number	Format	Type	Page
CITY-EV000002181	Sell	RFX	5
Event Round	Version		
1	1		
Title			
Horse Barn			
Start Time	Finish Time		
02/12/2010 09:47:12 PST	03/10/2010 14:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012
United States

Contact: Benjamin S Ocampo
Phone: 213/928-9545
Email: benjamin.ocampo@lacity.org

- COMPLETE RFQ RESPONSE:

The bidder shall submit a complete Quotation for all items requested. Any award made from this RFQ will include all items in a single contract.

- PRE-AWARD CONFERENCE:

Prior to contract award, the apparent successful bidder may be required to attend a pre-award conference. The conference's purpose is to discuss and review contract requirements, ordering, delivery, receiving, invoicing and payment procedures, the supplier/customer relationship, and any other issues related to the successful management and administration of the contract.

The conference will be scheduled by the Procurement Analyst as appropriate.

- EXTENDED WARRANTY:

Bidder shall state a price for extended warranty coverage:

Parts and service for one year: \$ _____

Parts and service for two years: \$ _____

Parts and service for three years: \$ _____

Any extended warranty offered shall commence upon the completion of the original manufacturer's or bidder's warranty period, and shall not apply or be in force concurrently with the original warranty.

- LIQUIDATED DAMAGES FOR LATE DELIVERY:

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

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

- INSURANCE REQUIREMENTS:

Successful bidder shall furnish the required City insurance certificates within ten (10) days of notification of pending award. Coverages shall be as set forth below. Properly completed forms shall be submitted to the Purchasing Agent, City of Los Angeles, 111 E. First Street, Room 110, Los Angeles, California 90012. Failure to comply will result in the quotation being rejected as non-responsive, and award will be made to the next lowest responsive and responsible bidder.

Minimum coverages shall be as follows:

(1) Bodily injury & property damage - \$ 1,000,000 combined single limit

This is NOT AN ORDER

All returned quotes and related documents must be identified with our Id.

City of Los Angeles, California

Quotation/ Auction Event Details (cont.)

ID Number	Format	Type	Page
CITY-EV00002181	Sell	RFX	6
Event Round	Version		
1	1		
Title			
Horse Barn			
Start Time	Finish Time		
02/12/2010 09:47:12 PST	03/10/2010 14:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

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

Contact: United States
Benjamin S Ocampo
Phone: 213/928-9545
Email: benjamin.ocampo@lacity.org

(2) Worker's Compensation - statutory limits in accordance with sections 3700 and 3800 of the California State Labor Code and including Waiver of Subrogation in favor of the City, plus Employer's Liability.

(3) Additional insured - the City of Los Angeles shall be named as an additional insured.

(4) Cancellation or reduction notice - 30-day notice of cancellation or reduction shall be mailed to the City of Los Angeles, City Attorney, 12th floor, City Hall, 200 N. Spring St., Los Angeles, CA 90012-4801

Name, address and phone number of insurance agency underwriting the contractor's public liability and property damage insurance:

All bidders are directed to the document {Submitting Proof of Insurance} for more information.

- CONTRACTOR'S LICENSE:

The following information shall be furnished by the bidder with its quotation:

Contractor's State License No: _____

Class: _____

Expiration Date: _____

- SUBCONTRACTORS:

All subcontractors shall be approved by the City Purchasing Agent prior to working on City projects. A subcontractor is defined as a person, partnership, corporation or other entity, which enters into a contract with a contractor for performance of some or all of the City contracted work.

Bidders shall provide a list of all proposed subcontractors with the Quotation, including the following information: Subcontractor Name, Complete Address, Contact Name and Title, E-mail Address, Phone Number, and Fax Number.

The Contractor shall identify subcontracted work by subcontractor name and dollar amount subcontracted on all monthly/quarterly reports. Wholly owned subsidiaries of the contractor shall not be considered as subcontractors, but the City shall be notified in advance of their usage. The Contractor shall not change any of the approved subcontractors or reduce their level of work without the City Purchasing Agent's written approval. City approval shall not be unreasonably withheld.

All procurement agreements with a value in excess of \$25,000 and having a term in excess of three (3) months are subject to the Sweat-Free Procurement Ordinance. Subcontractor information for these agreements shall be provided in both hardcopy and electronic versions. Information for these contractors/subcontractors will be posted on the City Purchasing Agent's Internet website.

- PERMITS:

The successful bidder shall be responsible for obtaining all permits required to perform the work as described in this RFQ and any attached specifications.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our Id.

City of Los Angeles, California

Quotation/ Auction Event Details (cont.)

ID Number	Format	Type	Page
CITY-EV00002181	Sell	RFx	7
Event Round	Version		
1	1		
Title			
Horse Barn			
Start Time	Finish Time		
02/12/2010 09:47:12 PST	03/10/2010 14:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012
United States

Contact: Benjamin S Ocampo
Phone: 213/928-9545
Email: benjamin.ocampo@lacity.org

- DELIVERY INSTRUCTIONS:

Supplier shall contact the ordering department for specific delivery instructions prior to making deliveries. Deliveries must be coordinated with the site's Facilities Manager and/or Department of General Services to be named at the time the Purchase Order is awarded.

- DELIVERY TIMES:

All deliveries between 9 a.m. and 2 p.m. Monday through Thursday; no Friday deliveries.

General Questions

Question

The City's delivery terms are FOB Destination.

Are you quoting FOB Destination?

If not, state your FOB point in the Comments Section.

Yes No

Response Comments

The City's delivery terms are Freight Prepaid.

Does your bid price include freight costs?

If not, state your freight costs in the Comments section.

Yes No

Response Comments

What is your delivery time After Receipt of the Order?

Response Comments

This is NOT AN ORDER

All returned quotes and related documents must be identified with our Id.

City of Los Angeles, California

Quotation/ Auction Event Details (cont.)

ID Number	Format	Type	Page
CITY-EV00002181	Sell	RFx	8
Event Round	Version		
1	1		
Title			
Horse Barn			
Start Time	Finish Time		
02/12/2010 09:47:12 PST	03/10/2010 14:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012
United States

Contact: Benjamin S Ocampo
Phone: 213/928-9545
Email: benjamin.ocampo@lacity.org

Question

Payment terms are Net 30 Days unless the bidder quotes cash discount terms. Cash discounts offered for payment less than 25 days will not be considered by the City when evaluating Quotations.
What are your payment terms?

Yes No

Response Comments

Line Details

Line: 1 Item ID: Line Qty: 1 UOM: lot

Description: HORSE BARN: 12 FT. x 12 FT. STALLS PLUS MATERIALS IN ACCORDANCE WITH ATTACHED SPECIFICATIONS.

Comments: - State brand, model and/or cat. no: Unit Price Extended Price

\$ \$

Question

What is your unit price?

Response Comments

Line: 2 Item ID: Line Qty: 1 UOM: lot

Description: INSTALLATION/ASSEMBLY AT POINT OF CONNECTION.

Comments: - LABOR:
Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.

Labor Classification: _____

Regular rate: \$ _____

Overtime rate: \$ _____

Labor rates shall be subject to change in accordance with the

This is NOT AN ORDER

All returned quotes and related documents must be identified with our Id.

City of Los Angeles, California

Quotation/ Auction Event Details (cont.)

ID Number	Format	Type	Page
CITY-EV00002181	Sell	RFx	9
Event Round	Version		
1	1		
Title			
Horse Barn			
Start Time	Finish Time		
02/12/2010 09:47:12 PST	03/10/2010 14:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012
United States

Contact: Benjamin S Ocampo
Phone: 213/928-9545
Email: benjamin.ocampo@lacity.org

applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.

Total Installation Cost (Labor only) \$ _____

Question

What is your unit price?

Response Comments

This is NOT AN ORDER

All returned quotes and related documents must be identified with our Id.

City of Los Angeles, California
Quotation/ Auction Event Details (cont.)

ID Number	Format	Type	Page
CITY-EV00002181	Sell	RFx	10
Event Round	Version		
1	1		
Title			
Horse Barn			
Start Time	Finish Time		
02/12/2010 09:47:12 PST	03/10/2010 14:00:00 PST		

Bidder: PUBLIC EVENT DETAILS

Submit To: City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012
United States

Contact: Benjamin S Ocampo
Phone: 213/928-9545
Email: benjamin.ocampo@lacity.org

Bidder Information

Firm Name:		
Name:	Signature:	Date:
Phone #:	Fax #:	
Street Address:		
City & State:	Zip Code:	
Email:		

City of Los Angeles, California
Request for Quotation
Signature Page

1. COMPLETE CONTRACT

This entire RFQ or any item(s) thereof, shall become the contract upon its acceptance by the Purchasing Agent on behalf of the City of Los Angeles. The complete contract shall consist of The Notice of Award, The Notice Inviting quotes, the entire RFQ (including specifications) and Attachment A, or any item(s) thereof, this Signature Page, addenda, and when required, INSURANCE AND BOND(S). A Notice of Award will be furnished to the successful bidder identifying the item(s) to be furnished under this contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE SUPPLIER

The Supplier agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the Supplier for the goods or services in the manner described in the paragraph entitled "PAYMENTS" in Attachment A.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATIONS

When alternative provisions are requested, or options are offered, the Supplier will be notified as to which provision, or option, is being accepted at the same time that the Supplier is notified that it is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this RFQ is genuine and not a sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any bidder to put up a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to itself any advantage over other bidders.

EXECUTED AT: _____ ON THE _____ DAY OF _____, 20____
(Supplier Complete) City State Month

Firm Name: _____ Phone: _____

Address: _____
Street City State Zip

Print Name Sign Name Title

For contracts expected to exceed \$90,000 (including taxes, shipping, handling, and any other fees or charges), the Supplier must complete the bottom section of this page in addition to the section above. (Both signatures must conform to the signature methods below.)

Print Name Sign Name

Title

(Affix Corporate Seal Here)

Approved Corporate Signature Methods

- a) Two signatures: One by Chairman of Board of Directors, President, or Vice President; and one by Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- b) One signature by Corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign on the company's behalf.

CONTRACT CANNOT BE ISSUED UNLESS THIS SIGNATURE PAGE IS COMPLETED PROPERLY.

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

County of _____ State of _____ Subscribed and sworn this _____ day of _____, 20____ _____ (Notary Seal)	In witness whereof the City of Los Angeles has caused this contract to be executed by the Purchasing Agent of said City, and said Supplier has executed this contract the day and year written below. TONY M. ROYSTER Purchasing Agent, City of Los Angeles By: _____ NameDate	Approved as to Form _____, 20____ CARMEN A. TRUTANICH City Attorney By: _____ Deputy City Attorney
---	---	--

CITY OF LOS ANGELES
Department of General Services – Supply Services Division

ATTACHMENT A

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

READ CAREFULLY

BIDDER INSTRUCTIONS

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

BI-1. Request for Quotation Bidder Responsiveness:

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

It shall be the bidder's responsibility to provide one (1) original and two (2) copies of the completed Quotation documents. The original and all copies shall include all Quotation documents requested by the City including addenda, specifications, drawings and all forms.

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

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

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

BI-2. Form of Quotation and Signature:

The Quotation must be made on the City form only. Telegraphic quotations are not acceptable. Facsimile Quotations may be submitted only when requested by the City Purchasing Agent as a Request for Fax Quotation. The Quotation should be enclosed in a sealed envelope, showing the Quotation number in the lower left corner, and addressed to the Los Angeles City Purchasing Agent, as indicated in the RFQ. The Quotation must be signed with the firm corporate name and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. **All prices must be firm unless the specifications provide for adjustment.**

BI-3. New and Unused:

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

CITY OF LOS ANGELES
Department of General Services – Supply Services Division

BI-4. Recycled Content Products:

As an essential part of the City of Los Angeles' comprehensive program for solid waste management, it is in the public interest to purchase recycled products with the highest recycled material content feasible in the City's procurement of goods and equipment. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City requests that bidders offer recycled content products as alternatives, when available, in addition to any non-recycled items requested in the RFQ.

BI-5. Recycled Packing Material:

The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post consumer recycled content. Containers and packing material, when possible, must show the recycled product logo and recycled content percentage information.

BI-6. Cost of Preparing Quotations:

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

BI-7. Taxes:

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

BI-8. Delivery Costs:

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

BI-9. Payments:

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

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

BI-10. Safety Requirements - OSHA and CALOSHA:

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

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

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

BI-11. Safety Approval and Certification:

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

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

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

BI-12. "Or Equal":

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

BI-13. Specifications and Deviations from Specifications:

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

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

If provisions of the specifications restrict bidder from bidding, bidder may request in writing that the specifications be modified. Such request must be received by the Purchasing Agent at least five (5) working days before the Quotation closing date. All bidders will be notified by Addendum of any approved changes in the specifications.

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

BI-14. Illustrative and Technical Data, Drawings and Printed Literature:

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

BI-15. Hazardous Substances/Chemicals:

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

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

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

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

BI-16. Withdrawal of Quotations:

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

BI-17. Waiver of Irregularities, Informalities, and Rejection of Quotations:

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

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

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

BI-18. Quotations Property of City/Proprietary Bid Material:

All Quotations submitted shall become the property of the City of Los Angeles and subject to the State of California Public Records Act. Bidders must identify all copyrighted material, trade secrets or other proprietary information that the bidders claim are exempt from the California Public Records Act (California Government Code Section 6350 et seq.).

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

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

BI-19. Lowest Bid Price, Lowest Ultimate Cost, or Best Overall Value to the City:

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

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BI-20. Quotation Acceptance and Contract Award:

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

BI-21. Appeal of Award:

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

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

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

END OF BIDDER INSTRUCTIONS

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

GTC-1. Integrated Contract:

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

GTC-2. Applicable Law, Interpretation and Enforcement:

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

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

GTC-3. Nondiscrimination/Affirmative Action Ordinance:

This contract is subject to the City's Affirmative Action requirements. City of Los Angeles Administrative Code Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. In order to comply, the supplier shall have current Certificates and Plans on file with the appropriate City authority.

During the performance of this contract, the contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status, or medical condition. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

Questions regarding the City's requirements should be directed to the Bureau of Contract Administration, Office of Contract Compliance, at (213) 847-2625.

GTC-4. Child Support Assignment Orders Ordinance:

City of Los Angeles Administrative Code Division 10, Chapter 1, Article 1, Section 10.10 requires all suppliers and sub-suppliers to fully comply with all applicable Federal and State employment reporting requirements for the supplier or sub-supplier's employees.

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

1. Fully comply with all applicable Federal and State employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

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4. Certify that the business will maintain such compliance throughout the term of the contract.
5. Include all language in this section in any contracts, agreements or understandings the bidder creates or has with sub-suppliers providing goods or services under a contract awarded by the City of Los Angeles.

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

GTC-5. Service Contract Worker Retention and Living Wage Ordinances:

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

Unless pre-empted by the California State Labor Code pertaining to Prevailing Wage in Item GTC-11 below, any supplier who enters into a service contract of \$25,000 or more with the City agrees to comply with applicable sections of the Los Angeles City Administrative Code pertaining to the Living Wage. Under the provisions of Section 10.36(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the supplier violated the provisions of the referenced Code section. Contact the Bureau of Contract Administration, Office of Contract Compliance for living wage rules and regulations at (213) 847-2625.

GTC-6. Equal Benefits Ordinance:

Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), Los Angeles Administrative Code Section 10.8.2.1, bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the EBO. Bidders shall refer to the attached documents, titled "City of Los Angeles Equal Benefits Ordinance", for further information regarding the requirements of the Ordinance.

All bidders shall complete and return, with their Quotation, the EBO Compliance Form (three pages) contained in the attachment. The Application for Reasonable Measures Determination (one page) and the Application for Provisional Compliance (two pages) are included, but should be submitted only if applicable. Unless otherwise specified in this procurement package, bidders do not need to submit supporting documentation with their Quotation. However, supporting documentation verifying that benefits are provided equally shall be required of the bidder(s) selected for contract award.

During the Contract term, the supplier certifies and represents that the supplier will comply with the EBO. The supplier agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the supplier will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Bureau of Contract Administration, Office of Contract Compliance at (213) 847-2625.

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Failure of the supplier to comply with the EBO will be deemed to be a material breach of the Contract by the City Purchasing Agent.

If the supplier fails to comply with the EBO, the Purchasing Agent may cancel, terminate, or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all remedies at law or in equity for any breach.

If the CAO determines that a supplier has set up or used its contracting entity for the purpose of evading the intent of the EBO, the Purchasing Agent may terminate the contract on behalf of the City.

Failure to comply with the EBO may be used as evidence against the supplier in actions taken pursuant to the provisions of Los Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Bureau of Contract Administration, Office of Contract Compliance at (213) 847-2625.

GTC-7. Contractor Responsibility Ordinance:

City of Los Angeles Administrative Code Division 10, Chapter 1, Article 14, Section 10.40 et seq. provides that every Request for Quotation (RFQ), is subject to the provisions of the Contractor Responsibility Ordinance (CRO), unless exempt pursuant to the provisions of the Code.

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

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

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

The supplier further agrees to:

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

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GTC-8. Slavery Disclosure Ordinance:

Supplier certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance (effective October 15, 2003), Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time.

Failure to fully and accurately complete the affidavit may result in termination of the contract.

GTC-9. Sweat-Free Procurement Ordinance

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

1. Contractor shall comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace discrimination.
2. Contractor shall comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
3. Contractor shall take good faith measures to ensure, to the best of Contractor's knowledge, that Contractor's subcontractors also comply with the City's Contractor Code of Conduct.
4. Contractor shall pay a procurement living wage to employees working on contracts for garments, uniforms, foot apparel, and related accessories, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,090 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage shall be comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power Index.

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GTC-10. Small Local Business Ordinance:

In accordance with Division 10, Chapter 1, Article 4, Section 10.25 et seq. of the City of Los Angeles Administrative Code, any supplier who qualifies as a "Small Local Business" (SLB) and is a responsible bidder shall be granted a preference as to all contracts of \$100,000 or less, for which quotations were solicited, in an amount equal to 10% of the quotation of the lowest and best responsible bidder, if that latter bidder has not qualified as a SLB. If, after deduction of the 10% preference from the quotation of the SLB, the quotation is equal to or less than the lowest quotation, the quotation of that SLB shall be deemed to be the lowest quotation.

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

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

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

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

GTC-11. Prevailing Wage Ordinance:

In accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 1, Section 10.7, the supplier agrees to comply with applicable sections of the California State Labor Code pertaining to labor and the prevailing wage rates. Where labor is required for public work as a part of this contract, the supplier shall pay no less than the Prevailing Wage as determined by the California Department of Industrial Relations. Bidders may contact the Department of Public Works, Office of Contract Compliance for current prevailing wage information at (213) 847-2629.

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

GTC-12. Contract Purchase Orders:

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

GTC-13. Most Favorable Government Prices:

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

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

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GTC-14. Price Reductions:

After the award of a contract, or during the contract term, any material, equipment, or product cost or price list reductions to the supplier shall be offered to the City in a corresponding price reduction. Periodically the City may request the supplier to certify in writing that any and all material, equipment, and product cost and price list reductions to the supplier are reflected in the City's prices.

GTC-15. Retention of Records, Audits and Reports:

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

GTC-16. Contract Termination:

The contract may be terminated in whole or in part by the City for its convenience, without penalty, provided that the contractor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of orders fulfilled or work performed.

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

GTC-17. Termination for Non-appropriation:

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

GTC-18. Assignment:

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

GTC-19. Restocking Fee:

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

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

GTC-20. Care and Custody:

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

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Department of General Services – Supply Services Division

GTC-21. Default by Supplier:

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

GTC-22. Breach and Waiver of Breach:

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

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

GTC-23. Claims for Labor and Materials:

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

GTC-24. Americans with Disabilities Act:

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

GTC-25. City Tax Registration Certificate:

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

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

GTC-26. Force Majeure:

Notwithstanding any other provisions hereof, neither the Supplier nor the City shall be held responsible or liable for failure to meet their respective obligations under this agreement, if such failure shall be due to causes beyond Supplier's or City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local government in either sovereign or contractual capacity, insurrection, epidemics, freight embargoes or delays in transportation, and changes in federal, state or local laws.

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GTC-27. Patent Rights:

The person, firm, or corporation to whom this contract is issued does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this contract agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

GTC-28. Indemnification:

Except for the active negligence or willful misconduct of the City, supplier undertakes and agrees to defend, indemnify and hold harmless the City and any and all of the City's Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including supplier's employees and agents, or damage of or destruction to any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions, or willful misconduct incident to the performance of this Contract on the part of supplier or sub-supplier of any tier. The provisions of this paragraph shall survive termination of this Contract.

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

Horse Stalls Specification

SUMMARY:

The horse stalls to be installed and fabricated shall consist of a gable roof and facial gutter along the edge of the roof, one - 12 ft. x 12 ft. storage room and five - 12 ft. x 12 ft. corral stalls with a 12 ft. width breezeway at the center. The stalls shall also include electrical and plumbing fixtures. The area where the horse stalls is to be installed and fabricated will be surrounded by coral fencing with two - 12 ft. width gates. The fabrication and installation shall be at the following location:

West Valley Animal Care Center
20655 Plummer Street,
Chatsworth, CA 91311

SCOPE DESCRIPTION:

Vendor shall provide the following:

- 5 – 12 ft x 12 ft rail corrals with a 12 ft center breezeway.
- 1 supply room (12'x12') with a concrete foundation.
- 36 ft x 36 ft gable roof with facial gutter.
- 5 automatic waters - The vendor/contractor shall provide automatic horse waterer at each of the stalls and a stub out for connection. The City will be responsible for connecting from the water source to the stub out.
- 16 embedded posts with concrete foundation.
- 7 light fixtures - Model LumaPro - 5HD98 or equal and provide a panel for the City to attach power. Each stall shall have one light fixture at the entry and 2 light fixtures for the storage. The City will be responsible for running from the power source to the electrical panel.
- 2 receptacles.
- Remove 9 inches of spoils and provide 6 inches of base materials and 3 inches of decomposed granite beneath the stalls.
- Approved Engineering Plans to be provided by the Dept. of Building and Safety.
- 2 – 12 ft gates.
- 290 L.F. of 6 ft x 6 ft coral rail fencing with post at 16 ft spacing.
- Hookups to existing utilities.

FIELD QUALITY CONTROL:

- A. The vendor/contractor shall field verify all dimensions on site.

- B. The vendor/contractor prior to fabrication and installation shall coordinate all work and layout of the horse stalls with Bureau of Engineering, Project Manager, Alan Espiritu and Department of Animal Services' representative.
- C. The vendor/contractor can store materials in the facility, but the City will not be responsible for security of the materials. The vendor/contractor needs to coordinate access to the site with the facility's manager and Department of General Services. The facility is 24/7 operational.

JOB WALK:

A job walk is mandatory. This will give the vendor/contractor the opportunity to examine the existing site condition prior to bidding and answer any question that may arise. The job walk is scheduled for Wednesday, February 24, 2010 at 10:30 a.m. at West Valley Animal Care Center, 20655 Plummer Street, Chatsworth, CA, 91311. Contact Ben S. Ocampo at (213) 928-9545 to confirm participation not later than 3:30 p.m. of Tuesday, February 23, 2010.

DRAWINGS:

Vendor shall submit a scaled shop drawing of the pre-fabricated horse stalls, which should include the floor plan layout and elevations. The vendor will be responsible for getting approval of all required permits, clearances and a ready to issue permit from the Department of Building and Safety. However, the City will provide an IDO to pay for all processing fees including the permits.

PROTECTION:

Protect the existing Animal Services Care Center. Any damages to the surrounding area will be corrected immediately at the expenses of the vendor/contractor.

WARRANTY:

- A. Should any deficiencies develop with the specified warranty period due to inferior faulty material and workmanship, correct such deficiencies within 5 working days to the satisfaction of the City Engineer without added expense to the City. If the deficiencies are not corrected in a timely manner to the satisfaction of the City, the City reserves the right to have it done form other vendors at the expense of the bidder.
- B. The City reserves the right to make temporary repairs as necessary to keep the barn in operating condition. The exercise of this right by the City will not relieve the Vendor/Contractor of his responsibilities under the terms of the warranty.

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

EV2181

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

GSD, Supply Services Div., Procurement**Ben S. Ocampo****(213) 928-9545**

City Department/Division Awarding Contract

City Contact Person

Phone

EV00002181 - Horse Barn with six (6) 12 ft. X 12 ft. Stalls

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address

City

State

Zip

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.☐ An update of a prior Questionnaire dated ____/____/____.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: _____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

☐ **Limited Liability Company:** Date of formation: _____ State of formation: _____

☐ **Partnership:** Date formed: _____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: _____

List any firm(s) that you have been associated with as an owner, or partner, for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: _____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Has any of the firm's owners, or partners operated a similar business in the past five years?

☐ Yes ☐ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, or partner of your firm holds a similar position in another firm.

2. Has the firm changed names in the past five years?

☐ Yes ☐ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

3. Is your firm now or has it ever been at any time in last five year, the debtor in a bankruptcy proceeding?
☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

4. Is your company in the process of, or in negotiations toward, being sold?
☐ Yes ☐ No

If **Yes**, explain the circumstances on Attachment B.

5. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?
☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

E. PERFORMANCE HISTORY

6. How many years has your firm been in business? _____ Years
7. List on Attachment B the five largest contracts your firm has had with any private or governmental entity over the last five years which are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) contract number; (b) awarding authority; and (c) contact name and phone number.

☐ Check the box if you have not had any similar contracts in the last five years.

8. In the past five years, has your firm ever had a contract, whether with a governmental entity or with a private individual or entity, terminated prior to completion of the contract?
☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

9. In the past five years, has your firm been denied an award of a contract based on a finding by a governmental entity that your company was not a responsible bidder or contractor?
☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

10. In the past five years, has your firm been a defendant in any employment-related litigation brought by an employee, which has been adjudicated in favor of the employee(s)?
☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

11. In the past five years, has your firm been assessed liquidated damages on any contract?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

12. In the past five years, has your firm or any of its owners, or partners been cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

13. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

14. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "your firm" includes any owners, or partners in the firm. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☐ No

(c) In the past five years, has your firm convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☐ No

15. In the past five years, has your firm or any of its owners been convicted of a crime or been found liable in a civil suit involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

EV00002181 - Horse Barn with six (6) 12 ft. X 12 ft. Stalls

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting additional information.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting additional information.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR SECTION G, QUESTION NO. 12

Check **Yes** in response to Question No. 1 in Section G if your firm or any of its owners or partners have ever been cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement is GSD-Supply Services Department Contact Person is Ben S. Ocampo

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, _____, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

Company Name	Phone	Federal ID #	
Street Address	City	State	Zip

3. Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in _____ (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

_____ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

_____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on _____ at _____
(Date) (City) (State)

Signature: _____ Title: _____

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

CITY OF LOS ANGELES

Awarding Dept.: General Services Department

Dept. Contact: Ben S. Ocampo

MS: 710

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

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.