

**REQUEST FOR FAX QUOTATION****THIS IS NOT AN ORDER!**

DATE: July 22, 2009

TIME: 2:30 PM

Req. 0003049268

This fax consists of 7 pages, including the cover page.

Please complete the information below and on the following page(s), and fax back to:

Claudia Landrum, Procurement Aide

City of Los Angeles, Supply Services, Procurement Section

Fax: (213) 928-9513, or (213) 928-9511

Phone: (213) 928-9508

Company Name: _____

Quoted By: _____

Phone Number: _____

E-mail Address: _____

Payment Terms: _____ Delivery Time ARO: _____

FOB Point: _____

Bidder's Instructions and General Terms and Conditions for City of Los Angeles Purchasing Agent Contracts are applicable and in force. To get a copy, call the Procurement Aide listed above at (213) 928-9508, or on the web at www.lacity.org/gsd/supprog.htm.

PLEASE RETURN YOUR QUOTE BY 10:00 AM ON TUESDAY, AUGUST 11, 2009. FAILURE TO RESPOND WITHIN SPECIFIED TIME MAY CAUSE REJECTION OF YOUR QUOTE.

**REQUEST FOR FAX QUOTATION****THIS IS NOT AN ORDER!**

Line	Description	Qty	UOM	Price	Ext. Price
1	OFFICE TRAILER, RENTAL, 10 FEET X 20 FEET, WITH STEPS, SECURITY SCREENS, DOOR BARS, HVAC UNIT, AND MINIMUM OF (1) DOOR AND (2) WINDOWS.	12	MO		
2	DOH/LICENSE FEE	1	MO		
3	DELIVERY AND INSTALLATION - INCLUDES HAULING, BLOCK & LEVEL OF BUILDING, INSTALLATION OF SKIRTING AND TIE DOWNS.	1	LO		
4	REMOVAL AND RETURN - INCLUDES REMOVAL OF TRAILER, SKIRTING, TIE DOWNS, AND HAULING .	1	LO		

PRE-QUOTATION BIDDER CONFERENCE:

A 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 for 10:00AM, Tuesday, August 4, 2009 at 4550 Santa Monica Blvd, Los Angeles, CA 90029.**

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.

TOTAL:

\$ _____

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.**



DESIRED DELIVERY:

The City desires delivery within 5 calendar days after receipt of orders. The bidder shall state the time by which delivery will be made.

Delivery will be made within _____ days after receipt of order.

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.

Payment Discount offered the City: _____% for payment within _____ days.

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 exercise 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 are 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.

SHIPPING CHARGES:

Please prepay and add shipping or delivery charges to your invoice. Ship cheapest way, for goods to arrive within the time specified in the order. Please include a copy of your freight bill with your invoice.

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.

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:

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.

CITY OF LOS ANGELES

Awarding Dept.: General Services

Dept. Contact: Claudia Landrum

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

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 GSD - Supply Services Department Contact Person Claudia Landrum

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.