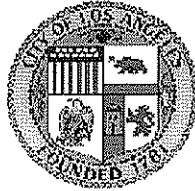


CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES – SUPPLY SERVICES DIVISION



BIDDER CHECK LIST – REQUEST FOR QUOTATION # EV00002933
GMC TRUCKS, FOR LAPD BOMB SQUAD

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: JENNIFER ABELEDA Phone: 323 526 9264

Analyst E-mail: JENNIFER.ABELEDA@LACITY.ORG Fax: 323 526 9266

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/Drawings/Plans
N/A	Attachment C – RFQ Worksheet/Market Basket
N/A	Attachment D – Labor Price/Cost Analysis
	Contractor Responsibility Ordinance (CRO) Forms
N/A	Federal Grant Fund Bidder Forms
N/A	Living Wage and Worker Retention Ordinance (LWO / SCWRO) Forms
	Municipal Lobbying Ordinance (MLO) Certification Form
	Sweat Free Procurement Ordinance(SFPO) Code of Conduct Form
N/A	Catalogs
	One (1) original and one (1) copy of complete RFQ package
N/A	Samples
	Los Angeles Business Assistance Virtual Network (BAVN) Company Documents: Affirmative Action Ordinance (ND/EEO/AA) Forms, Equal Benefits Ordinance (EBO) Forms, Slavery Disclosure Ordinance (SDO) Affidavit Form – Download/Upload forms on the BAVN at http://www.labavn.org/

City of Los Angeles, California

Quotation/ Auction Event Details

ID Number	Format	Type	Page
CITY-EV00002933	Sell	RFx	1
Event Round	Version		
1	1		
Title			
GMC Trucks, for LAPD Bomb Squad			
Start Time	Finish Time		
09/20/2011 09:00:00 PST	10/20/2011 13:00:00 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: Jennifer Abeleda
Phone: 323/526-9264
Email: Jennifer.Abeleda@lacity.org

Description

GMC Trucks, for LAPD Bomb Squad per

1. Specification No. MTD 11-02 (7 pages)
2. Specification No. MTD 11-03 (7 pages)
3. Specification No. MTD 11-04 (7 pages)

General Comments

- ATTENTION BIDDERS: IF YOU ARE NOT SUBMITTING A BID.

=====

The City Purchasing Agent is interested to hear from companies that decide to not bid on the City's supplies, materials and equipment needs. If you are not submitting a bid for the attached items, please take a moment to tell us about your decision.

Bidders who do not respond to three Requests for Quotation risk having their Supplier or Bidder status inactivated. A "No Bid" is considered a valid response for this purpose. You only need to return this page with your comments to be considered as responding to the City's request.

Please initial and complete the information below, then submit this page to the Purchasing Agent at the address shown above.

_____ My Company is not submitting a bid for the following reason(s):

COMPANY INFORMATION:

Company Name: _____

Contact Person: _____

Title: _____

Telephone No.: _____

E-Mail Address: _____

Thank you.

=====

- 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.

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-EV00002933	Sell	RFx	2
Event Round	Version		
1	1		
Title			
GMC Trucks, for LAPD Bomb Squad			
Start Time	Finish Time		
09/20/2011 09:00:00 PST	10/20/2011 13:00:00 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: Jennifer Abeleda
Phone: 323/526-9264
Email: Jennifer.Abeleda@lacity.org

- SUBMIT YOUR QUOTATION TO:

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

RFQ #EV00002933
on or before 10/20/11 @ 1:00 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.

- OFF-PEAK DELIVERY AND PICK-UP HOURS:

The City of Los Angeles requires off-peak delivery and pickup of all commodities by City suppliers between the hours of 9:00 AM and 3:30 PM, Monday through Friday, to reduce traffic and vehicle emissions during morning and afternoon commute times. Suppliers are determined in compliance if the actual delivery or pickup time provides for arrival at the City location on or after 9:00 AM and on or before 3:30 PM.

Unless otherwise instructed by authorized City personnel, suppliers are required to schedule deliveries and/or pickups during the off-peak period. City departments sharing facilities that order products from the same supplier shall make every effort to coordinate off-peak deliveries and pickups with the supplier.

Emergency and critical need orders, or other non-conforming deliveries and pickups specifically requested by City departments shall not constitute a violation of this requirement. In addition, circumstances that are outside of the supplier's control and documented by the supplier to the ordering department's or the City Purchasing Agent's satisfaction shall not constitute a violation of this requirement.

Noncompliance with this requirement may result in cancellation of a Purchase Order(s) or termination of Contract(s) between the City and the supplier.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s). If the department identifies and determines such circumstances as permanent, the department shall notify the City Purchasing Agent of the department's intent to exclude the specific Contract(s) and/or commodities.

- DESIRED DELIVERY:

The City desires delivery within 60 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.

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-EV00002933	Sell	RFx	3
Event Round	Version		
1	1		
Title			
GMC Trucks, for LAPD Bomb Squad			
Start Time	Finish Time		
09/20/2011 09:00:00 PST	10/20/2011 13:00:00 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: Jennifer Abeleda
Phone: 323/526-9264
Email: Jennifer.Abeleda@lacity.org

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

SHIP TO INFORMATION:

Ship to: LAPD MOTOR TRAN DIV
555 RAMIREZ ST, ROOM 112
LOS ANGELES, CA 90012

- 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 September 30, 2012.

_____ 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.

- OTHER GOVERNMENT AGENCY 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 _____

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,

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-EV00002933	Sell	RFx	4
Event Round	Version		
1	1		
Title			
GMC Trucks, for LAPD Bomb Squad			
Start Time	Finish Time		
09/20/2011 09:00:00 PST	10/20/2011 13:00:00 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: Jennifer Abeleda
Phone: 323/526-9264
Email: Jennifer.Abeleda@lacity.org

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.

- BUSINESS INCLUSION PROGRAM VOLUNTARY OUTREACH:

It is the policy of the City of Los Angeles to provide Minority-owned Business Enterprises (MBEs), Woman-owned Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBES), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. All bidders are encouraged to reach out to MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs, especially when subcontracting opportunities are available.

- NEW AND UNUSED VEHICLES:

All vehicles furnished to the City shall be new and unused factory standard unless otherwise stated herein, and shall not have been operated, driven or caravanned in delivery to the City. Vehicles shall come equipped with all standard factory fittings, trim and accessories, unless otherwise noted in the specifications. Vehicles shall not have been used as demonstrators or for any other prior service.

SERVICE & PARTS:

Successful bidder shall maintain adequate parts and service facilities in Southern California to properly service the vehicles throughout the time the equipment is in use by the City. Failure to have such facilities may result in rejection of the Quotation.

VEHICLE CODE:

All vehicles shall conform to the California Vehicle Code and all other governing requirements.

- WARRANTY:

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. This warranty shall begin on the date each vehicle is placed into service, not on the date of sale. Notification on the "In Service Date" will be provided in a manner agreeable to the City and successful bidder.

VEHICLE LICENSING AND REGISTRATION:

The prices quoted herein shall be inclusive of all licensing and registration fees. The successful bidder shall be responsible for the licensing and registration of the vehicles purchased by the Police Department. The Fleet Services Supervisor may be contacted at 213 486 1031 for registration instructions for obtaining license plates and registration.

LABAVN SELF-REGISTRATION:

The successful bidder shall register at www.labavn.org and complete the Affirmative Action and Slavery Disclosure Ordinance forms located on this website.

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-EV00002933	Sell	RFx	5
Event Round	Version		
1	1		
Title			
GMC Trucks, for LAPD Bomb Squad			
Start Time	Finish Time		
09/20/2011 09:00:00 PST	10/20/2011 13:00:00 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: Jennifer Abeleda
Phone: 323/526-9264
Email: Jennifer.Abeleda@lacity.org

- 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 a.m. on Thursday, September 29, 2011, at the Fleet Services Conference Room, 2310 E 7th St, Building B (square, green building in the back), Los Angeles, CA 90023.

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.

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

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

Yes No

Response Comments

What is your delivery time After Receipt of the Order?

Yes No

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-EV000002933	Sell	RFx	6
Event Round	Version		
1	1		
Title	GMC Trucks, for LAPD Bomb Squad		
Start Time	Finish Time		
09/20/2011 09:00:00 PST	10/20/2011 13:00:00 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: Jennifer Abeleda
Phone: 323/526-9264
Email: Jennifer.Abeleda@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: each

Description: 2011 GMC TRUCKS PER SPEC#11-02 (7 pages)

Comments:

- Year, Make, & Model: _____

Unit Price x Unit(s) = Extended Price

\$ _____ x 1 \$ _____

- SPECIFICATION - REQUIRED EQUIPMENT:
All equipment purchased as a result of this Request for Quotation is required to be equipped with the components listed in Specification Number 11-02. The bidder shall list any deviations from the Specification. If there are no deviations, the bidder shall state "No Deviation".

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-EV00002933	Sell	RFx	7
Event Round	Version		
1	1		
Title			
GMC Trucks, for LAPD Bomb Squad			
Start Time	Finish Time		
09/20/2011 09:00:00 PST	10/20/2011 13:00:00 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: Jennifer Abeleda
Phone: 323/526-9264
Email: Jennifer.Abeleda@lacity.org

Line: 2 Item ID: Line Qty: 4 UOM: each

Description: 2011 GMC TRUCK PER SPEC#11-03 (7 pages)

Comments:

- Year, Make, & Model: _____

Unit Price x Unit(s) = Extended Price

\$ _____ x 4 \$ _____

- SPECIFICATION - REQUIRED EQUIPMENT:

All equipment purchased as a result of this Request for Quotation is required to be equipped with the components listed in Specification Number 11-03. The bidder shall list any deviations from the Specification. If there are no deviations, the bidder shall state "No Deviation".

Question

What is your unit price?

Response Comments

Line: 3 Item ID: Line Qty: 4 UOM: each

Description: 2011 GMC TRUCK, SPEC#11-04 (7 pages)

Comments:

- Year, Make, & Model: _____

Unit Price x Unit(s) = Extended Price

\$ _____ x 4 \$ _____

- SPECIFICATION - REQUIRED EQUIPMENT:

All equipment purchased as a result of this Request for Quotation is required to be equipped with the components listed in Specification Number 11-04. The bidder shall list any deviations from the Specification. If there are no deviations, the bidder shall state "No Deviation".

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-EV00002933	Sell	RFx	8
Event Round	Version		
1	1		
Title			
GMC Trucks, for LAPD Bomb Squad			
Start Time	Finish Time		
09/20/2011 09:00:00 PST	10/20/2011 13:00:00 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
Jennifer Abeleda
Phone: 323/526-9264
Email: Jennifer.Abeleda@lacity.org

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-EV00002933	Sell	RFx	9
Event Round	Version		
1	1		
Title			
GMC Trucks, for LAPD Bomb Squad			
Start Time		Finish Time	
09/20/2011 09:00:00 PST		10/20/2011 13:00:00 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: Jennifer Abeleda
Phone: 323/526-9264
Email: Jennifer.Abeleda@lacity.org

Bidder Information

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

City of Los Angeles, California

Quotation/ Auction Event Details (cont.)

ID Number	Format	Type	Page
CITY-EV00002933	Sell	RFx	10
Event Round	Version		
1	1		
Title			
GMC Trucks, for LAPD Bomb Squad			
Start Time	Finish Time		
09/20/2011 09:00:00 PST	10/20/2011 13:00:00 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: Jennifer Abeleda
Phone: 323/526-9264
Email: Jennifer.Abeleda@lacity.org

This is NOT AN ORDER

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

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

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____ _____ Signature (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: _____ Name Date	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 (BI)

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.

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.

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

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.

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

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

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.).

Bidder hereby warrants and represents that in submitting its Quotation, it has not included or disclosed any intellectual property rights of any third party without authorization or license from the respective third party intellectual property rights owner(s). Bidder hereby further warrants and represents that in performing the contract, if awarded, Bidder would not directly or contributorily infringe upon any intellectual property rights of any third party, including without limitation trademarks, copyrights, patents, trade dress, trade secrets, know-how and proprietary information.

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, intellectual property rights 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".

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

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

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

**GENERAL TERMS AND CONDITIONS (GTC) 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.
4. Certify that the business will maintain such compliance throughout the term of the contract.

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

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-5A. First Source Hiring Ordinance:

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time. Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of the FSHO.

Unless otherwise exempt, contractor shall, prior to the execution of the contract, provide a list of anticipated employment opportunities that contractor estimates it will need to fill in order to perform the services under the contract. Contractor further pledges that it will, during the term of the contract, a) at least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) interview qualified individuals referred by CDD; and c) prior to filling any employment opportunity, the contractor shall inform the City of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the contractor interviewed and the reasons why referred individuals were not hired. Any subcontract entered into by the contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of the FSHO, and shall incorporate the FSHO.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the City has determined that the contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation,

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

required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article. Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject contractor has violated provisions of the FSHO.

Contact the Bureau of Contract Administration, Office of Contract Compliance for further information 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.

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.

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

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.

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

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

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.

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.

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

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.

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.

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

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.

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.

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

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.

GTC-29. Intellectual Properties:

The supplier represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade dress, trade secrets, right of publicity and proprietary information (Intellectual Property). This provision shall survive expiration or termination of this Contract.

The supplier, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its 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, experts' fees and cost of litigation, damage or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any Intellectual Property rights (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by supplier in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by supplier under the Contract.

Supplier's defense of the CITY shall be consistent with Los Angeles City Charter Sections 271, 272 and 273. Rights and remedies available to the CITY hereinabove are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This provision shall survive expiration or termination of this Contract.

In addition to the foregoing, if supplier has information or reasonably believes that (1) any of the Work Products allegedly or actually infringes or is likely to infringe upon any third-party Intellectual Property rights, or (2) any of the Intellectual Property licenses procured on behalf of the CITY under this Contract are to expire, to be terminated or enjoined, supplier shall immediately notify CITY of such alleged, actual or potential infringement or license status. Upon CITY'S request, supplier shall, at supplier's own expense:

1. procure for the CITY the right or license to continue using the Intellectual Property at issue; or
2. replace the Intellectual Property at issue with a functionally equivalent, non-infringing product, if practicable.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY, or diminish the intended benefits and use of the Work Products by the CITY under the specifications herein.

Unless otherwise provided for herein, all Work Products originated or prepared by supplier or its subcontractors of any tier under this Contract shall be and remain the property of the CITY for its use in

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

any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Supplier hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patents, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by supplier under this Contract. Supplier further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein. This provision shall survive expiration or termination of this Contract.

Supplier shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by supplier relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the City's ownership rights of all Work Products are preserved and protected as intended herein. Failure of supplier to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject supplier to damages paid to the CITY and the imposition of any and all sanctions allowed by law, including but not limited to termination of supplier's contract with the CITY.

For all Intellectual Property (1) that have already been created, legally perfected or reduced to practice by whomever prior to the performance of this Contract (Pre-existing Intellectual Property) and (2) that are enmeshed in or discretely made part of the Work Products, supplier hereby grants and/or will cause the third-party Pre-existing Intellectual Property right owner to grant CITY, including its agents and consultants a royalty-paid, perpetual, irrevocable license to use such Pre-existing Intellectual Property so as to maximize the City's benefits from and use of the Work Products.

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

**CITY OF LOS ANGELES
POLICE DEPARTMENT
SPECIFICATIONS
GMC ONE TON SIERRA 4 WD SLE-EXTENDED CAB 3500 HD
WITH SPECIALTY BED
Specification No. MTD 11-02
July 20, 2011**

1. SCOPE AND CLASSIFICATION

- 1.1 SCOPE: The specification covers the City of Los Angeles (City) requirements for a full size one ton, four-wheel drive, dual wheel rear axle drive, extended cab and chassis with an eight-foot custom utility bed. The vehicle(s) shall be new and unused models, shall not have been used as a demonstrator or in any other previous service, and shall not have been caravanned into the State of California.
- 1.2 CLASSIFICATION: This specification describes the requirement of a full size one ton extended cab and chassis with utility bed to be used by the Los Angeles Police Department Bomb Squad Section.
 - 1.2.1 The vehicle(s) shall be equipped as identified by the specifications and shall include all equipment listed as "factory standard" unless otherwise cannot be specified.
 - 1.2.2 The vehicle(s) shall comply with all Federal Safety Standards in effect at the time of manufacture.
 - 1.2.3 Do not deviate from the requested model or size.

2. MECHANICAL FEATURES

- 21. Gasoline Engine: Not less than Vortec 6.0 L Variable Valve Timing, V8 with electronic fuel injection. (L96)
 - 2.1.1 Horsepower: 360 MPH minimum.
 - 2.1.2 Torque: 380 lbs – ft. of torque at 4200 RPM Minimum.
- 2.2 Transmission: 6-speed automatic heavy duty. Electronically controlled.
 - 2.2.1 Factory auxiliary external transmission heavy duty air-to-oil cooler.

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11-02

July 20, 2011

Page 2 of 7

- 2.2.2 Brake/Transmission shift interlock.
- 2.3 Differential: Heavy-duty automatic locking rear. The gear ratio must provide for good acceleration, top speed and fuel economy. Rear axle, 4.10 ratio. (GT5)
 - 2.3.1 Four wheel drive.
 - 2.3.2 Dual rear wheel.
- 2.4 Brakes: 4-wheel disc with dynamic rear proportioning with four wheel anti-lock ABS system.
 - 2.4.1 Parking brake warning lamp.
- 2.5 Electrical:
 - 2.5.1 Heavy-duty alternator, 160 amps minimum. (KW1)
 - 2.5.2 Battery, Dual Heavy-duty 600 CCA minimum, "maintenance free" design and suitable with vehicles electrical system.

3. CHASSIS FEATURES

- 3.1 Wheelbase: 141.40 inches minimum front bumper to back of cab.
- 3.2 Cab to axle length: 56 inches minimum.
- 3.3 Suspension
 - 3.3.1 Front suspension: Independent torsion bar.
 - 3.3.2 Rear suspension: Semi-elliptic with urethane jounce bumpers.
 - 3.3.3 GVWR: 13,000 lbs.
 - 3.3.4 Payload: 6,055 lbs. minimum.
- 3.4 Steering: Integral power, re-circulating ball.
- 3.5 Windows: Power assisted for drivers and front passenger side with express down feature.

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11-02

July 20, 2011

Page 3 of 7

- 3.6 Windows, power rear access door, full drop. Solar-ray deep-tinted on rear access and rear windows. Standard light-tinted glass on windshield and drivers and passenger front windows.
- 3.7 Tires: Seven (7) identical black walls suitable all terrain radial ply tires to accommodate the maximum chassis load and be of the same brand, tread design, size and load range.
- 3.8 Wheels: Seven (7) 17" identical standard 8 lug chrome skins and center caps. (PO6) A space saver spare tire/wheel assembly is not acceptable. Spare tire and wheel must be identical. Wheels must be Original Equipment Manufacturer. After market wheels are not acceptable.
- 3.9 Mirrors: Camper style heated power-adjustable, Black, manual folding.
- 3.10 Factory theft deterrent system with remote keyless entry. Four (4) remote transmitters are required for each vehicle. OEM factory.
- 3.11 Power door locks.
 - 3.11.1 Any automatic door lock or unlock system shall be capable of programming for manual operation.
- 3.12 Fuel tank: Minimum capacity of 36 gallons.
- 3.13 Front bumper: chrome (Includes body-color lower)
- 3.14 Seating: Standard 40/20/40 front split style bench seat with recliners. The rear seating shall be standard seating. All seating shall be upholstered in standard factory cloth.
 - 3.14.1 The interior and upholstery shall be ebony.
- 3.15 Color: The exterior of the vehicle shall be standard factory summit white.

4. ADDITIONAL STANDARD AND/OR OPTIONAL FEATURES

- 4.1 Equipped with drivers, passenger and side second generation supplement restraint system.
- 4.2 Front and rear lap/shoulder safety belts for all passengers.

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11-02

July 20, 2011

Page 4 of 7

- 4.3 Factory installed air conditioning and heating system, with defroster/defogger.
- 4.4 Intermittent windshield wiper.
- 4.5 Drivers information center with trip odometer and message center. Includes speedometer, gauges for oil pressure, coolant temperature, fuel level, volt and amps.
- 4.6 Front license plate bracket.
- 4.7 Interior controlled hood latch.
- 4.8 Delete pick-up box and rear bumper. (ZX9)
- 4.9 Heavy duty suspension package, Handling/trailer.

5. UTILITY BOX

- 5.1 Install a custom utility bed enclosure specially designed for Los Angeles Police Department Bomb Squad by Pacific Truck Equipment Inc. 11655 E. Washington Blvd., Whittier, Ca. 90606
Model # PAC-96-HLAPD-C (Do not deviate from this model)
This custom bed enclosure meets the Los Angeles Police Department's Bomb Squad requirements for handling explosive devices and material.

6. ADDITIONAL EQUIPMENT

- 6.1 The successful bidder shall be responsible for supplying and installing the listed additional equipment request.
- 6.2 Remove factory radio and install a Pioneer AVIC-X920BT, stereo, navigation system with a ND-BC4 rear view camera. (Camera will be mounted to rear of the utility bed.) Installation shall include flush panel mounting and all sensor wiring.
- 6.3 Install Tyron run flat bands on all (5) wheels. Run flat bands must fit the OEM supplied wheel.
- 6.4 Install the E.J.Ward automated fueling data collection system on all vehicles. This shall include the most current model canceiver, antenna, cables, and any other required parts, including calibration. The components shall be compatible and the data collection shall be the same

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11-02

July 20, 2011

Page 5 of 7

as the existing City of Los Angeles fuel management equipment and information. The installation shall be performed in a professional manner and will be subject to inspection and approval by LAPD representatives. Contact E.J. Ward at 210-824-7383 for product and installation information.

7. WARRANTY

- 7.1 Shall be standard manufacturer's warranty. This warranty shall begin on the date each vehicle is place into service, not on the date of sale. Notification on the "In Service Date" will be provided in a manner agreeable to the buyer and seller.
- 7.2 All equipment manufacturers' warranties shall be passed through to customer.

8. VEHICLE LICENSING AND REGISTRATION

- 8.1 The dealer shall be responsible for the licensing and registration of the vehicles purchased by the Police Department. The Fleet Services supervisor may be contacted at (213) 486-1031 for registration instructions for obtaining license plates and registration.

9. ADDITIONAL REQUIREMENTS

- 9.1 The vendor/sub-contractor of the design and construction of the vehicles body will be required to meet with LAPD representatives on three (3) occasions during the construction of the vehicle.
 - 9.1.1 A pre-construction meeting shall be held to determined final design and layout of the utility bed, shelf measurement and location, and location of all accessories.
 - 9.1.2. A pre-paint meeting shall be held to verify measurements and locations of shelves, compartments, accessories, etc. prior to painting.
 - 9.1.3 A final inspection meeting shall be held to verify proper construction and compliance with all other specification items.

10. GENERAL PROVISIONS

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11-02

July 20, 2011

Page 6 of 7

10.1 All workmanship, welding and construction of the utility bed shall be in the best manner of the trade and is subject to inspection and approval by Motor Transport Division.

10.2 The vehicle provided by this specification, including all equipment and accessories, must comply with all requirements set forth in the California Vehicle Code and Federal Motor Vehicle Safety Standard in place for year/make/model of the vehicle and the safety orders of the California Division of Industrial Safety, including all amendments in place at time of manufacture.

10.3 One (1) complete sets of shop manuals and parts catalog, either printed or Compact Disk format, covering the make and model of the vehicle purchased shall be provided on or before the delivery date of the first delivered vehicle.

10.4 Six (6) sets of keys shall be provided for each vehicle purchased.

10.5 Dealer provided new car service is not required.

10.6 The vehicle shall be delivered complete, assembled and ready to operate.

10.7 Notification of pending delivery shall be made 24 hours prior to the delivery date. For information regarding delivery, licensing, registration, or payment please contact the Fleet Services supervisor at (213) 486-1031, Monday through Friday, 7:30 A.M. to 3:30 P.M.

10.8 After approval, vehicles are to be delivered Monday through Friday, between the hours of 9:00 A.M. and 3:00 P.M. to:

LAPD/ Motor Transport Division
555 Ramirez Street, Space 112
Los Angeles, Ca. 90012

10.9 For information regarding this specification, please contact Motor Transport Division at (213) 486-1031.

11. VARIATION AND EXCEPTIONS

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11-02

July 20, 2011

Page 7 of 7

11.1 Please indicate all variations and exceptions to any requirement listed in these specifications below:

**CITY OF LOS ANGELES
POLICE DEPARTMENT
SPECIFICATIONS
GMC ONE TON SIERRA 2WD SRW SLE-EXTENDED CAB 3500 HD
WITH SPECIALTY BED CONVERSION
Specification No. MTD 11 - 03
August 19, 2011**

1. SCOPE AND CLASSIFICATION

- 1.1 SCOPE: The specification covers the City of Los Angeles (City) requirements for a full size one ton, two- wheel drive, single axle rear wheel drive, extended cab and chassis with an eight-foot custom utility bed. The vehicle(s) shall be new and unused models, shall not have been used as a demonstrator or in any other previous service, and shall not have been caravanned into the State of California.
- 1.2 CLASSIFICATION: This specification describes the requirement of a full size one ton extended cab and chassis with utility bed to be used by the Los Angeles Police Department Bomb Squad Section.
 - 1.2.1 The vehicle(s) shall be equipped as identified by the specifications and shall include all equipment listed as "factory standard" unless otherwise cannot be specified.
 - 1.2.2 The vehicle(s) shall comply with all Federal Safety Standards in effect at the time of manufacture.
 - 1.2.3 Do not deviate from the requested model or size.

2. MECHANICAL FEATURES

- 21. Gasoline Engine: Not less than Vortec 6.0 L Variable Valve Timing, V8 with electronic fuel injection. (L96)
 - 2.1.1 Horsepower: 322 MPH minimum.
 - 2.1.2 Torque: 380 lbs – ft. of torque at 4400 RPM Minimum.
- 2.2 Transmission: 6-speed automatic heavy duty. Electronically controlled.
 - 2.2.1 Factory auxiliary external transmission heavy duty air-to-oil cooler.
 - 2.2.2 Brake/Transmission shift interlock.

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11- 03

August 19, 2011

Page 2 of 7

- 2.3 Differential: Heavy-duty automatic locking rear. The gear ratio must provide for good acceleration, top speed and fuel economy. Rear axel, 4.10 ratio. (GT5)
 - 2.3.1 Single rear wheel.
- 2.4 Brakes: 4-wheel disc with dynamic rear proportioning with four wheel anti-lock ABS system.
 - 2.4.1 Parking brake warning lamp.
- 2.5 Electrical:
 - 2.5.1 Heavy-duty alternator, 160 amps minimum. (KW1)
 - 2.5.2 Battery, Dual Heavy-duty 600 CCA minimum," maintenance free" design and suitable with vehicles electrical system.

3. CHASSIS FEATURES

- 3.1 Wheelbase: 141.40 inches minimum front bumper to back of cab.
- 3.2 Cab to axle length: 56 inches minimum.
- 3.3 Suspension
 - 3.3.1 Front suspension: Independent torsion bar.
 - 3.3.2 Rear suspension: Semi-elliptic (3-stage multileaf spring)
 - 3.3.3 GVWR: 10,700 lbs.
 - 3.3.4 Payload: 4,397 lbs. minimum.
- 3.4 Steering: Integral power, re-circulating ball.
- 3.5 Windows: Power assisted for drivers and front passenger side with express down feature.
- 3.6 Windows, power rear access door, full drop. Solar-ray deep-tinted on rear access and rear windows. Standard light-tinted glass on windshield and drivers and passenger front windows.

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11- 03

August 19, 2011

Page 3 of 7

- 3.7 Tires: Five (5) identical black walls suitable all season radial ply tires to accommodate the maximum chassis load and be of the same brand, tread design, size and load range. LT265/70R18E
- 3.8 Wheels: Five (5) 18" identical standard forged polished aluminum. A space saver spare tire/wheel assembly is not acceptable. Spare tire and wheel must be identical. Wheels must be Original Equipment Manufacturer. After market wheels are not acceptable.
- 3.9 Mirrors: Outside heated power-adjustable, Black, manual folding.
- 3.10 Factory theft deterrent system with remote keyless entry. Four (4) remote transmitters are required for each vehicle.
- 3.11 Power door locks.
 - 3.11.1 Any automatic door lock or unlock system shall be capable of programming for manual operation.
- 3.12 Fuel tank: Minimum capacity of 36 gallons.
- 3.13 Front bumper: chrome (Includes body-color lower)
- 3.14 Seating: Standard 40/20/40 front split style bench seat with recliners. The rear seating shall be standard seating. All seating shall be upholstered in standard factory cloth.
 - 3.14.1 The interior and upholstery shall be ebony.
- 3.15 Color: The exterior of the vehicle shall be standard factory summit white.

4. ADDITIONAL STANDARD AND/OR OPTIONAL FEATURES

- 4.1 Equipped with drivers, passenger and side second generation supplement restraint system.
- 4.2 Front and rear lap/shoulder safety belts for all passengers.
- 4.3 Factory installed air conditioning and heating system, with defroster/defogger.
- 4.4 Intermittent windshield wiper.

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11- 03

August 19, 2011

Page 4 of 7

- 4.5 Drivers information center with trip odometer and message center. Includes speedometer, gauges for oil pressure, coolant temperature, fuel level, volt and amps.
- 4.6 Front license plate bracket.
- 4.7 Interior controlled hood latch.
- 4.8 Delete pick-up box and rear bumper. (ZX9)
- 4.9 Heavy duty suspension package, Handling/trailering. Includes 46mm piston monotube shocks and 34mm front stabilizer bar.

5. UTILITY BOX

- 5.1 Motor Transport Division will provide a used custom bed enclosure model # PAC-96-HLAPD-B. This bed enclosure was specially designed and manufactured by Pacific Truck Equipment Inc. 11655 E. Washington Blvd., Whitter, Ca. 90606 for the Los Angeles Police Department Bomb Squad. Pacific Truck will remove from an older truck and refurbish the used bed enclosure to the original specifications. Once done, Pacific Truck will reinstall the enclosure on the new chassis provided by the successful bidder. This conversion shall include all mounting and rewiring to original specifications and meet the requirements of the Los Angeles Police Department Bomb Squad for handling explosive devices and material.

6. ADDITIONAL EQUIPMENT

- 6.1 The successful bidder shall be responsible for supplying and installing the listed additional equipment request.
- 6.2 Remove factory radio and install an Pioneer AVIC-X920BT, stereo, navigation system with a ND-BC4 rear view camera. (Camera will be mounted to rear of the utility bed.) Installation shall include flush panel mounting and all sensor wiring.
- 6.3 Install Tyron run flat bands on all (5) wheels. Run flat bands must fit the OEM supplied wheel.
- 6.4 Install the E.J.Ward automated fueling data collection system on all vehicles. This shall include the most current model canceiver, antenna,

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11- 03

August 19, 2011

Page 5 of 7

cables, and any other required parts, including calibration. The components shall be compatible and the data collection shall be the same as the existing City of Los Angeles fuel management equipment and information. The installation shall be performed in a professional manner and will be subject to inspection and approval by LAPD representatives. Contact E.J. Ward at 210-824-7383 for product and installation information.

7. WARRANTY

- 7.1 Shall be standard manufacturer's warranty. This warranty shall begin on the date each vehicle is placed into service, not on the date of sale. Notification on the "In Service Date" will be provided in a manner agreeable to the buyer and seller.
- 7.2 All equipment manufacturers' warranties shall be passed through to customer.

8. VEHICLE LICENSING AND REGISTRATION

- 8.1 The dealer shall be responsible for the licensing and registration of the vehicles purchased by the Police Department. The Fleet Services supervisor may be contacted at (213) 486-1031 for registration instructions for obtaining license plates and registration.

9. ADDITIONAL REQUIREMENTS

- 9.1 The vendor/sub-contractor of the design and construction of the vehicle body will be required to meet with LAPD representatives on three (3) occasions during the construction of the vehicle.
 - 9.1.1 A pre-construction meeting shall be held to determine final design and layout of the utility bed, shelf measurement and location, and location of all accessories.
 - 9.1.2. A pre-paint meeting shall be held to verify measurements and locations of shelves, compartments, accessories, etc. prior to painting.
 - 9.1.3 A final inspection meeting shall be held to verify proper construction and compliance with all other specification items.

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11- 03

August 19, 2011

Page 6 of 7

10. GENERAL PROVISIONS

- 10.1 All workmanship, welding and construction of the utility bed shall be in the best manner of the trade and is subject to inspection and approval by Motor Transport Division.
- 10.2 The vehicle provided by this specification, including all equipment and accessories, must comply with all requirements set forth in the California Vehicle Code and Federal Motor Vehicle Safety Standard in place for year/make/model of the vehicle and the safety orders of the California Division of Industrial Safety, including all amendments in place at time of manufacture.
- 10.3 Two (2) complete sets of shop manuals and parts catalog, either printed or Compact Disk format, covering the make and model of the vehicle purchased shall be provided on or before the delivery date of the first delivered vehicle.
- 10.4 Six (6) sets of keys shall be provided for each vehicle purchased.
- 10.5 Dealer provided new car service is not required.
- 10.6 The vehicle shall be delivered complete, assembled and ready to operate.
- 10.7 Notification of pending delivery shall be made 24 hours prior to the delivery date. For information regarding delivery, licensing, registration, or payment please contact the Fleet Services supervisor at (213) 486-1031, Monday through Friday, 7:30 A.M. to 3:30 P.M.
- 10.8 After approval, vehicles are to be delivered Monday through Friday, between the hours of 9:00 A.M. and 3:00 P.M. to:

LAPD/ Motor Transport Division
555 Ramirez Street, Space 112
Los Angeles, Ca. 90012
- 10.9 For information regarding this specification, please contact Motor Transport Division at (213) 486-1031.

11. VARIATION AND EXCEPTIONS

- 11.1 Please indicate all variations and exceptions to any requirement listed in

August 19, 2011

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**CITY OF LOS ANGELES
POLICE DEPARTMENT
SPECIFICATIONS
GMC ONE TON SIERRA 2WD SRW SLE-EXTENDED CAB 3500 HD
WITH SPECIALTY BED
Specification No. MTD 11- 04
August 22, 2011**

1. SCOPE AND CLASSIFICATION

- 1.1 SCOPE: The specification covers the City of Los Angeles (City) requirements for a full size one ton, two- wheel drive, single axle rear wheel drive, extended cab and chassis with an eight-foot custom utility bed. The vehicle(s) shall be new and unused models, shall not have been used as a demonstrator or in any other previous service, and shall not have been caravanned into the State of California.
- 1.2 CLASSIFICATION: This specification describes the requirement of a full size one ton extended cab and chassis with utility bed to be used by the Los Angeles Police Department Bomb Squad Section.
 - 1.2.1 The vehicle(s) shall be equipped as identified by the specifications and shall include all equipment listed as "factory standard" unless otherwise cannot be specified.
 - 1.2.2 The vehicle(s) shall comply with all Federal Safety Standards in effect at the time of manufacture.
 - 1.2.3 Do not deviate from the requested model or size.

2. MECHANICAL FEATURES

- 21. Gasoline Engine: Not less than Vortec 6.0 L Variable Valve Timing, V8 with electronic fuel injection. (L96)
 - 2.1.1 Horsepower: 322 MPH minimum.
 - 2.1.2 Torque: 380 lbs – ft. of torque at 4400 RPM Minimum.
- 2.2 Transmission: 6-speed automatic heavy duty. Electronically controlled.
 - 2.2.1 Factory auxiliary external transmission heavy duty air-to-oil cooler.
 - 2.2.2 Brake/Transmission shift interlock.

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11- 04

May 04, 2011

Page 2 of 7

- 2.3 Differential: Heavy-duty automatic locking rear. The gear ratio must provide for good acceleration, top speed and fuel economy. Rear axle, 4.10 ratio. (GT5)
 - 2.3.1 Single rear wheel.
- 2.4 Brakes: 4-wheel disc with dynamic rear proportioning with four wheel anti-lock ABS system.
 - 2.4.1 Parking brake warning lamp.
- 2.5 Electrical:
 - 2.5.1 Heavy-duty alternator, 160 amps minimum. (KW1)
 - 2.5.2 Battery, Dual Heavy-duty 600 CCA minimum, "maintenance free" design and suitable with vehicles electrical system.

3. CHASSIS FEATURES

- 3.1 Wheelbase: 141.40 inches minimum front bumper to back of cab.
- 3.2 Cab to axle length: 56 inches minimum.
- 3.3 Suspension
 - 3.3.1 Front suspension: Independent torsion bar.
 - 3.3.2 Rear suspension: Semi-elliptic (3-stage multileaf spring)
 - 3.3.3 GVWR: 10,700 lbs.
 - 3.3.4 Payload: 4,397 lbs. minimum.
- 3.4 Steering: Integral power, recirculating ball.
- 3.5 Windows: Power assisted for drivers and front passenger side with express down feature.
- 3.6 Windows, power rear access door, full drop. Solar-ray deep-tinted on rear access and rear windows. Standard light-tinted glass on windshield and

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11- 04

May 04, 2011

Page 3 of 7

drivers and passenger front windows.

- 3.7 Tires: Five (5) identical black walls suitable all season radial ply tires to accommodate the maximum chassis load and be of the same brand, tread design, size and load range. LT265/70R18E
- 3.8 Wheels: Five (5) 18" identical standard forged polished aluminum. A space saver spare tire/wheel assembly is not acceptable. Spare tire and wheel must be identical. Wheels must be Original Equipment Manufacture. After market wheels are not acceptable.
- 3.9 Mirrors: Outside heated power-adjustable, Black, manual folding.
- 3.10 Factory theft deterrent system with remote keyless entry. Four (4) remote transmitters are required for each vehicle.
- 3.11 Power door locks.
 - 3.11.1 Any automatic door lock or unlock system shall be capable of programming for manual operation.
- 3.12 Fuel tank: Minimum capacity of 36 gallons.
- 3.13 Front bumper: chrome (Includes body-color lower)
- 3.14 Seating: Standard 40/20/40 front split style bench seat with recliners. The rear seating shall be standard seating. All seating shall be upholstered in standard factory cloth.
 - 3.14.1 The interior and upholstery shall be ebony.
- 3.15 Color: The exterior of the vehicle shall be standard factory summit white.

4. ADDITIONAL STANDARD AND/OR OPTIONAL FEATURES

- 4.1 Equipped with drivers, passenger and side second generation supplement restraint system.
- 4.2 Front and rear lap/shoulder safety belts for all passengers.
- 4.3 Factory installed air conditioning and heating system, with defroster/defogger.

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11- 04

May 04, 2011

Page 4 of 7

- 4.4 Intermittent windshield wiper.
- 4.5 Drivers information center with trip odometer and message center. Includes speedometer, gauges for oil pressure, coolant temperature, fuel level, volt and amps.
- 4.6 Front license plate bracket.
- 4.7 Interior controlled hood latch.
- 4.8 Delete pick-up box and rear bumper. (ZX9)
- 4.9 Heavy duty suspension package, Handling/trailering. Includes 46mm piston monotube shocks and 34mm front stabilizer bar.

5. UTILITY BOX

- 5.1 Install a custom utility bed enclosure specially designed for Los Angeles Police Department Bomb Squad by Pacific Truck Equipment Inc. 11655 E. Washington Blvd., Whittier, Ca. 90606
Model # PAC-96-HLAPD-B (Do not deviate from this model)
This custom bed enclosure meets the Los Angeles Police Department's Bomb Squad requirements for handling explosive devices and material.

6. ADDITIONAL EQUIPMENT

- 6.1 The successful bidder shall be responsible for supplying and installing the listed additional equipment request.
- 6.2 Remove factory radio and install an Pioneer AVIC-X920BT, stereo, navigation system with a ND-BC4 rear view camera. (Camera will be mounted to rear of the utility bed.) Installation shall include flush panel mounting and all sensor wiring.
- 6.3 Install Tyron run flat bands on all (5) wheels. Run flat bands must fit the OEM supplied wheel.
- 6.4 Install the E.J.Ward automated fueling data collection system on all vehicles. This shall include the most current model canceiver, antenna, cables, and any other required parts, including calibration. The components shall be compatible and the data collection shall be the same as the existing City of Los Angeles fuel management equipment and

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11- 04

May 04, 2011

Page 5 of 7

information. The installation shall be performed in a professional manner and will be subject to inspection and approval by LAPD representatives. Contact E.J. Ward at 210-824-7383 for product and installation information.

7. WARRANTY

- 7.1 Shall be standard manufacturer's warranty. This warranty shall begin on the date each vehicle is place into service, not on the date of sale. Notification on the "In Service Date" will be provided in a manner agreeable to the buyer and seller.
- 7.2 All equipment manufacturers' warranties shall be passed through to customer.

8. VEHICLE LICENSING AND REGISTRATION

- 8.1 The dealer shall be responsible for the licensing and registration of the vehicles purchased by the Police Department. The Fleet Services supervisor may be contacted at (213) 486-1031 for registration instructions for obtaining license plates and registration.

9. ADDITIONAL REQUIREMENTS

- 9.1 The vendor/sub-contractor of the design and construction of the vehicles body will be required to meet with LAPD representatives on three (3) occasions during the construction of the vehicle.
 - 9.1.1 A pre-construction meeting shall be held to determined final design and layout of the utility bed, shelf measurement and location, and location of all accessories.
 - 9.1.2. A pre-paint meeting shall be held to verify measurements and locations of shelves, compartments, accessories, etc. prior to painting.
 - 9.1.3 A final inspection meeting shall be held to verify proper construction and compliance with all other specification items.

10. GENERAL PROVISIONS

GMC ONE TON EXTENDED WITH SPECIALTY BED

Specification No. MTD 11- 04

May 04, 2011

Page 6 of 7

- 10.1 All workmanship, welding and construction of the utility bed shall be in the best manner of the trade and is subject to inspection and approval by Motor Transport Division.
- 10.2 The vehicle provided by this specification, including all equipment and accessories, must comply with all requirements set forth in the California Vehicle Code and Federal Motor Vehicle Safety Standard in place for year/make/model of the vehicle and the safety orders of the California Division of Industrial Safety, including all amendments in place at time of manufacture.
- 10.3 Eight (8) complete sets of shop manuals and parts catalog, either printed or Compact Disk format, covering the make and model of the vehicle purchased shall be provided on or before the delivery date of the first delivered vehicle.
- 10.4 Six (6) sets of keys shall be provided for each vehicle purchased.
- 10.5 Dealer provided new car service is not required.
- 10.6 The vehicle shall be delivered complete, assembled and ready to operate.
- 10.7 Notification of pending delivery shall be made 24 hours prior to the delivery date. For information regarding delivery, licensing, registration, or payment please contact the Fleet Services supervisor at (213) 486-1031, Monday through Friday, 7:30 A.M. to 3:30 P.M.
- 10.8 After approval, vehicles are to be delivered Monday through Friday, between the hours of 9:00 A.M. and 3:00 P.M. to:

LAPD/ Motor Transport Division
555 Ramirez Street, Space 112
Los Angeles, Ca. 90012
- 10.9 For information regarding this specification, please contact Motor Transport Division at (213) 486-1031.

11. VARIATION AND EXCEPTIONS

- 11.1 Please indicate all variations and exceptions to any requirement listed in these specifications below:

May 04, 2011

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

City of Los Angeles
Contractor Responsibility Program
Contractor Responsibility Ordinance (CRO)
Responsibility Questionnaire-Procurement
INSTRUCTION & INFORMATION SHEET

I. COMPLETION INSTRUCTIONS

TYPE OF SUBMISSION

A. If you have not previously submitted a Responsibility Questionnaire (since Sept. 4, 2001), follow the steps listed under Option A below ("Initial Submission").

B. If you previously submitted an "Initial" or "Update" Questionnaire and if any of your Questionnaire responses have changed since submission, follow the steps listed under Option B below ("Update Submission").

Note: If an "Initial" Questionnaire was submitted for an RFQ which was canceled and rebid, the previous bid, including CRO Questionnaire, became void-follow the steps listed under Option A below.

C. If you previously submitted an "Initial" or "Update" Questionnaire (whichever was the most recent prior submission) **and your Questionnaire responses have not changed since submission,** follow the steps listed under Option C below ("No Change Submission").

NOTE: Should you have any difficulty in determining which submission type or format to use or should you have any other difficulty or question, please phone the assigned Procurement Analyst, before bid submission.

Option A- "Initial Submission"

1. Complete pages 1 thru 8 (including pg. 9, Attachment C).
2. Complete Section A ("CONTACT INFORMATION") including:
 - a. City Awarding Dept/Division (GSD/Supply Services Div.) and;
 - b. City Contact Person's name & phone (Procurement Analyst assigned to the RFQ).
3. Mark the Submission Type as "Initial submission..."
4. A separate Questionnaire must be submitted with the bid response for each Joint-Venture partner, if applicable.
5. Provide a definitive "Yes" or "No" response to each question.
 - a. For all "Yes" responses provide details on the appropriate Attachment A or B.
 - b. Pay special attention to question #7 and provide a list of the five largest similar contracts, if applicable, your company has held in the last five years on Attachment B.

City of Los Angeles
Contractor Responsibility Program
Contractor Responsibility Ordinance (CRO)
Responsibility Questionnaire-Procurement
INSTRUCTION & INFORMATION SHEET

Otherwise, check the box to indicate that your company has not held similar contracts in the last five years.

6. Read, sign, and date in the space provided on page 6.
7. Submit all 9 pages of the completed Questionnaire, which includes Attachment C.
8. **Keep a copy for your records.** You will be required to provide a exact copy with future Requests for Quotes (RFQs).

Option B- "Update Submission"

1. Complete a whole new Questionnaire, pages 1 thru 8 (include pg. 9, Attachment C).
2. Complete Section A ("CONTACT INFORMATION") including:
 - a. City Awarding Dept/Division (GSD/Supply Services Div.) and;
 - b. City Contact Person's name & phone (Procurement Analyst assigned to the RFQ).
3. Mark the Submission Type as "An update of a prior Questionnaire dated _/_/_/" and insert the date from the signature page (pg. 6) of the prior Initial or Updated Questionnaire (whichever is the most recent prior submission) in the space provided.
4. A separate Questionnaire must be submitted with the bid response for each Joint-Venture partner, if applicable.
5. Provide a definitive "Yes" or "No" response to each question.
 - a. For all "Yes" responses provide details on the appropriate Attachment A or B.
 - b. Pay special attention to question #7 and, if applicable, provide a list of the five largest similar contracts your company has held in the last five years on Attachment B.Otherwise, check the box to indicate that your company has not held similar contracts in the last five years.

6. Read, sign, and date in the space provided on page 6.
7. Submit all 9 pages of the new Update Questionnaire, which includes Attachment C.
8. **Keep a copy for your records.** You will be required to provide an exact copy with future Requests for Quotes (RFQ's).

Option C- "No Change Submission"

City of Los Angeles
Contractor Responsibility Program
Contractor Responsibility Ordinance (CRO)
Responsibility Questionnaire-Procurement
INSTRUCTION & INFORMATION SHEET

1. **Complete only page 1 (cover page)** of a new Questionnaire and attach it to a complete copy of the Initial or Update Questionnaire (whichever is the most recent prior submission).
2. Mark the Submission Type as “No Change...”, and insert the date from the signature page (pg.6) of the prior Initial or Update Questionnaire in the space provided for “... no change to any response since the last Responsibility Questionnaire dated __/__/__.”
3. Read, sign, and date in the space provided on page 1 (cover page).
4. There should be a total of ten (10) pages – pages 1 through 9 of the Initial Questionnaire plus page 1 of a new Questionnaire containing the complete “CONTACT INFORMATION,” “BIDDER/CONTRACTOR INFORMATION,” and “SUBMISSION TYPE” for the current RFQ.

II. POSTING

- A. First three pages (Section A thru C) for each of the three lowest responsive bidders will be posted on the Internet. (Refer to the General Information Section on page 3 of these instructions.)
 1. Includes Attachment A, if applicable, and any subcontractor list, if applicable.
 2. Will be posted for fourteen (14) calendar days to allow a period of public review.

III. DEBARMENT

- A. A bidder or contractor may be debarred (for 5 years) from doing business with all City Departments for failure to comply with the CRO.
- B. The debarment policy is contained in the Rules & Regulations implementing the CRO and is available on the City’s Bidder Responsibility Web Site at www.lacity.org/bidresp.

IV. PLEDGE OF COMPLIANCE

- A. A Pledge of Compliance form is required to be signed and filed by each contract recipient and its subcontractors.
 1. Within 14 calendar days of award notification, contract recipient must submit a signed Pledge of Compliance.
 2. Within 30 calendar days, contract recipient must also submit a signed Pledge of Compliance from each of its subcontractors.
 3. By signing the Pledge of Compliance, the contractor agrees to submit within 30 calendar days of occurrence, an updated Questionnaire notifying the City of any occurrence or developments which would change any previous response and such

City of Los Angeles
Contractor Responsibility Program
Contractor Responsibility Ordinance (CRO)
Responsibility Questionnaire-Procurement
INSTRUCTION & INFORMATION SHEET

change would affect the contractor's fitness and ability to continue the contract. Contractor is also responsible for making sure all subcontractors comply with the Ordinance.

V. GENERAL INFORMATION

For additional information regarding the Contractor Responsibility Ordinance (CRO), please visit the City's Chief Administrative Office (CAO) Bidder Responsibility Web Site at www.lacity.org/bidresp. A copy of the Ordinance, Rules & Regulations, appropriate Questionnaire (Procurement), and Pledge of Compliance may also be obtained from this site. Should you have any questions regarding any of these forms please contact the assigned Procurement Analyst.

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the 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.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the 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.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the 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.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the 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.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

DEPARTMENT OF GENERAL SERVICES, SUPPLY SERVICES DIVISION

Awarding City Department

Contract Number

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

EV00002933

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

JENNIFER ABELEDA

(323) 526-9264

City Department/Division Awarding Contract

City Contact Person

Phone

EV00002933: GMC TRUCKS, FOR LAPD BOMB SQUAD

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.**

EV00002933: GMC TRUCKS, FOR LAPD BOMB SQUAD

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.

EV00002933: GMC TRUCKS, FOR LAPD BOMB SQUAD

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 _____

EV00002933: GMC TRUCKS, FOR LAPD BOMB SQUAD

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

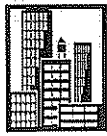
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

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 Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number:

EV00002933

Department:

Department of General Services - City Purchasing Agent

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

CITY OF LOS ANGELES
Department of General Services
Office of the Purchasing Agent
(213) 928-9525

CONTRACTOR CODE OF CONDUCT

The City of Los Angeles has long supported the premise that employers should fairly compensate employees, that the health and safety of workers should be protected, and that no form of discrimination or abuse should be tolerated. Experience indicates that laws and regulations designed to safeguard basic tenets of ethical business practices are disregarded in some workplaces, commonly referred to as "sweatshops."

In its role as a market participant that procures equipment, goods, materials and supplies, the City seeks to protect its interests by assuring that the integrity of the City's procurement process is not undermined by contractors who engage in sweatshop practices and other employment practices abhorrent to the City. When the City inadvertently contracts with these contractors, the City's ethical contractors are placed at a distinct competitive disadvantage. Many times ethical contractors are underbid by unscrupulous contractors in competition for City contracts. These ethical contractors may be dissuaded from participating in future procurement contracts.

The City's proprietary contracting interests are served by doing business with contractors who make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. Seeking to protect these municipal interests, the City requires that all contractors subject to the Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with the City's Contractor Code of Conduct and to promise the following:

- (a) To 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 and employment discrimination.
- (b) To 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.
- (c) To take good faith measures to ensure, to the best of the contractor's knowledge, that the contractor's subcontractors also comply with the City's Contractor Code of Conduct.
- (d) To pay employees working on contracts for garments, uniforms, foot apparel, and related accessories a procurement living wage, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 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 which is 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.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understood the City's Contractor Code of Conduct and agree to comply with its requirements.

Signature of Officer or Authorized Representative

Date

Print Name and Title of Authorized Representative

Print Company Name, Address and Phone Number