

# CITY OF LOS ANGELES

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



## ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 200000000110 1	Materials, Customized Promotional/ Advertising	
Contract Dates	Payment Terms	Delivery Days ARO
03-10-20 to 03-31-21	0% Net 30	21
Central Purchasing	Vendor	Bill To
Contact: Beatriz Rubio Phone: (213) 928-9535 E-mail: Beatriz.Rubio@lacity.org	000046263 WORLD OF PROMOTIONS INC 1310 LOUIS AVE ELK GROVE VILLAGE, IL 60007	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

### Extended Description

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RAB Number 200000930024, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RAB (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

Annual Requirements Contract for: **\*\*Materials, Customized Promotional/Advertising\*\*** Award No. 200000000110

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

### Renewal Period Options

Option	Effective Date	Expiration Date
1	04-01-21	03-31-22
2	04-01-22	03-31-23
3	04-01-23	03-31-24
4	04-01-24	03-31-25

### Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
------	----------------	----------------	-----	------------	------------	----------

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	55101515	Customized Promotional/Advertising Material		\$0.0000	(-) 0%	
<p><b>Extended Description:</b> This unit price includes one color and one location imprint, set-up fee, and shipping.</p> <p>Additional charges will apply for multi-color screen imprint and multi-location personalization requests. This fee shall not apply to multi-color embroidery requests.</p> <p>Percentage discount charged to the City: -10% or greater</p> <p>Supplier: World of Promotions</p> <p>Online Catalog: <a href="http://www.aworldofpromotions.com/">http://www.aworldofpromotions.com/</a></p> <p>Applicable price column: Price.</p> <p>For price verification purposes, print out a screen shot of the website showing the price at time of order placement. Please be ready to submit this supporting document upon request.</p> <p>The "Price Agreement Conditions" herein shall apply to discounts.</p>						
2	55101515	Fees, Additional Color, Includes set-up charge.	EA	\$0.4000		
<p><b>Extended Description:</b> Fee for multi-color screen imprint. Price per color per piece.</p> <p>This fee does not apply for multi-color embroidery requests.</p>						
3	55101515	Fees, Additional Location, Includes set-up charge.	EA	\$0.4000		
<p><b>Extended Description:</b> Fee for additional imprint location. Price per location per piece.</p>						
4	78121603	Expedited Shipping Charge		\$0.0000	(-) 0%	
<p><b>Extended Description:</b> This charge will only apply when end user requests expedited shipping. Vendor must submit a copy of the freight bill along with the invoice. City of Los Angeles will only pay for the actual shipping cost that the supplier was billed by the freight companies.</p>						

  
 \_\_\_\_\_  
 Authorized By

# Annual Requirements Contract Clauses, Terms, and Conditions

## Line Item Provisions

Clauses and Comments on PDF

## Document Provisions

Section intentionally left blank.

## Supporting Documents

Section intentionally left blank.

<b>Document ID</b> 200000000110	<b>Document Phase</b> Final	<b>Document Description</b> Materials, Customized Promotional/Advertising	<b>Page 4</b> of 9
------------------------------------	--------------------------------	------------------------------------------------------------------------------	-----------------------

**ARC 200000000110 CONTRACT COMMENTS:**

Procurement Analyst: Beatriz Rubio

Phone Number: (213) 928-9535

E-mail address: Beatriz.Rubio@lacity.org

Fax Number: (213) 928-9511

Requirements Contract for: **\*\*Materials, Promotional/Advertising-Primary Contract\*\***

Award No. 200000000110

Payment Terms: 0% 30 Days      Delivery: 21 Calendar Days or sooner After Proof Approval

Shipping Terms: FOB Destination, Freight Prepaid

RAB No.: 200000930024

Previous Contract Number: None

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RA B Number 200000930024, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

**SUPPLIER CONTACT:**

Contact Person: Layla Rosenfeld

Title: Owner

Telephone No.: (847) 439-7930

Fax No.: (847) 439-7932

E-Mail Address: rosenfeldlayla@yahoo.com

24-Hour Contact No.: (847) 778-4403

**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.**

**APPROVED CONTRACT ITEM PURCHASES:**

The listed items cover the only products approved for purchase under this contract.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

**RENEWAL OPTION:**

<b>Document ID</b> 20000000110	<b>Document Phase</b> Final	<b>Document Description</b> Materials, Customized Promotional/Advertising	<b>Page 5</b> of 9
-----------------------------------	--------------------------------	------------------------------------------------------------------------------	-----------------------

The City reserves the right to renew this contract for four (4) additional one (1) year periods. All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

**PRICE AGREEMENT CONDITIONS:**

Prices charged the City are based on a percentage discount from the supplier's catalog. Percentage discount is to remain firm for the duration of the contract, subject to "Threshold Amount Level Volume Percentage Adjustments". However, manufacturer's/supplier's price lists are subject to change in accordance with price adjustments made by the manufacturer.

The City is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline.

The Request for Quotation specifications, requirements, terms and conditions shall supersede and take precedence over any conflicting conditions in manufacturer's price lists.

Subsequent price list updates shall be submitted to the Purchasing Agent by the supplier in accordance to the following:

**- FOR PRINTED OR ELECTRONIC (EXCLUDING INTERNET / ON-LINE) CATALOGS AND PRICE LISTS;**

1. A letter requesting price list updates shall indicate supplier's name, contract number and published price list(s) date and number.
  
2. All new price lists shall show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles Purchasing Agent. Price list updates will become effective only upon approval by the Purchasing Agent. If approved, a contract amendment letter will be mailed to the supplier identifying the price list and its effective date or any other price changes.
  
3. Purchasing Agent approved price lists may be requested from the supplier by each City Department that uses the contract. The price lists may be shipped directly from the supplier to the City department.

**- FOR INTERNET / ON-LINE CATALOGS AND PRICE LISTS:**

The supplier shall provide access to a secured (https) website for City of Los Angeles staff to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

<b>Document ID</b> 200000000110	<b>Document Phase</b> Final	<b>Document Description</b> Materials, Customized Promotional/Advertising	<b>Page 6</b> of 9
------------------------------------	--------------------------------	------------------------------------------------------------------------------	-----------------------

**ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT:**

Total expenditures for the life of this contract, including the initial term and all renewals or extensions, are estimated to be \$ **1,250,000.00**. No guarantee can be given that this total will be reached or that it will not be exceeded. Supplier agrees to furnish more or less in accordance with actual contract requirements.

Based on the City's estimate, the bidder shall state an additional volume percentage adjustment if the City meets the following threshold amount levels:

Threshold Amount Level:      Volume Percent Adjustment:

\$ 1,250,000.01 - \$ 1,375,000.00          5     %

\$ 1,375,000.01 - over         10    %

During the term of the contract, including any and all extensions thereto, the above volume percentage adjustment shall be made to the base discount/mark up allowed above as each threshold is attained. Each threshold level and volume adjustment will be cumulative after the first threshold is attained. The appropriate adjustment shall become effective once a given threshold is met. The City shall notify the supplier in writing of the applicable adjustment, revised prices, and the effective date of such change.

**STANDARD PRODUCT WARRANTY:**

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects: 1 year.

Warranty for labor/workmanship defects: 1 year.

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

**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

<b>Document ID</b> 200000000110	<b>Document Phase</b> Final	<b>Document Description</b> Materials, Customized Promotional/Advertising	<b>Page 7</b> <b>of 9</b>
------------------------------------	--------------------------------	------------------------------------------------------------------------------	------------------------------

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).

Shipping Terms: FOB Destination and Freight Prepaid

Ship Via: Supplier's Choice

**OTHER GOVERNMENT AGENCY PURCHASES:**

Other government agencies may make purchases using the prices, terms and conditions of this contract.

**CONTRACT PERFORMANCE REVIEWS:**

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing on the supplier's and the City's meeting product and service quality levels stated in the Contract, adherence to the Contract terms and conditions, and providing a forum to informally discuss opportunities for improving products, services, Contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

**ENVIRONMENTALLY PREFERABLE PRODUCTS REPORTING:**

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

**QUARTERLY REPORTS**

The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

1) Expenditure Report that indicates Manufacturer name, description, product/part number, commodity code, quantity, unit price and extended price of all items sold to the City (contract inception to report date).

2) Environmentally Preferable Product (EPP) Report that indicates the quantity and description of

<b>Document ID</b> 20000000110	<b>Document Phase</b> Final	<b>Document Description</b> Materials, Customized Promotional/Advertising	<b>Page 8</b> of 9
-----------------------------------	--------------------------------	------------------------------------------------------------------------------	-----------------------

products sold to the City that are considered EPP. This information may be included in the Expenditure Report.

3) Business Inclusion Program Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from MBE, WBE, SBE, EBE, DVBE and OBE sub-suppliers. This information may be included in the Expenditure Report.

4) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to Other Government Agencies using the prices, terms and conditions of any contracts resulting from this RFQ/RFB (contract inception to report date).

Note: Item 4 is only applicable if Other Government Purchases are allowed.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the following month to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

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.**

**SUBCONTRACTORS:**

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

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

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

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

**LIQUIDATED DAMAGES FOR LATE DELIVERY:**

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that



<b>Document ID</b> 20000000110	<b>Document Phase</b> Final	<b>Document Description</b> Materials, Customized Promotional/Advertising	<b>Page 9</b> of 9
-----------------------------------	--------------------------------	------------------------------------------------------------------------------	-----------------------

the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

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

**SALES/USE TAX PAID DIRECTLY TO STATE:**

Since the supplier has indicated it does not have a permit to collect California State sales tax, the City will pay use tax directly to the State of California. No sales tax will be paid to the supplier.

**VENDOR PAYMENT:**

When submitting Invoices to the Payment Services Section, the following must be referenced on the Invoice:

1. Contract Number
2. Contract Purchase Order (CPO) Number
3. Correct Contract pricing should be reflected on the invoice. Price discrepancies will also cause payment delays.
4. Partial Shipments: If partial quantities are shipped, invoices should only reflect the quantity shipped.

It should be noted that before an invoice can be processed for payment, items must be received and accepted by City Personnel.

In addition to providing accurate and complete information on invoices, the City requires that every vendor doing business in the City obtain a Business Tax Registration Certificate or a Vendor Registration Number. Payment to vendors not complying with this requirement will be delayed until the information is provided.

**Where to Send Invoices**

All Invoices for FMS orders should be sent to the following:

Via Email: GSD Central Invoice, [gsd.centralinvs@lacity.org](mailto:gsd.centralinvs@lacity.org)

OR

By Mail: Payment Services Section

Piper Technical Center, 555 Ramirez Street, Suite 312, Los Angeles, 90012.

