

# 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 190000000171 1	Inkjet and Toner Cartridges, OEM	
Contract Dates	Payment Terms	Delivery Days ARO
07-01-19 to 06-30-20	0% Net 30	3
Central Purchasing	Vendor	Bill To
Contact: Jeffrey Chan Phone: (213) 928-9595 E-mail: jeffrey.chan@lacity.org	000045904 RASIX COMPUTER DBA ACADEMIC SUPPLIER 3519 MAIN STREET SUITE 401 CHULA VISTA, CA 91911	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 190000930018, 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: **\*\* Inkjet and Toner Cartridges, OEM \*\*** Award No. 190000000171.

**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.

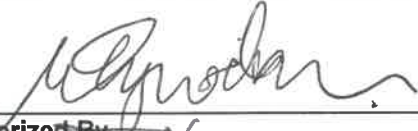
### Renewal Period Options

Option	Effective Date	Expiration Date
1	07-01-20	06-30-21
2	07-01-21	06-30-22
3	07-01-22	06-30-23
4	07-01-23	06-30-24

### Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	44103103	Toner & Inkjet Cartridges - OEM - Core Items		\$0.0000	(-) 0%	
<b>Extended Description:</b> Toner & Inkjet Cartridges - OEM - Core Items						
Prices are based on a fixed pricing structure.						
Price List Name: 190000000171 Core Items						
Price list date: 03/06/2019						
Applicable price column: LIST PRICE						
The "Annual Price Adjustment for Long Term Fixed Price Contracts" herein shall apply to prices quoted.						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
2	44103103	Other Cartridges and Printer Supplies		\$0.0000	(-) 0%	
<p><b>Extended Description:</b> All Other Toner, Cartridges and Printer Supplies not listed on Line 1.</p> <p>Price List Name: 190000000171 Non-Core Items</p> <p>Price list date: 03/06/2019</p> <p>Applicable price column: LIST PRICE, prices shown on catalog already reflect the discounted prices.</p> <p>Percentage Discount offered: 11.25% or higher off Manufacturer's List Price.</p> <p>Price Agreement Conditions shall apply.</p>						

  
 Authorized By \_\_\_\_\_ *AC* *kp*

## 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> 190000000171	<b>Document Phase</b> Final	<b>Document Description</b> Inkjet and Toner Cartridges, OEM	<b>Page 4</b> of 10
------------------------------------	--------------------------------	---	------------------------

**ARC 190000000171 CONTRACT COMMENTS:**

Procurement Analyst: Jeffrey Chan Phone Number: (213) 928-9595

E-mail address: Jeffrey.Chan@lacity.org Fax Number: (213) 928-9511

The contract is awarded for the following:

\*\*\*\* INKJET AND TONER CARTRIDGES, OEM \*\*\*\*

Award No. 190000000171

Notice of award of contract No. 190000000171

Payment Terms: 0% 30 Days Delivery: 3 Days A R O

Shipping Terms: FOB Destination

Renewal Options Granted: 4

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RAB Number 190000930018, 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.

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.

**SUPPLIER CONTACT INFORMATION:**

Contact Person: Jeffrey Kozma

Title: Contract Manager

Telephone No.: (619) 671-2003 x117

E-Mail Address: [jeffrey.kozma@rasixinc.com](mailto:jeffrey.kozma@rasixinc.com)

**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.

**CPO DELIVERY AND PAYMENT TERMS:**

Payment Terms: 0% 30 Days Delivery: 3 Days A R O

<b>Document ID</b> 190000000171	<b>Document Phase</b> Final	<b>Document Description</b> Inkjet and Toner Cartridges, OEM	<b>Page 5</b> <b>of 10</b>
------------------------------------	--------------------------------	---	-------------------------------

**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:**

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

**OTHER GOVERNMENT AGENCY PURCHASES:**

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

**ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS (Line 1):**

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent.

**PRICE AGREEMENT CONDITIONS (Line 2):**

Prices charged the City are based on a percentage discount from the manufacturer's published price list. Percentage discount is to remain firm for the duration of the contract, subject to "Threshold Amount Level Volume Percentage Adjustments". However, manufacturer'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.

<b>Document ID</b> 19000000171	<b>Document Phase</b> Final	<b>Document Description</b> Inkjet and Toner Cartridges, OEM	<b>Page 6</b> of 10
-----------------------------------	--------------------------------	---	------------------------

**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 \$10,000,000.00. 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:

\$ 10,000,000.01 - \$ 10,500,000.00    0.25 %

\$ 10,500,000.01 - \$ 11,000,000.00    0.25 %

\$ 11,000,000.01 and over    0.25 %

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.

**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, quantity, unit price and extended price of all items sold to the City (contract inception to report date).

2) Recycled Material/Product Report that indicates the quantity and description of products sold to the City that have recycled material content. This information may be included in the Expenditure Report.

<b>Document ID</b> 190000000171	<b>Document Phase</b> Final	<b>Document Description</b> Inkjet and Toner Cartridges, OEM	<b>Page 7</b> <b>of 10</b>
------------------------------------	--------------------------------	---	-------------------------------

3) MBE/WBE/OBE Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from Minority, Women, or Other Business Enterprise sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the month following contract quarter end 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.

**ENVIRONMENTALLY PREFERABLE PRODUCTS:**

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.

**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 EPP reports, to include the following (each report should be comprehensive, including all relevant information from contract inception to the date of each report):

1. Expenditure Report of all items sold to the City that includes the following:  
Participating City departments,

<b>Document ID</b> 19000000171	<b>Document Phase</b> Final	<b>Document Description</b> Inkjet and Toner Cartridges, OEM	<b>Page 8</b> of 10
-----------------------------------	--------------------------------	---	------------------------

Contract Purchase Order Number,

Manufacturer's name,

Product code or part number,

Product description,

Unit of Measure,

Quantity,

Unit Price, and

Extended price

Note: Individual EPP reports shall be provided for Council-Controlled Departments; Library; and the proprietary departments: Department of Water and Power, Los Angeles World Airport, and the Port of Los Angeles.

2. Expenditure Report of all items sold to any Other Government Agencies (other than those mentioned in item no. 1 above) using the prices, terms and conditions of any contracts resulting from this RFQ (each report should be comprehensive, including all relevant information from contract inception to the date of each report).

**RECYCLING:**

The supplier shall collect ALL empty printer cartridges throughout the City at no additional cost. Any "end of life" cartridges that cannot be used for remanufacturing must be disposed of properly by recycling in accordance with all environmental and health safety laws.

**LIQUIDATED DAMAGES FOR LATE DELIVERY:**

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

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

**OFF-PEAK DELIVERY AND PICK-UP HOURS:**



<b>Document ID</b> 190000000171	<b>Document Phase</b> Final	<b>Document Description</b> Inkjet and Toner Cartridges, OEM	<b>Page 9</b> of 10
------------------------------------	--------------------------------	---	------------------------

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).

#### **SUPPLIER PERFORMANCE REVIEWS:**

The supplier(s) receiving an award agree(s) to attend periodic performance reviews, facilitated by the City's Contract Manager. Reviews will be held a minimum of once per calendar quarter and will focus 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 will provide 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.

#### **SUBCONTRACTORS:**

All subcontractors shall be approved by the City Purchasing Agent prior to working on City projects. Such approval will not be unreasonably withheld. A subcontractor is defined as a person, partnership, corporation or other entity, which enters into a contract with a contractor for performance of some or all of the City contracted work.

Bidders shall provide a list of all proposed subcontractors with the Quotation, including the following information: Subcontractor Name, Complete Address, Contact Name and Title, E-mail Address, Phone Number, and Fax Number. The Contractor shall identify subcontracted work by subcontractor name and dollar amount subcontracted on all monthly/quarterly reports. Wholly owned subsidiaries of the contractor shall not be considered as subcontractors, but the City shall be notified in advance of their usage. The Contractor shall not change any of the approved subcontractors or reduce their level of work without the City Purchasing Agent's written approval. City approval shall not be unreasonably withheld.

All procurement agreements with a value in excess of \$25,000 and having a term in excess of three (3) months are subject to the Sweat-Free Procurement Ordinance. Subcontractor

Document ID	Document Phase	Document Description	Page
190000000171	Final	Inkjet and Toner Cartridges, OEM	10 of 10

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.

**VENDOR PAYMENT:**

1. The City requires that when submitting Invoices to the Payment Services Section, the order number must be referenced on the Invoice. Failure to include this information will delay the payment process.
2. Correct Pricing: Contract pricing or quoted pricing for non-contract purchases should be reflected on the invoice. Price discrepancies will also cause payment delays.
3. Additional Charges: Additional charges such as freight or delivery, if applicable, must be quoted at the time the order is placed. If additional charges are included on an invoice and not reflected on the SMS order, delays will occur.
4. 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.