

CITY OF LOS ANGELES

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



Reverse Auction Bids

Solicitation Number	Description
RAB 40 190000930018 2	Inkjet and Toner Cartridges, OEM
Published Date	Close Date and Time
01-10-19	02-12-19 11:00:00 PST
Bid Receiving Location	Central Purchasing
Please submit your response to Central Purchasing via the Los Angeles Vendor Self Service (LAVSS) website at lavss.lacity.org .	Contact: Jeffrey Chan Phone: (213) 928-9595 Fax: E-mail: jeffrey.chan@lacity.org
Additional Info	
This is a Request for Quotation to establish an Annual Requirements Contract for Inkjet and Toner Cartridges, OEM as stipulated herein.	

Bid Schedule

Event Date	Event Description
01-15-19	Mandatory Pre-Quotation Bidder Conference
02-12-19	Bid Due Date for LAVSS submission
02-20-19	Online Auction Event

Line Items

Line	CL Description	Quantity	UOM	Unit Price	Line Total
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Request for Quote Clauses, Terms, and Conditions

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

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Supporting Documents

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Quotations are requested for furnishing the annual requirements of the City of Los Angeles for the goods and/or services described within this document beginning ([March 1, 2019](#)), or upon date of award of the contract, and ending ([February 28, 2020](#)).

Notwithstanding that this is an annual requirements contract, the City reserves the right, and nothing herein shall preclude it from doing so, to acquire the same item(s) provided in this contract from other sources, when such item(s) are a necessary part of services to be performed under contract by those other sources. For example, plants that the City buys under an annual requirements contract may be acquired under a landscaping services contract for a specific landscaping project or job.

The City may also competitively bid individual purchases when the purchase amount exceeds \$50,000. For example, electrical, plumbing, or automotive supplies that the City buys under an annual requirements contract may be acquired by a "One Time" Request for Quotation, or as part of a competitively bid construction, repair or maintenance project.

THE CITY OF LOS ANGELES PURCHASING AGENT (THE PURCHASING AGENT) HAS DETERMINED THAT AN ONLINE REVERSE AUCTION WILL BE HELD TO AWARD A SUPPLY CONTRACT OR PURCHASE ORDER FOR THE MATERIALS, SUPPLIES OR PRODUCTS REQUESTED.

THE REVERSE AUCTION EVENT WILL BE HELD ON [Wednesday, February 20, 2019](#) at [9:00am PST](#)

SEE THE "REVERSE AUCTION EVENT PROCESS" CLAUSE BELOW FOR ADDITIONAL INFORMATION.

REVERSE AUCTION EVENT PROCESS:

The Purchasing Agent will accept bids for [Inkjet and Toner Cartridges, OEM](#) for the CITY OF LOS ANGELES using an Online Reverse Auction Process managed and hosted by Electronic Auction Services, Inc. (EASI) on [Wednesday, February 20, 2019](#) at [9:00am PST](#).

The Online Reverse Auction Process will be conducted in accordance with the Los Angeles City Charter, City Administrative Code and Ordinances, the procedures of the Office of the City Purchasing Agent, the REQUEST FOR QUOTATION BIDDER INSTRUCTIONS AND GENERAL TERMS AND CONDITIONS FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS, and the RFQ /RFB specifications. This Online Reverse Auction Event will be the process used to determine final pricing. By submitting a bid through the Online Reverse Auction Process, the bidder agrees to abide by the terms and conditions of the Los Angeles City Charter, City Administrative Code and Ordinances, the procedures of the Office of the City Purchasing Agent, the REQUEST FOR QUOTATION BIDDER INSTRUCTIONS AND GENERAL TERMS AND CONDITIONS FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS, and the RFQ/RFB specifications.

Bidders interested in bidding on this contract are required to upload all bid documents as instructed prior to the bid closing date and time. Any response received after the due date and time is considered a late bid. Late bids or responses will not be permitted to continue in the Reverse Auction Process.

PRICES SHOULD NOT BE STATED OR OTHERWISE INCLUDED AT THIS TIME. PRICES WILL BE SUBMITTED DURING THE REVERSE AUCTION.

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Responses will be reviewed by the Purchasing Agent prior to the reverse auction event. If the Purchasing Agent knows or has reason to conclude that a mistake has been made, the Procurement Analyst will request the bidder to correct the response prior to the reverse auction event. Situations in which corrections will be requested include but are not limited to obvious or apparent errors; incorrect, incomplete or excluded legal compliance forms; or missing pages.

The Purchasing Agent will use information from the responses to register bidders for the auction event. The City reserves the right to exclude bidders who are deemed not responsive or not responsible.

THE DATE AND TIME OF THE REVERSE AUCTION EVENT WILL BE [Wednesday, February 20, 2019](#) at [9:00am PST](#).

EASI shall provide written notice to each bidder through U.S. Mail or electronic means regarding the bidder's inclusion or exclusion from the qualified bidders list.

EASI shall work with the bidders to prepare for the auction event. Preparation may include, but is not limited to configuration of the auction computer system; testing of the bidder interface; delivery of the event procedure manuals and other supporting documentation; and training.

Only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASI will provide the necessary operational and administrative support to ensure that the integrity of the auction event is not compromised.

EASI will keep an event record, which will include the prices offered by the bidders. The event record will become part of the contract documents and a public record at the conclusion of the event.

The bidder interface will be configured such that a bidder will not know the identity of competing bidders until the event is complete.

EASI will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event. The lowest price offered will become the price portion of the bid response.

Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.

The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension shall be contained in the event procedure manual that will be distributed to all qualified bidders.

The event will conclude at either the scheduled stop time or the time at which all extensions are completed, whichever is later.

After the conclusion of the auction event, the City will consider the qualifications summary and the price offered during the auction event to determine the lowest responsive and responsible bidder. The Purchasing Agent reserves the right to reject, in part or in whole, any and all bids submitted in the reverse auction.

The award of the contract will be to the bidder(s) deemed to offer the materials, supplies or products at the lowest bid price, lowest ultimate cost, or best overall value to the City based on the responsive quotation(s) meeting the specifications set forth in the RFQ/RFB, and the final price(s) offered during the reverse auction event.

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The bidder(s) with whom the City enters into a contract will be required to pay a transaction fee to EASI pursuant to the Terms & Conditions signed and returned to the Purchasing Agent prior to the bid response due date. The fee will be one percent (1%) of the contract amount, with a \$40,000 maximum. The transaction fee is payable to EASI as follows:

* One-Time Purchase Contracts - One-half (50%) of the fee is payable within 30 days of the issuance of a Purchase Order by the Purchasing Agent with the balance due within 30 days of delivery of the materials, supplies or products.

* Term Purchase Contracts - The fee for Contracts for a period of time during which the materials, supplies or products are purchased, or repair/maintenance services are rendered will be due within 15 days of the end of each month of the Contract term, based on the estimated purchase price. The 1st payment will be due upon 1st delivery.

MANDATORY PRE-QUOTATION BIDDER CONFERENCE:

A Mandatory Pre-Quotation Conference will be held to receive questions from prospective bidders regarding the RFQ/RFB, and for prospective bidders to obtain additional information regarding the City’s contracting and legislated compliance requirements. The conference is scheduled for 1/15/2019 at 10:00 AM, in 111 E. First Street Room 100, Los Angeles, CA 90012.

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/RFB.

OTHER GOVERNMENT AGENCY PURCHASES:

Other government agencies other than the City of Los Angeles agencies (inclusive of Department of General Services, Department of Water and Power, Los Angeles World Airport, Port of Los Angeles, and Library) may want to make purchases using the prices, terms and conditions of any contracts resulting from this RFQ/RFB.

Any allowance of other government agencies to make purchases using the prices, terms and conditions of any contracts awarded from this RFQ/RFB is subject to the following:

- 1) A one percent (1%) quarterly rebate due to the City of Los Angeles Department of General Services.
- 2) A one percent (1%) transaction fee, with a \$40,000 maximum over the term of the contract, per government entity, due to EASI.

The one percent (1%) quarterly rebate and one percent (1%) transaction fee shall be based on actual purchases, as documented on Supplier’s Quarterly Report.

Quarterly rebates shall be delivered by the 25th 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 checks.

State below if you will allow such purchases.

Yes _____ No _____

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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 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.

SUBMIT YOUR QUOTATION ONLINE VIA Vendor Self Service (VSS)

RAB # 190000930018

Due on or before 2/12/2019 @ 11:00 a.m.

Quotations delivered to any other location will not be accepted or considered if they are not uploaded to VSS prior to the RFQ/RFB Closing Date and Time.

All communications, excluding disputes, 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, and through VSS. Disputes regarding this Request for Quotation or any resulting award shall be directed in writing to the Supplier & Customer Relations Division via e-mail at GSD.CENTRALP@LACITY.ORG. Any bidder communicating with City of Los Angeles staff other than the Procurement Analyst or Supplier & Customer Relations Division may be disqualified, and their Quotation declared non-responsive.

HP U.S. QUALIFIED PARTNER PROGRAM

Bidders must be an authorized dealer in good standing with the Qualified Partner Program through HP

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and shall check below Yes or No.

Yes: _____ No: _____

Proof of Certification may be requested prior to award. Failure to meet this requirement will be deemed non-responsive.

SUPPLIER CONTACT INFORMATION:

Company Name: _____

Address: _____

Quoted By: _____

(Print Name)

(Title)

(Signature)

(Date)

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

24 Hour Contact No.: _____

BAVN ID: _____

VSS ID: _____

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.

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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 3 calendar days after receipt of orders. The bidder shall state the time by which delivery will be made in the GENERAL QUESTIONS section of this Request for Quotation.

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

PAYMENT DISCOUNT TERMS:

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

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

RENEWAL OPTION:

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

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS: (Core Items #1 – 180 on the RFQ Worksheet)

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.

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PRICE AGREEMENT CONDITIONS: (Non-Core Items #181 on the RFQ Worksheet)

Prices charged the City are based on a percentage discount from / mark up to the manufacturer's published price list. Percentage discount/mark up 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.

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

The bidder shall provide, in its quotation, access to a secured (https) website for the City of Los Angeles Purchasing Agent 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 successful bidder shall provide website access to all City customers placing orders. 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.

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	_____ %
\$ 10,500,000.01 - \$ 11,000,000.00	_____ %
\$ 11,000,000.01 and over	_____ %

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.

SALES/USE TAX DIRECT PAYMENT:

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

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self pay the California Use Tax equivalent of California Sales Tax directly to the California State Board of Equalization.

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

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

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

Permit Number: _____ - _____ - _____ - _____

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

No Permit Number: _____

Signature: _____

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

EXISTING CITY OF LOS ANGELES SUPPLY CONTRACTS:

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

Do you have an existing supply contract with the City?

_____ Yes _____ No

If yes, please provide the following information:

Contract 1-

Department: _____

Contract Number: _____

Description: _____

Estimated Annual City Purchases: _____

Contract 2-

Department: _____

Contract Number: _____

Description: _____

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Estimated Annual City Purchases: _____

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

STANDARD PRODUCT WARRANTY:

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

Warranty for material defects: _____ years

Warranty for labor/workmanship defects: _____ years

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

BUSINESS INCLUSION PROGRAM MANDATORY 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 to reach out to MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs, especially when subcontracting opportunities are available.

ON-LINE BIDDER INFORMATION AND FORMS:

All companies wishing to bid on City of Los Angeles purchases are directed to the Los Angeles Business Assistance Virtual Network - www.labavn.org - to register as bidders and to complete the City's Equal Benefits Ordinance; Non-Discrimination/Equal Employment Practices/Affirmative Action Program; and Slavery Disclosure Ordinance Affidavits.

Questions regarding the Affidavits and compliance with the City's requirements should be directed to the Bureau of Contract Administration, (213) 847-2625 or (213) 847-2631, or via e-mail to bca.eeoe@lacity.org.

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.

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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):

Expenditure Report of all items sold to the City that includes the following:

Participating City departments,

Contract Purchase Order Number,

Manufacturer's name,

Product code or part number,

Commodity Code,

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.

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/RFB (each report should be comprehensive, including all relevant information from contract inception to the date of each report).

Upon award of a contract, successful bidders will be provided with a link to an electronic quarterly EPP report template and contact information for report submittal.

The quarterly EPP report may be included in the Quarterly Expenditure Report, provided that the EPP portion of the report is distinct and/or is contained in an easily identifiable separate portion of the report.

CONTRACT PERFORMANCE REVIEWS:

The supplier(s) receiving an award agree(s) to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, with focus on the supplier's and the City's meeting product and service quality levels stated in the Contract,

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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.

REQUEST FOR QUOTATION WORKSHEET:

Bidder must NOT complete the attached worksheet. Pricing will be collected during the live bidding event (Reverse Auction).

PRE-AWARD CONFERENCE:

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

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

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.

SUBCONTRACTORS:

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

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

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

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

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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.

INSURANCE REQUIREMENTS:

Successful bidder shall furnish the required City insurance certificates within ten (10) days of notification of pending award. Coverages shall be as set forth below. Properly completed forms shall be submitted directly to Risk Managements website at <https://kwikcomply.org/>. Failure to comply will result in the quotation being rejected as non-responsive, and award will be made to the next lowest responsive and responsible bidder.

Minimum coverages shall be as follows:

- (1) Bodily injury & property damage - \$ 1,000,000 combined single limit
- (2) Worker's Compensation - statutory limits in accordance with sections 3700 and 3800 of the California State Labor Code and including Waiver of Subrogation in favor of the City, plus Employer's Liability.
- (3) Additional insured - the City of Los Angeles shall be named as an additional insured.
- (4) Cancellation or reduction notice - 30-day notice of cancellation or reduction shall be mailed to the City of Los Angeles, City Attorney, 12th floor, City Hall, 200 N. Spring St., Los Angeles, CA 90012-4801

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

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