

September 25, 2009

**INVITATION FOR BID**

To: INTERESTED BIDDERS

Subject: **BID NO.09-11; Bulk Pool Chemicals – Districtwide - Delivered.**

The Los Angeles Community College District is currently accepting bids for Bulk Pool Chemicals. Details are contained in the enclosed bid form.

If you are interested in providing a bid, your bid must be submitted by 2:00 p.m. on October 9, 2009. Bids submitted after this date and time shall be returned unopened.

If you have any questions regarding this bidding opportunity or its procedures, please contact the designated contact person identified in the enclosed Invitation for Bid.

Sincerely,

James B. Watson  
Contracts and Purchasing Manager

JW:ld

Enclosure

**INVITATION FOR BID**  
**for**  
**BULK POOL CHEMICALS**

**I. INTRODUCTION**

**A. PURPOSE**

The purpose of this Invitation for Bid (IFB) is to solicit bids for a product procurement program for Bulk Pool Chemicals listed in **Attachment "E"**, and the bidder's proposed discount from manufacturers suggested list price for the balance of the bidder's product catalog for the Los Angeles Community College District. This program will permit authorized District employees to place orders in writing to obtain Bulk Pool Chemicals, supplies and equipment products for use by each college.

**B. DISTRICT CONTACT PERSON**

The District contact person for this IFB is given below. Bidders requiring clarification of the intent or content of this IFB, or bidders who did not receive all the materials, must contact the District Contact Person. Contact with any District representative regarding this IFB other than the District Contact Person or designee may disqualify the bidder.

James B. Watson  
Los Angeles Community College District  
Operations Division  
Business Services Branch  
770 Wilshire Boulevard, 6th Floor  
Los Angeles, CA 90017  
(213) 891-2421  
(213) 891-2490 (FAX)

**C. BID OPENING DATE**

The delivery of a bid to the District is the sole responsibility of the bidder. Bids will not be accepted after the date and time specified. The bid must be hand delivered to Los Angeles Community College District, 770 Wilshire Boulevard, 6th floor, Contracts Office, during normal business hours, which are 8:00 a.m. to 4:00 p.m., Monday through Friday. **Bid opening will be at 2:00 p.m. on October 9, 2009.**

**II. GENERAL RULES AND INFORMATION GOVERNING COMPETITION**

**A. INTRODUCTION**

The competitive method used for this solicitation is an Invitation for Bid (IFB). Selection of a contractor (referred to, as a bidder in this IFB will be made through competitive procurement procedures. The following general rules and information are applicable to this IFB.

## **B. ACTIONS BY THE DISTRICT**

the District will take the following actions:

- advertise this IFB in a newspaper of general circulation
- post an advertisement on [www.LACCD.edu](http://www.LACCD.edu) Web page (Business Opportunities)
- mail the IFB to known potential bidders and anyone responding to the advertisement
- issue amendments to IFB if necessary
- receive and evaluate proposals
- mail notice of intention to award contract
- award the contract

## **C. QUESTIONS REGARDING THIS IFB**

Bidders requiring clarification of the intent or content of this IFB, or on procedural matters regarding the competitive bid process, may request clarification by submitting written questions in an envelope marked "Questions Relating to IFB # 09-11 and addressed to the District Contact Person. Answers to the questions will be provided to all bidders without identifying the submitter.

## **D. IFB AS PART OF FINAL CONTRACT**

At the District's discretion, the content of this IFB may be incorporated into the final contract.

## **E. ORAL COMMUNICATIONS**

Any oral communication by the Districts' Contact Person or designee concerning this IFB is not binding and shall in no way modify the IFB or the obligation of the District, bidder or contractor.

## **F. ADDENDAS TO IFB**

If it is necessary to amend the IFB, the District will mail formal amendments to all potential bidders.

## **G. TERMINATION OR CANCELLATION**

The District and the Contractor reserve the right to terminate any contract awarded through this IFB by providing 30 day written notice to the other.

## **H. DISPOSITION OF BIDS**

All materials submitted in response to this IFB become the property of the District and will become a public record after the date and time for opening of the bids.

## **I. IMMATERIAL DEFECT IN BID**

The District may waive any immaterial deviation or defect in a bid. The District's waiver shall in no way modify the IFB documents or excuse the contractor from full compliance with the IFB if awarded the contract.

#### **J. NOTICE OF INTENT TO AWARD**

Written notification of the District's intent to award a contract will be mailed to each bidder.

#### **K. NEWS RELEASES**

News releases pertaining to any award resulting from this IFB may not be made without the prior written approval of the District Contact Person.

#### **L. CONFIDENTIALITY**

As part of the contract, the successful bidder may come into contact with information designated confidential by the District. The successful bidder will be required to sign a Confidentiality Agreement (Attachment A) that states the successful bidder will exercise security precautions with such information, and not divulge it to any other party. Failure to comply with the agreement will subject the successful bidder to criminal and civil liability.

#### **M. USE OF DISTRICT EMPLOYEES' NAMES**

The successful bidder must agree not to use the names and addresses of District employees for any purpose not directly related to this IFB.

#### **O. STANDARD AGREEMENT**

The District has a standard agreement (Attachment D) which must be agreed to without alteration by the successful bidder for the IFB. The Standard Agreement will incorporate this IFB, any attachments to this IFB and the Bidder's response to this IFB. **The Standard Agreement is included in this IFB for informational purposes and does not need to be returned with a bid.**

### **III. INSTRUCTIONS TO BIDDERS**

#### **A. OVERVIEW**

This is a competitive Invitation for Bid (IFB) conducted under the laws and regulations of the State of California applicable to the Los Angeles Community College District. Bidders should carefully examine the entire IFB and be fully aware of the nature of the services, the quality of the services and the conditions in providing the services. All instructions in this section must be fully complied with or a bid may be rejected as not responsive.

If you wish to bid, the following instructions are mandatory.

## **B. BIDDER'S COSTS**

The bidder will furnish all labor, materials and equipment necessary to provide one (1) original and (2) copies of their bid package to the Los Angeles Community College District. Participation by colleges within the District is voluntary and District cannot guarantee any minimum purchase or participation by each college. The specific product and services required are described in Section VI. The cost of developing a bid is the bidder's responsibility and is not chargeable to the District. The District further reserves the right to reject any and all bids. Bidder acknowledges the District's right to reject any and all bids.

## **C. NO DISTRICT LIABILITY**

The District will accept liability only for orders placed by a college Vice President of Administration, the District's Director of Administrative Services or a designated representative defined in writing to the vendor. The District will not accept liability for any orders placed by any other individual representing himself or herself as a Los Angeles Community College District employee. Confirmation of authorized representatives may be obtained by contacting the Director of Business Services at (213) 891-2400.

## **D. TERM OF CONTRACT**

The contract awarded through this IFB will be effective for up to the three **(3) year** period from **November 5, 2009 to November 4, 2012.**

## **E. SUBCONTRACTORS**

If a subcontractor will be used by the bidder to comply with any portions of this IFB, that fact must be stated in the bid. The names of the subcontractors and their duties will be specific in the bid.

## **F. CHANGES TO IFB**

The District reserves the right to amend or modify the IFB prior to the date fixed for submission of bids.

## **G. NO DEVIATION FROM CONDITIONS OF IFB**

Any bid that modifies the conditions of the IFB will be rejected.

## **H. WITHDRAWAL**

A bidder may withdraw a bid at any time prior to the bid opening by submitting a request in writing.

## **I. BID IRREVOCABLE FOR 60 DAYS**

A bid is an irrevocable offer valid at the date scheduled for the bid opening and for sixty (60) days thereafter.

## **J. NO AGREEMENT UNTIL SIGNED**

No agreement with the District is in effect until a contract has been signed by both parties and approved by the Board of Trustees of the Los Angeles Community College.

#### **K. CONFIDENTIALITY AGREEMENT**

It is the policy of the District that all identified information of the bidder's response and District identified confidential information is protected. Each bidder shall prepare and sign a Confidentiality Agreement (Attachment A).

#### **L. ANTI-DISCRIMINATION CLAUSE**

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual preference or marital status, except as provided in Government Code Section 12940. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, California Government Code Section 12900 et seq. and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor. Each bidder shall prepare and sign an Anti-Discrimination Clause (Attachment B).

#### **M. NONCOLLUSION AFFIDAVIT**

Each bidder shall prepare and sign a Noncollusion Affidavit (Attachment C).

#### **N. BID SUBMISSION AND OPENING**

**Each bid must be submitted by 2:00 p.m. on October 9, 2009.** No bids will be accepted subsequent to that time and date. The address for the bids is Los Angeles Community College District, Business Services – 6th Floor, 770 Wilshire Boulevard, Los Angeles, California 90017. **The bids will be opened at 2:00 p.m. on October 9, 2009.** If the address for either of the above actions is changed, all bidders will be notified by mail. All bids must be signed and become the property of the District.

### **IV. FORMAT FOR BID**

#### **A. INTRODUCTION**

This section prescribes the mandatory format for the development and presentation of a bid. Each bidder must adhere to these requirements and submit all the following documents and date. A bid may be rejected if it is conditional or incomplete.

#### **B. COVER LETTER**

The cover letter shall briefly summarize the bidder's ability to perform the services specified in the IFB. The letter shall also state the bidder's willingness to provide the products outlined in the IFB and to enter into a formal contract with the District. The letter must be signed by a person authorized to commit the bidder to a contract.

### **C. TABLE OF CONTENTS**

Each bid must include a Table of Contents with page references for the principal sections.

### **D. CONFIDENTIALITY AGREEMENT**

Each bid must include a signed Confidentiality Agreement (Attachment A).

### **E. ANTI-DISCRIMINATION AFFIDAVIT**

Each bid must include a signed Anti-Discrimination Affidavit (Attachment B.)

### **F. NONCOLLUSION AFFIDAVIT**

Each bid must include a completed and signed Noncollusion Affidavit (Attachment C).

### **G. DESCRIPTION OF PRODUCTS AND SERVICES OFFERED**

Each bid must include a description of the bidder's products offered as outlined in Section V.

### **H. NUMBER OF COPIES AND MAILING OF PROPOSAL**

Three (3) copies of a bid will be submitted in a sealed envelope. One of the copies shall be marked "**Master**" and will contain original signatures in all locations requiring a signature. The remaining two (2) copies do not require signatures. The sealed envelope will be addressed as follows:

Invitation for Bid  
Number # 09-11  
Los Angeles Community College District  
Contracts Office, 6th Floor  
770 Wilshire Boulevard  
Los Angeles, California 90017

If the above address is changed, all bidders will be notified by mail. The envelope containing the bid will clearly identify the bidder in the return address location. The envelope may be mailed or delivered in person, but delivery of the bid is the sole responsibility of the bidder.

## **V. QUALIFICATIONS OF BIDDER**

### **A. INTRODUCTION**

A bidder for the IFB must meet certain minimum qualifications before the District will consider the bidder's bid. The following qualifications are mandatory for any bidder and each must be discussed in the bidder's bid.

### **B. AUTHORIZATION TO DO BUSINESS**

A bidder must be authorized to do business in California. If a bidder is a sole proprietorship or partnership, the bidder should furnish with the bid a copy of a current business license issued in California. If the bidder is a corporation, it must be approved by the California Secretary of State to do business in California. The bidder should furnish the corporate number issued by the Secretary of State with the proposal.

### **C. PRODUCT LINES OFFERED**

The bidder may offer any business product lines available to meet the needs for business supplies and equipment products of a college operation and administrative offices.

Each bidder must be able to deliver products to each of the colleges within the Los Angeles Community College District. Delivery is to be within 72 hours of order placement unless agreed to in advance by the District representative placing the order.

### **D. MANAGEMENT INFORMATION REPORTS**

The successful bidder must provide complete management reports to the District on a monthly basis at no cost. The reports shall contain management information for the entire District, separated by college. The format of the report may follow the bidder's format as long as the following items are included:

- Account Number
- College
- Product Item Number
- Item Description
- Quantity Purchased by Item
- Dollar amount of each item purchased

Each bidder must submit sample copies of the management information reports currently offered to other corporate or government customers. The bidder is to identify whether customized reports are available.

### **E. PERSONNEL RESOURCES**

A bidder must have sufficient personnel resources to develop and administer the District's procurement of office products and office equipment and related services and support as necessary. The bid shall provide the following information on the bidder's personnel:

- the number of positions that will be assigned to this account,
- the required employment qualifications for any person hired to work on this account, and
- the physical location of employees assigned to this account

### **F. REFERENCES**

A bidder shall list in the bid other public entities where the bidder is currently providing business supplies and equipment products. The bidder will provide the following information on these government agencies:

- name, address and telephone number of the government, and a contact person who may be contacted for verification of the data submitted
- dates of the contract or agreement.

## **VI. SERVICES TO BE PERFORMED**

### **A. BASIC SERVICE TO BE PERFORMED**

Products are to be delivered to designated locations Attachment D. Retail stores operated by the bidder are to be listed by geographic relation to each of the colleges if those stores will be available to sell products to the District under this agreement.

Each bidder is to describe the pricing structure bid for the products offered under this agreement. The quoted pricing structure must be applied equally to each college of the District. Different pricing for identical goods because of a college's location or usage rates is prohibited.

The successful bidder will be expected to provide a catalog or catalogs of the bulk chemical and supplies and equipment available to each college of the Los Angeles Community College District. The product lines to be provided are those that are customarily used in a college swimming pool environment for operations.

Substitution of products is prohibited and may result in the cancellation of any agreement entered into as a result of this IFB. Each bidder is to independently determine the prices at which products are to be ordered. Vendors are to provide a discount off of a manufacturer's list price from a catalog, identifying the cost to the District under this contract.

Products offered by bidders are expected to include "commodity" items whose costs can vary widely due to changes in economic conditions. Each bidder will identify how price changes are to be addressed.

The method of pricing may result in fluctuations in costs during the contract period. As this is a contract to fill continuing needs of the District the requester's placement of an order for stated quantities identified prices will constitute a fixed price payable under the contract. All purchases are to be accumulated and treated as the volume of purchases for the district. The contractor agrees to provide any volume discounts to each college and the District office.

The bidders may issue new catalogs during the agreement period. The bidder is to state how frequently catalogs will be issued and what the proposed price changes will be based upon. Upon demand by the District, the successful bidder may be required to justify price adjustments. For each change in catalog, the successful bidder will be required to identify the average change in price for the catalog as a whole. If product prices fluctuate from catalog to catalog for reasons that cannot be justified to the District, the District will have the right to terminate the agreement.

### **B. ORDER AUTHORIZATIONS**

The successful bidder will agree to require that orders placed are to be accepted only from employees authorized by their respective colleges. This includes authorized persons at the

District's Administrative Office, or the Vice President of Administrative Services or designee at the relevant college. Prices listed on the Order shall be F.O.B. Destination.

### **C. PRODUCT WARRANTIES**

All products are to be new and have the manufacture's warranty in force at the time of receipt. Each bidder is to identify how warranty claims (if any) are to be processed. Bidders are specifically required to address whether the bidder will process all warranty claims or if the manufacturer is to process claims.

### **D. DELIVERY OF PRODUCTS**

Products are to be delivered to each of the nine colleges of the Los Angeles Community College District. Attachment D is a list of the delivery addresses. If a bidder offers store shopping and/or Will Call orders, the bidder is to identify the store address(s) on Attachment D. The bidder is to also state the distance from the store to the college. If the bidder does not offer store shopping and/or Will Call orders, write N/A in the appropriate location on Attachment D.

Upon receipt of a valid order, the successful bidder will deliver all items on the order to the receiving department of the college. Partial shipments are discouraged. If an order cannot be placed and shipped in full, the vendor must prior to shipment advise ordering location of those items not available for immediate shipment, and advise an accurate lead-time for future delivery.

### **E. LOW PRICE GUARANTEES**

Bidders are to state their policy on matching prices offered by competitors. It is the District's desire to place all orders through the successful bidder providing that prices are not more than those available from other suppliers.

### **F. BILLING**

The successful bidder shall provide an invoice for each college on a frequency no less than monthly. The invoice is to contain charges for orders placed during a thirty-day cycle. Each invoice is to be arranged by college order number; a sequentially numbered document granting authorization to place an order. The college order number must be shown on the invoice and must match, without exception, the amount on the college's order. There will be no partial payment.

### **G. QUALITY CONTROL**

The successful bidder shall maintain effective quality control systems to ensure accuracy in the various services being provided. The District will continuously monitor the various services with particular attention to complaints. The District reserves the right to cancel the contract if the following areas are not maintained in a satisfactory manner.

- Validity and appropriateness of items on billing statements
- Accuracy of response by successful bidder to customer inquiries
- Timely Delivery of Products

- Complying with the administrative provisions of the agreement
- Accuracy and timeliness of management information reports

## **VII. BID EVALUATION PROCEDURES**

### **A. EVALUATION GROUP**

All bids opened at the Bid Opening will be evaluated to determine if they are complete and if they meet the mandatory qualifications specified in Section V. Those bids that are complete and meet the qualifications specified in Section V will then be evaluated. An award will be made to the bidders whose bid is in the best interests of the District. The District may reject all bids if none are considered advantageous to the District.

### **B. MULTIPLE AWARDS**

Multiple awards may be made as a result of this IFB. Multiple awards will ensure that any ensuing contracts will allow the District to fulfill current and future requirements of the diverse needs of the District.

### **C. EVALUATION QUESTIONS**

During the evaluation process, the District may have questions about a bid. Each bidder shall make available a representative for answering specific questions, either orally or in writing.

### **D. BIDDER'S ABILITY TO PERFORM**

During the evaluation process, the District may be unable to determine a bidder's ability to perform under the contract. The District has the option of requesting from the bidder any additional information deemed necessary to determine the bidder's ability. If such information is requested, the bidder will be notified and will be permitted approximately five (5) working days to submit the information.

### **E. SCORING METHODOLOGY**

All bids will be evaluated on four major factors:

1. Price
2. Delivery
3. Product Lines and Services Offered
4. Administrative Support

### **F. EVALUATION FACTORS AND ITEMS**

Each factor will be assigned a maximum number of points as follows:

#### Price

The pricing structure provided by the bidder will be evaluated as follows:

1. Pricing for items listed for bid Attachment "E". 50 points

2. Pricing discount off of manufacturers list prices.	25 points
3. Price Stability.	15 point
Total Points for this Factor	90 points

Delivery

Product Delivery options provided by the bidder will be evaluated as follows:

4. Store shopping and Will Call availability	10 points
5. Delivery within 48 hours to each location	25 points
6. No Charge for delivery	10 points
Total Points for this Factor	45 points

Summary of Factors and Scores

Prices	90 points
Delivery	45 points
<b>TOTAL POINT VALUE</b>	<b>135 points</b>

**BIDDERS RECEIVING 90 POINTS OR LESS WILL NOT BE CONSIDERED.**

**ATTACHMENT A**

**CONFIDENTIALITY AGREEMENT**

The undersigned, a duly authorized officer of \_\_\_\_\_,

does hereby represent, warrant and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: \_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
Authorized Officer

**ATTACHMENT B**

**CERTIFICATION OF NON-DISCRIMINATION  
TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH ITS BID**

Bidder hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BIDDER \_\_\_\_\_  
(Type or Print Complete Legal Name of Firm)

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ATTACHMENT C**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH ITS BID**

(Name) \_\_\_\_\_, being first duly sworn, disposes and says that he or she is (Title) \_\_\_\_\_ of (Company) \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham bid.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BIDDER \_\_\_\_\_  
(Type or Print Complete Legal Name of Firm)

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Attachment D**

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this            day of            by and between

hereinafter referred to as the Contractor, and the

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
770 Wilshire Boulevard  
Los Angeles, California 90017  
(213) 891-2421

hereinafter referred to as the District.

**W I T N E S S E T H:**

WHEREAS, the District is authorized to contract with vendors to obtain Bulk Pool Chemicals, Supplies and Equipment Products for use in conducting operating activities and educational programs of the Los Angeles Community College District.

WHEREAS, \_\_\_\_\_ was the successful bidder on Bid No. 09-11 and agrees to supply products as identified in the bid and the product catalog of \_\_\_\_\_.

NOW, THEREFORE, the parties agree as follows:

1. **TERMS:** The period of this agreement shall be for three-years (3) from November 5, 2009 to November 4, 2012.
2. **PRODUCTS:** The Contractor shall provide the following bulk pool chemicals, supplies and equipment products:

**BULK POOL CHEMICALS, SUPPLIES AND EQUIPMENT PRODUCTS**

**AS IDENTIFIED IN BID NO. # 09-11**

Products are to be provided in accordance with the Contract Conditions attached hereunder and provided to the bidder when evaluating the bid response.

3. **PAYMENT:** Payment will be made by the District to the Vendor as specified in the Contract Conditions, attached hereunder.

Each invoice shall show the total amount payable, an itemized list of products furnished, the contract number, the order form number and the name of the contractor. The invoice shall match the types, quantities and prices as identified by the contractor's bid incorporated as part of this agreement.

Payment will be made for all invoices that match Release Order amounts. All payments are subject to audit and any payment made is contingent upon the invoice amount and Release Order amount being in agreement with the contracted pricing.

4. INDEPENDENT CONTRACTOR: While performing products hereunder, the Contractor is an independent contractor and not an officer, agent or employee of the District.
5. NON-LIABILITY OF DISTRICT: The District shall not be liable to the Contractor for personal injury or property damage sustained in the performance of this contract, however caused.
6. DISCONTINUANCE OF SERVICE: The District reserves the right to discontinue service of all or any portion of the contract for any reason the District deems necessary with a thirty (30) days prior written notice.
7. DEFAULT BY CONTRACTOR: If the Contractor at any time during the period of the contract, fails to perform satisfactory service called for under the contract the District may, without notice, or demand, cancel the contract in its entirety or in part; and may, whether or not the contract is canceled in whole or in part; procure products elsewhere without notice to the Contractor.
8. CONTRACT CONDITIONS: Performance under this agreement is to comply with the Contract Conditions attached hereto previously provided to the Contractor during **Bid No. 09-11.**
9. INDEMNIFICATION: The Contractor shall hold harmless, defend, and indemnify the District, its Board of Trustees, officers, employees, and representatives from and against all liability, claims, loss, cost and obligations on account of, or arising from, the acts or omissions of the Contractor in the performance of the services specified herein.
10. NON-DISCRIMINATION: The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.
11. ASSIGNMENT: Neither party shall assign this agreement or any part thereof without the written consent of the other party.
12. TERMINATION: This agreement may be terminated by either party upon 30 days' prior written notice of termination to the other party.
13. INCORPORATION OF RESPONSE TO REQUEST FOR PROPOSALS: The contractor's response request to Request for Proposals (Bid No. 09-11) is incorporated into this agreement. In case of any conflict between the general and special contract provisions and the contractor's response to the Request for Proposals, the District's terms and conditions shall be followed.

14. CONTRACT DOCUMENTS

The complete contract between the Contractor and the District includes the following documents as applicable: the advertisement for bids, the bid conditions, the specifications, the special contract conditions, the general contract conditions, the Contractor's bid and its acceptance by the District, the contract, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set forth therein.

15. SCOPE OF SERVICE

The Contractor shall furnish products as listed in its catalog and otherwise made available to the District. Any item offered by the bidder may be purchased under this agreement. This agreement is a Districtwide agreement. Any college desiring to obtain products under this agreement may do so. Colleges are not required to participate in this agreement.

16. DELIVERY

Delivery of products and supplies is to be made at locations specified by the Vice President of Administrative Services for each college listed below.

The Contractor is responsible for ensuring a receiving certification is obtained from an authorized individual as designated by a College Vice President of Administration. Failure by the contractor to obtain the receiving certification upon delivery will be considered as breach of contract and at the discretion of the District may result in termination of the contract. The District will refuse payment to the contractor for goods that are not received by the college's designated representatives.

17. PROCUREMENT OF SERVICES/SUPPLIES

Order forms will be used to place orders via FAX, through the United States Mail, or hand delivery to the contractor's sales representative. **(do not accept verbal orders please)** The contractor is to designate a sales representative to service this account. The contractor may designate several representatives if multiple District locations obtain products under this agreement. At the calendar end of each month, the contractor will provide a summarized list of all orders placed under this agreement. Each college participating in this agreement will designate a person who will work with the contractor to reconcile orders placed.

The order form must be signed by the receiving agent at each college or the District Office. The Vice President of Administration may designate order placement authority to another individual. If such a designation is made, the contractor will be provided with a letter identifying the individual authorized to place orders.

The Contractor agrees to provide information about chemicals, supplies and products to each College location. The contractor also agrees to accept orders only from the individuals designated under this agreement. The contractor is prohibited from accepting verbal orders from any College location for any item offered under this agreement.

The District is not required to obtain all bulk pool chemicals, supplies and equipment products from the contractor. This agreement is not intended to be an exclusive agreement whereby the contractor is to receive all product orders. The District does not guarantee a minimum purchase volume under this agreement. To meet the continuous demand for Pool Chemicals, Supplies and Equipment Products, the District will issue one or more contracts to provide products to fill the demands of the District.

18. PAYMENT

Payment shall be based on submission of invoices, in duplicate, to the Business Office of each college placing an order. Invoices for the Educational Services Center will be sent to Accounts Payable, 5<sup>th</sup> Floor, 770 Wilshire Blvd., L.A., CA. 90017. Invoices for purchases at the colleges are not to be sent to the Educational Services Center.

Each invoice shall show the total amount payable, the itemized list of supplies furnished, the contract number, the Release Order number, and the legal name and complete current address of the contractor. **The invoice shall match the types and quantities shown on the respective Release Order.**

Invoices shall be approved for payment by the duly authorized person at the District's Administrative Office, or the Vice President of Administrative Services or designee at the relevant college. Approval of the invoices by the College's Vice President of Administrative Services or authorized persons at the District's Administrative Office constitutes agreement to payment of prices identified on the invoice.

Payment by the District of any invoice shall constitute full and final payment for supplies provided for the order covered by such invoice, unless the contractor files a claim for error or omission within ninety (90) days of the date of invoice.

Any payment problems experienced by the contractor are to be immediately identified to the Director of Business Services, 6th Floor, 770 Wilshire Boulevard, CA 90017. Telephone (213) 891-2400.

Payment under this agreement shall be made only after the contractor's invoice monthly list of orders has been certified and receiving certifications have been obtained. The contractor will not be paid until these two conditions have been met. The invoice must agree with the Release Order. Upon matching of the invoice and Release Order the District agrees to pay the invoice amount subject to audit. After payment the District will compare invoice prices to the contract pricing and seek reimbursement if appropriate.

19. PRICE RESPONSIBILITY

The contractor shall honor the prices provided in the bid response subject to price adjustments provided in the response to the Invitation for Bids. The contractor agrees to provide products at the prices indicated in the bid. The contractor may provide updated product catalogs during the period of this contract. Price increases will be allowed as identified in the response to the Invitation for Bids. In the event a large purchase is anticipated, the contractor may be asked to submit a bid on specific quantities of goods. Any purchases made as a result of those bids will be processed under this agreement with all applicable terms and condition applying to the order.

20. BACK ORDERS

Partial shipments of an order may be made. However, the contractor is to notify the District when an item is out of stock prior to the shipment of the balance of the order. Once the contractor receives the item, the order may be completed.

21. PRODUCT QUALITY AND SUBSTITUTION

All products shall conform to provisions set forth in federal, state, county and city laws for their production. Failure to supply product(s) of the quality under the contract shall be considered a breach of the contract on the part of the contractor.

22. TAXES

The District shall pay applicable sales taxes, which shall be separately identified on each of the contractor's invoices to the District. Federal excise tax is not applicable as college districts are exempt therefrom. The District shall furnish, upon request, such tax exemption certificates as may be required.

23. GOVERNING LAW

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. The exclusive jurisdiction for any legal proceeding regarding this agreement shall be the courts of the State of California, and the parties hereto expressly submit to the jurisdiction of said courts.

24. COMPLIANCE WITH LEGAL REQUIREMENTS

The contractor shall at all times comply with all ordinances, laws, and regulations affecting services provided under this agreement. All permits, licenses, variances, or approvals which may be necessary for the Contractor to fulfill its obligations under this agreement shall be obtained by the Contractor at its sole cost and expenses.

25. SEVERABILITY AND APPLICABLE LAW

Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this agreement shall be held invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this agreement, unless such invalidity would defeat the purpose of this agreement or the intent of the parties.

26. TERMINATION

This Agreement may be terminated by either party with or without cause upon 30 days' prior written notice of termination to the other party.

WITNESS the parties hereto the day and year first above written.

- CONTRACTOR -

- DISTRICT -

**TO BE DETERMINED**

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
By THE BOARD OF TRUSTEES OF THE  
LOS ANGELES COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
(Signature)  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
James B. Watson  
Contracts & Purchasing Manager

**ATTACHMENT 'D'**

**DELIVERY LOCATIONS**

**OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT**

The Los Angeles Community College District consists of the following nine (9) colleges and the Educational Services Center.

EAST LOS ANGELES COLLEGE  
Receiving Department  
2121 Collegian Avenue  
Monterey Park, CA 91754  
(323) 265-8735

LOS ANGELES SOUTHWEST COLLEGE  
Receiving Department  
1600 West Imperial Highway  
Los Angeles, CA 90047  
(323) 241-5309

LOS ANGELES CITY COLLEGE  
Receiving Department  
741 North Berendo Street  
Los Angeles, CA 90029  
(323) 953-4000 # 2495

LOS ANGELES TRADE-TECHNICAL COLLEGE  
Receiving Department  
321 West 21<sup>st</sup> Street  
Los Angeles, CA 90007  
(213) 744-9412

LOS ANGELES HARBOR COLLEGE  
Receiving Department  
1111 Figueroa Place  
Wilmington, CA 90744  
(310) 522-8338

LOS ANGELES VALLEY COLLEGE  
Receiving Department  
5701 Ethel Avenue  
Van Nuys, CA 91401  
(818) 947-2300

LOS ANGELES MISSION COLLEGE  
Receiving Department  
13356 Eldridge Avenue  
Sylmar, CA 91342  
(818) 364-7770

WEST LOS ANGELES COLLEGE  
Receiving Department  
4800 Freshman Drive  
Culver City, CA 90230  
(310) 287-4300

LOS ANGELES PIERCE COLLEGE  
Receiving Department  
6201 Winnetka Avenue  
Woodland Hills, CA 91371  
(818) 719-6441

EDUCATIONAL SERVICES CENTER  
Staff Services, 7<sup>th</sup> Floor  
770 Wilshire Boulevard  
Los Angeles, CA 90017  
(213) 891-2348

IS STORE SHOPPING AND/OR WILL CALL ORDERS OFFERED? \_\_\_\_\_ YES, \_\_\_\_\_ NO.

If yes, please attach a listing of store locations in reference to each of the above ten locations.

**ATTACHMENT "E"**

1. BULK LIQUID CHLORINE Price Per Gallon: \$ \_\_\_\_\_
  
2. BULK MURIATIC ACID (15% min.) Price Per Gallon: \$ \_\_\_\_\_
  
3. Sodium Bicarbonate (53 lb. container) Price Per : \$ \_\_\_\_\_
  
4. Calcium Chloride (56 lb container) Price Per: \$ \_\_\_\_\_
  
- 5: Delivery Charge per shipment: \$ \_\_\_\_\_
  
6. Other fee's charged for delivery of bulk chemicals: \$ \_\_\_\_\_  
(identify fee by name: \_\_\_\_\_)
  
7. Percentage off of other equipment & supplies that bidder \_\_\_\_\_%  
will supply under this agreement. If catalog available  
provide with bid response (just 1 copy).

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_