LOS ANGELES DEPARTMENT OF WATER AND POWER
SUPPLY CHAIN SERVICES

SIMPLIFIED PURCHASING PROGRAM (SPP) - VENDOR NOTICE ON RAMPLA

The Los Angeles Department of Water and Power (LADWP) has established the Simplified Purchasing Program (SPP) to streamline one-time spot purchases of goods and services valued up to $25,000.

The SPP is designed to provide vendors with clear requirements, consistent expectations, and faster bid opportunities while ensuring LADWP receives exactly what is requested by its internal customers.

SPP opportunities are advertised exclusively through LADWP's eRSP procurement system and are open only to SPP certified vendors.

Key SPP requirements include:

1. Quote the exact manufacturer brand and part number requested
2. No alternates, substitutions, or equal products permitted
3. Provide your most competitive pricing
4. Provide your most competitive delivery time after receipt of order (ARO)
5. Awards are made to the lowest responsive and responsible bidder
6. Pricing negotiations will not be conducted
7. LBPP requirements do not apply to SPP opportunities
8. Short Q&A period (24 hours following bid posting)
9. Short Protest period (24 hours following Final Recap posting)
10. No samples, job walks, Insurance Safety Network (ISN), nor testing requirements
11. 72-hour bid advertisement period
12. Only prequalified SPP vendors will receive SPP bid invitations.

Vendors must complete the SPP prequalification process, agree to the program requirements, and maintain active SPP certification to participate in SPP opportunities.

Please review the SPP Vendor Application that includes the SPP Program Governance requirements, eligibility criteria, and application instructions.

LADWP Supply Chain Services (SCS) appreciates your interest in participating in the Simplified Purchasing Program and looks forward to working with qualified vendors.

For questions regarding the SPP Program, please contact:

SCS1Purchasing@ladwp.com

SPP VENDOR APPLICATION FORM

DWP USE ONLY
VC#

Please type or print **SEE REVERSE SIDE FOR INSTRUCTIONS**

1) FIRM NAME (Exactly as it appears on your invoice)	(Please attach a copy of your invoice)	**1a**) BTRC/VRN
FIRM NAME (Full, legal or Corporate)		**1b**) FED. TAX I.D. NO.
CHECK ONE:		**1c**) RAMPLA I.D. NO.
___Division of: ___Subsidiary of:		

2) BID/MAILING ADDRESS INFORMATION	NUMBER	STREET		TELEPHONE NUMBER
	CITY	STATE	ZIP	FAX NUMBER
	PRIMARY CONTACT NAME			PRIMARY CONTACT NUMBER
	E-MAIL ADDRESS/WEBSITE ADDRESS			

3) BUSINESS LOCATION (If No. 2 is a PO Box)	NUMBER	STREET		
	CITY		STATE	ZIP
4) AGENT OR MANUFACTURER INFORMATION	C/O FIRM NAME		E-MAIL ADDRESS	
	NUMBER	STREET		
	CITY	STATE	ZIP	TELEPHONE NUMBER
5) REMITTANCE ADDRESS	NUMBER	STREET		
	CITY		STATE	ZIP

The undersigned Firm, or an authorized representative of the Firm, hereby acknowledges, represents, and certifies the following:

(ALL BOXES MUST BE CHECKMARKED. INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT REVIEW.)

- ☐ I understand that I must promptly notify LADWP of any changes to the information contained in this application. Failure to do so may result in the loss of SPP certification, bid opportunities, or other program privileges.
- ☐ I am the owner, officer, principal, or authorized representative of the Firm identified in this application and am duly authorized to legally bind the Firm to the representations, certifications, acknowledgments, and obligations contained herein.
- ☐ The information provided in this application and all supporting documentation is true, accurate, and complete to the best of my knowledge and belief.
- ☐ I have reviewed and unconditionally accepted all applicable LADWP Short Form Terms and Conditions listed under Section III, without modification, and agree that such terms and conditions shall govern any resulting solicitation, procurement, purchase order, contract, or other engagement issued under the Simplified Purchasing Program (SPP).
- ☐ I reviewed the required Contract Insurance Requirements identified in Section IV and understand that, where applicable, pre-approved insurance must be on file with LADWP Risk Management before the Firm may receive an award requiring insurance coverage.
- ☐ I reviewed and accepted the Simplified Purchasing Program (SPP) – Program Governance identified in Section V and agree that the Firm will comply with all applicable program requirements.
- ☐ I understand that submission of an SPP Vendor Application does not guarantee approval, certification, receipt of bid invitations, eligibility for award, or participation in SPP opportunities. LADWP reserves the right to approve, deny, suspend, revoke, condition, or terminate SPP certification or participation in its sole discretion.
- ☐ I understand that LADWP may modify, suspend, discontinue, or revise the Simplified Purchasing Program (SPP), including its requirements, procedures, eligibility criteria, participation standards, certification requirements, and related policies, at any time. Continued participation in the SPP may require compliance with revised program requirements.

Signature (Officer, Principal or Owner)	Title	Date

Please return SPP Vendor Application Form and Compliance Forms to:

DEPARTMENT OF WATER AND POWER
SUPPLY CHAIN SERVICES
SCS1PURCHASING@LADWP.COM

I. INSTRUCTIONS FOR COMPLETING THE SPP VENDOR APPLICATION FORM

1) **FIRM NAME** – Enter complete legal name(s) of owner(s) or corporate name entered on the Corporate Charter.

   a. **BTRC/VRN –** Enter your (Business) Tax Registration Certificate Number. Firm's current Tax Registration Certificate Number or Business Tax Exemption Number must be shown on all invoices submitted for payment. Failure to do so may delay payment. However, in some cases businesses are not required to pay a business tax, depending on the nature and location of that business. In those cases, the vendor is issued a Vendor Registration Number (VRN). For additional information regarding the applicability of the City Business Tax Registration, vendor shall contact the City Clerk's Office at (213) 978-1521.

   b. **FEDERAL TAX ID NUMBER –** For purposes of 1099 Reporting, the name and Tax ID may result in delay of payment and may subject you to 31% backup withholding to comply with Sec. 3406 of the Internal Revenue Code.

2) **BID/MAILING ADDRESS** – Enter where you want bids and correspondence mailed as well as the information of Primary Contact.

3) **BUSINESS LOCATION** – Enter your business street address, if mailing address is a P.O. Box address.

4) **C/O FIRM NAME** – If bids are to be mailed in "c/o (care of)" agent or manufacturer's representative, enter appropriate name and address.

5) **REMITTANCE ADDRESS** – Enter where you want payments mailed to, if different than bid/mailing address.

6) **DECLARATION** – Please sign and date.

7) **COMPLIANCE FORMS** – Complete and Sign

   a. **CSO**: Certification of Compliance with Child Support Obligations
   b. **W-9**: Request for Taxpayer Identification Number and Certification
   c. **VAF**: Vendor Authentication Form
   d. **BTRC**: Business Tax Registration Certificate
   e. **RCCF**: Recycled Content Certification Form (to be submitted at time of bid)

8) **SIGNED PRE-ACCEPTANCE OF LADWP's SHORT FORM TERMS AND CONDITIONS** – Review and Sign

   a. Materials, Equipment, and Rentals
   b. Services
   c. Memberships, Subscriptions, Sponsorships, and Advertisements

9) **PRE-APPROVED INSURANCE FILE WITH LADWP'S RISK MANAGEMENT** – See Insurance Requirements

10) **REGISTRATION IN ERSP AND RAMPLA**

II. COMPLIANCE FORMS

COMPLIANCE FORMS – Complete, sign, and return the attached forms.

a. **CSO**: Certification of Compliance with Child Support Obligations
b. **W-9**: Request for Taxpayer Identification Number and Certification
c. **VAF**: Vendor Authentication Form
d. **BTRC**: Vendor Registration Packet for a Business Tax Registration Certificate
e. **RCCF**: Recycled Content Certification Form (to be submitted at time of bid)

City of Los Angeles
Department of Water and Power

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The Undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wages and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. "Principal owner" means any person who owns an interest of 10 percent or more of the business or of a subcontractor assigned to City work. If there are no principal owners, please so indicate with an X here: _____(no principal owners)

4. Certify that the business will maintain compliance with Child Support Obligations Ordinance provisions.

I declare under penalty of perjury that the foregoing is true and was executed at:

_____
City/County/State

_____
Date

☐ **Please check if company has already submitted to DWP certification relative to Child Support Obligations Ordinance.**

_____
Name of Business Address

_____
Signature of Authorized Officer or Representative Print Name

_____
Title Telephone Number

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NOTICE: Responses to this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP)

VENDOR AUTHENTICATION FORM

INSTRUCTIONS: In responding, neither this form nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this form guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this form, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the provided Attachments. Submit the completed form and all attachments to LADWP. Retain a copy of this completed form for future reference. Contractors must submit updated information to the LADWP if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted within 30 days of the change(s).

A. INFORMATION

_____

Bid Number and Project Title

_____

Bidder/Proposer Business Name | Contractor's License Number

_____

Street Address | City | State | Zip

_____

Contact Person, Title | Phone | Fax

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this form and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in this form is true and accurate to the best of my knowledge and belief.

The form being submitted is: *(check one)*

☐ An initial submission of a completed form.

☐ An update of a prior form dated _____/_____/_____. A copy of the prior form **and** newly updated information are attached.

☐ No change. There has been no change to any of the responses since the last form dated ____/_____/____ was submitted. A copy of the last form is attached.

_____

Print Name, Title | **Signature** | **Date**

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: _____/_____/_____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

□ Check the box only if your firm is a publicly traded corporation.

_____ _____

_____ _____

☐ **Limited Liability Company:** Date of formation: _____/_____/_____ State of formation: _____

List all owners, partners, officers and principals in your firm. Use **Attachment A** if more space is needed.

_____ _____

_____ _____

☐ **Partnership:** Date formed: _____/_____/_____ State of formation: _____

List all owners, partners, officers and principals in your firm. Use **Attachment A** if more space is needed.

_____ _____

_____ _____

☐ **Sole Proprietorship:** Date started: _____/_____/_____

List any firm(s) that you have been associated with as an owner, partner, officer or principal for the last five years. Use **Attachment A** if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

_____ _____

_____ _____

☐ **Joint Venture:** Date formed: _____/_____/_____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use **Attachment A** if more space is needed. **Each member of the Joint Venture must complete a separate form for the Joint Venture's submission to be considered as responsive to the invitation.**

_____ _____

_____ _____

C. OWNERSHIP AND NAME CHANGES

1. Have any of the firm's owners, partners, officers or principals operated a similar business in the past five years?

☐ **Yes** ☐ **No**

If **Yes**, list on **Attachment A** the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner officer or principal of your firm holds a similar position in another firm.

2. Has the firm changed names in the past five years?

☐ **Yes** ☐ **No**

If **Yes**, list on **Attachment A** all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

3. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ **Yes** ☐ **No**

If **Yes**, explain on **Attachment B** the circumstances surrounding each instance.

4. Is your company in the process of, or in negotiations toward, being sold?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances on **Attachment B.**

5. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

☐ **Yes** ☐ **No**

If **Yes**, explain on **Attachment B** the circumstances surrounding each instance.

E. PERFORMANCE HISTORY

6. How many years has your firm been in business? _____ Years.

7. List on **Attachment B** all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

8. In the past five years, has your firm or any of its owners, partners, officers or principals ever had a contract, whether with a governmental entity or with a private individual or entity, terminated prior to completion of the contract?

☐ **Yes** ☐ **No**

If **Yes**, explain on **Attachment B** the circumstances surrounding each instance.

9. In the past five years, has your firm or any of its owners, partners, officers or principals been denied an award of a contract based on a finding by a governmental entity that your company was not a responsible bidder or contractor?

☐ **Yes** ☐ **No**

If **Yes**, explain on **Attachment B** the circumstances surrounding each instance.

F. DISPUTES

10. In the past five years, has your firm been a defendant in any employment-related litigation brought by an employee, which has been adjudicated in favor of the employee(s)?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance on **Attachment B**. <u>You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case</u>.

11. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ **Yes** ☐ **No**

If **Yes**, explain on **Attachment B** the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

12. In the past five years, has your firm or any of its owners, partners, officers or principals been cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on **Attachment C**. For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ **Yes** ☐ **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

13. In the past five years, has your firm, any of its owners, partners, officers or principals, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ **Yes** ☐ **No**

If **Yes**, explain on **Attachment B** the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

14. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "your firm" includes any owners, partners, officers or principals in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. <u>If you check **Yes** to any of the three questions below, explain on **Attachment B** the circumstances surrounding each instance.</u>

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ **Yes** ☐ **No**

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ **Yes** ☐ **No**

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ **Yes** ☐ **No**

15. In the past five years, has your firm or any of its owners been convicted of a crime or been found liable in a civil suit involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury or bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ **Yes** ☐ **No**

If **Yes**, explain on **Attachment B** the circumstances surrounding each instance.

16. In the past five years, has your firm or any of its owners, partners, officers or principals agreed to a voluntary debarment or secession of bidding with a public agency?

☐ **Yes** ☐ **No**

If **Yes**, explain on **Attachment B** the circumstances surrounding each instance.

17. In the past five years, has your firm or any of its owners, partners, officers or principals been affiliated with a firm that has agreed to a voluntary debarment or secession of bidding with a public agency?

☐ **Yes** ☐ **No**

If **Yes**, explain on **Attachment B** the circumstances surrounding each instance.

18. In the past five years, has your firm or any of its owners, partners, officers or principals been affiliated with a firm that has been debarred by a public agency?

☐ **Yes** ☐ **No**

If **Yes**, explain on **Attachment B** the circumstances surrounding each instance.

ATTACHMENT A: (FOR SECTIONS A THROUGH C)

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Indicate the question for which you are submitting additional information.

Page _____

ATTACHMENT B: (FOR SECTIONS D THROUGH H)

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Indicate the question for which you are submitting additional information.

Page _____

ATTACHMENT C: (GOVERNMENTAL ENTITIES FOR SECTION G, QUESTION NO. 12)

Check **Yes** in response to Question No. 12 if your firm or any of its owners, partners or officers, have ever been cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on **Attachment B** of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

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

California's Department of Justice

LOCAL ENTITIES

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

OFFICE OF FINANCE
200 N. SPRING ST., ROOM 101
LOS ANGELES CA 90012-5701

PHONE: (844) 663-4411
FAX: (213) 978-1548
EMAIL: Finance.CustomerService@lacity.org

VENDOR REGISTRATION PACKET

STEP 1: READ THIS

Complete this form if you do not already have an active Business Tax Registration Certificate with the City of Los Angeles.

In order to do business with and receive payments from the City of Los Angeles, potential suppliers of goods and services must provide the City Controller's Office with a registration account number issued by the Office of Finance.

In order to obtain the required registration number, please complete and return the enclosed application. Applications are reviewed by Office of Finance personnel and the appropriate registration number will be issued. An annual business tax is due upon issuance of a Tax Registration Number (TRN). All Vendor Registration Numbers (VRN) will be reviewed on an annual basis.

STEP 2: COMPLETE CHECKLIST

Indicate Business Activity (Select all that apply):

☐ SELLING GOODS, WARES, OR MERCHANDISE AT WHOLESALE OR RETAIL	☐ TRUCKING OR HAULING
☐ CONTRACTOR	☐ TRANSPORTING PERSONS FOR HIRE
☐ PROFESSIONAL OR OCCUPATIONAL/MISCELLANEOUS SERVICES	☐ LEASING OR RENTING TANGIBLE PERSONAL PROPERTY
☐ LEASING OR RENTING COMMERCIAL PROPERTY	☐ LEASING OR RENTING HOTEL ROOMS, APARTMENTS, OR RESIDENTIAL UNITS

STEP 3: COMPLETE THE FOLLOWING APPLICATION AND SUBMIT TO THE ADDRESS, FAX OR EMAIL ADDRESS AT THE TOP OF THIS FORM

If you have questions regarding Vendor Registration,
please contact the **Special Desk Unit** at (844) 663-4411.

OFFICE OF FINANCE
200 N. SPRING ST., ROOM 101
LOS ANGELES CA 90012-5701

PHONE: (844) 663-4411
FAX: (213) 978-1548
EMAIL: Finance.CustomerService@lacity.org

VENDOR REGISTRATION FORM

*INDICATES A REQUIRED FIELD - to avoid delays, please complete all required fields.

_____

*LEGAL NAME OF BUSINESS OWNER - The Individual, Partnership, Corp, or LLC that owns the business

_____

*BUSINESS NAME - The Doing Business As ("DBA") name for conducting business

*SSN _____ **OR** *FEIN _____
Social Security Number Federal Employer Identification Number

*BUSINESS ADDRESS (Do not use postal or mailing box here):

_____

☐House ☐ Office Street# Street Name Unit# City State Zip

MAILING ADDRESS

_____

☐House ☐ Office Street# Street Name Unit# City State Zip

C/O : _____ BUSINESS NAME/DBA _____

*DETAILED DESCRIPTION OF BUSINESS:

_____

_____

QUESTIONNAIRE

*What date will you begin working with a department of the City of Los Angeles or physically start within the City of Los Angeles?

_____

*Through physical presence, will you or your employees perform work or render services within the City of Los Angeles for seven (7) or more days per calendar year? ☐Yes ☐ No

*Have you <u>ever</u> had a Business Tax Registration Certificate with the City of Los Angeles? ☐Yes ☐ No

*Do you currently have a Business Tax Registration Certificate with the City of Los Angeles? ☐Yes ☐ No

If yes, please enter the account number found on your certificate: _____
(Account numbers are generally in this format: 0000000000-0000-0)

*SIGNATURE _____ Date: _____

*EMAIL ADDRESS: _____ PHONE NUMBER: _____

Return completed form to the address, fax or email address at the top of this form.

Return completed form via email to: **RecycledContentForm@ladwp.com**

CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER

RECYCLED-CONTENT CERTIFICATION FORM

(In Accordance with Bid Writing System-Code RR1)

BID/IFB NO. _____ COMMODITY _____ VENDOR CODE NUMBER_____

DOES YOUR BID CONTAIN RECYCLED MATERIAL (Please Check a Box)? YES ☐ NO ☐ If yes, please complete form and sign below.
If no, please sign below.

Bid Item Number	Item Description	Total Recycled Content	Post-Consumer Recycled Content *	Pre-Consumer or Secondary Recycled Content**	Nature of Goods and Services Provided	Manufacturer of Goods to be Provided
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		
		%	%	%		

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND THAT THE FOREGOING WAS EXECUTED AT

ON

City/State/Country Date Name of Company

Address (City, State, Zip Code) Telephone Fax Number

Signature of Authorized Officer or Representative Print Name

*Material that would normally be disposed of as a solid waste having completed its life cycle as a consumer item.
**A virgin resource converted into a commodity of real economic value and which includes postconsumer waste, but does not include fibrous waste generated during the manufacturing process, such as fibers recovered from wastewater or trimmings of paper machine rolls (mill broke), wood slabs, chips, sawdust or other wood residue.
NOTE: The Department of Water and Power defines a recycled product as a product containing a minimum of 10% postconsumer content, as measured by weight, number, etc. whichever is most appropriate.

III. ACCEPTANCE OF LADWP SHORT FORM TERMS AND CONDITIONS

The undersigned Firm hereby acknowledges, represents, and warrants that Firm has thoroughly reviewed the Los Angeles Department of Water and Power (LADWP) Short Form Terms and Conditions attached and listed herein:

a. Materials, Equipment, and Rentals
b. Services
c. Memberships, Subscriptions, Sponsorships, and Advertisements

LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP)

SHORT FORM TERMS AND CONDITIONS (MATERIALS, EQUIPMENT, AND RENTALS)
READ CAREFULLY

1. **ADDITIONAL TERMS:** Additional or different terms from those set forth by the Los Angeles Department of Water and Power (LADWP) are not compatible with governmental competitive bidding. LADWP objects to such additional or different terms, and unless expressly incorporated in LADWP's documents, such terms shall not be part of any contract.

2. **INVOICES AND PAYMENTS:** The contractor shall submit an itemized invoice, including supporting documentation for all costs and expenses in a format acceptable to LADWP, following any month during which services were performed stating therein services performed and expenses incurred, in hardcopy to:

   Accounts Payable Section
   Department of Water and Power
   City of Los Angeles, PO Box 51211, Room 424
   Los Angeles, CA 90051-5511

   Each invoice shall show LADWP contact name and telephone number, the contract/purchase order number, the sub-purchase order (SPO) number (if applicable), the vendor code number, the City of Los Angeles Business Tax Registration Certificate Number, and the identification of material, equipment, subscriptions, memberships, sponsorships, advertisements and/or services covered by the invoices. In all cases the amount of applicable sales tax or use tax shall be separately stated on the invoice.

   The following certification statement shall be signed by the contractor:

   > "I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this contract."

   Each invoice shall include approval signature blocks for LADWP project manager and LADWP authorized representative(s).

   No progress, prepayment or down payments are allowable under any bid or solicitation, unless expressly stated by LADWP within the bid or specification document. Contractor's failure to submit accurate and all required information shall result in LADWP's rejection of the invoice and non-payment.

   The contractor shall include applicable sales or use taxes on every invoice. Contractor will be responsible for adding the correct amount of tax on the invoice, collecting such taxes from LADWP, and remitting it to the state in which it is owed regardless of where the contractor is located based on the delivery location. Where LADWP identifies that an invoice does not include the applicable taxes, LADWP will return the invoice to the contractor for correction and resubmission before approval and payment.

3. **PACKING SLIPS:** Each packing slip shall show the contract/purchase order number, the SPO number (if applicable), and LADWP contact name and telephone number.

4. **WARRANTIES:** The contractor warrants that all Work (defined as the provision of labor and materials to provide, perform, and/or carry out the contractor's obligations and duties under the contract) shall be in accordance with this contract, shall comply with the design requirements and/or contract standard of performance and shall be free of defects in workmanship and materials for a period of one year, or as stated in the specification, from final acceptance of the Work. In the event of breach of this warranty, the contractor shall take the necessary actions to correct in the most expeditious manner as permitted by existing circumstances. If the contractor does not promptly take steps to correct the breach upon notification there by LADWP, LADWP, without waiving any other rights or remedies it may have at law or otherwise, may do so or cause others to do so, and contractor shall promptly reimburse LADWP for all expenses and costs incurred in connection therewith.

5. **INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS:**

   A. Contractor will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter) against LADWP, its officers, directors, agents, employees, or affiliates for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trademarks, service marks, and other proprietary information or rights (collectively "Intellectual Property rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the contractor in the construction of the Work under this contract; or (2) as a result of LADWP's actual or intended use under the specifications contained herein by LADWP of any product furnished by contractor. Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Contractor shall also indemnify LADWP against any loss, cost, expense, liability, and damages finally awarded against LADWP or settlement as a consequence of such Action.

   B. Contractor, however, shall have no liability to LADWP herein with respect to any claim of infringement, which is based upon the combination or utilization of the contractor's product with machines or devices not reasonably anticipated hereunder; or based upon an unintended modification by LADWP of the product furnished hereunder.

   C. In contractor's defense of LADWP, negotiation, compromise, and settlement of any such Infringement Action, LADWP shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

   D. In addition, if any part of the product (a) becomes the subject of an Action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, contractor shall, with LADWP's consent, do one of the following immediately. Contractor shall at its expense either: i) procure for LADWP the right to continue using said part of the product; ii) replace the product with a functionally equivalent, non-infringing product; OR iii) modify the product so it becomes non-infringing.

      Exercise of any of the above-mentioned options shall not cause undue business interruption to LADWP or diminish the intended benefits and use of the product by LADWP under the specifications herein. If contractor proves to LADWP's satisfaction that none of option (i), (ii), and (iii) is commercially feasible, contractor shall instead refund the full purchase price of the product.

   E. Rights and remedies available to LADWP hereinabove shall survive the expiration or other termination of this agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This section shall survive the expiration or other termination of this contract.

6. **INDEMNIFICATION:** The contractor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of the Department, defend the Department, and any and all of their Boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including contractor's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the contractor, or the contractor's officers, agents, employees, or subcontractors of any tier, except for the sole negligence or willful misconduct of the Department, its Board, officers, agents, representatives or employees.

7. **LABOR:** Where labor is to be performed in the execution of the contract, the contractor shall comply with all applicable labor laws of the State in which the Work is to be done.

8. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and does not act as LADWP's agent in any capacity, whatsoever. Contractor is not entitled to any benefits LADWP provides to LADWP employees, including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the contractor's provision of Work and not the means, methods, or scheduling. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under this Agreement. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as LADWP's responsibility.

9. **APPLICABLE LAW, INTERPRETATION, ENFORCEMENT, AND SEVERABILITY:** Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Agreement shall be enforced and interpreted

under the laws of the State of California and the City of Los Angeles with venue for any litigation in Los Angeles, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

10. **ATTORNEY FEES AND COSTS:** The Parties agree that in any action to enforce the terms of this Agreement each Party shall be responsible for its own attorney fees and costs.

11. **LADWP FURNISHED:** LADWP reserves the right and option of furnishing any or all items for which it would otherwise be required by the contract to reimburse the contractor. LADWP will not be liable to the contractor for any items of service or expense not specifically provided for in the contract.

12. **CANCELLATION:** LADWP upon 30 days written notice may cancel this contract. The Director of Supply Chain Services will give said notice. Upon receipt of such notice, the contractor shall immediately stop all Work in process under this contract. In the event LADWP delivers such written notice and thereby cancels further performance, the contractor shall be entitled to payment for all services performed to date of cancellation and shall be compensated at the established rates for all Work required to organize and deliver all material developed in the course of the Work to date of termination.

13. **DEFAULT BY CONTRACTOR:** In case of breach or termination, LADWP reserves the right to procure the items or services from other sources and hold the contractor responsible for any excess costs and all other damages occasioned to LADWP thereby.

14. **RECYCLING:** LADWP supports the use of recycled-content products of all types. Recycled-content products help conserve natural resources, including water and energy, and reduce demands upon landfills.

    The contractor shall submit all written documents on paper with a minimum of 30 percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to LADWP.

15. **OWNERSHIP OF DATA:** Upon completion of all Work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in LADWP and no further agreement will be necessary to transfer ownership to LADWP. Copies made for the contractor's records shall not be furnished to others without written authorization from LADWP.

16. **RETENTION OF RECORDS, AUDIT, AND REPORTS (REVISEDOCTOBER 16, 2007)**

    The contractor shall maintain, and shall cause the contractor's subcontractors and suppliers as applicable to maintain, all records pertaining to the management of this contract and related subcontracts, and performance of services pursuant to this contract, in their original form, including but not limited to: reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this contract. If the contractor, the contractor's subcontractors and/or suppliers are required to submit cost or pricing data in connection with this contract, the contractor must maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after "Authorized Auditors"), for a period of not less than four (4) years following final payment made by LADWP hereunder or the expiration date of this contract, whichever is later.

    The contractor shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at the contractor's offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the contractor on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The contractor shall not, however, be required to furnish the Authorized Auditors with commonly available software.

    The contractor, and the contractor's subcontractors and suppliers, as applicable to the services provided under this contract, shall be subject at any time to fourteen (14) calendar days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all contract requirements relative to practices, methods, procedures, performance, compensation, and documentation. Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For contractors that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

    To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

    Consistent with standard auditing procedures, the contractor will be provided fifteen (15) calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization and public release.

    If the Authorized Auditor's examination or audit indicates the contractor has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the contractor to LADWP within fifteen (15) calendar days of notice to the contractor of the identified overpayment.

    The contractor shall contractually require all subcontractors performing services under this contract to comply with the provisions of this section by inserting this provision in each subcontractor contract and by contractually requiring each subcontractor to insert this provision in any of its subcontractor contracts related to services under this contract. In addition, contractor and subcontractors shall also include the following language in each subcontractor contract:

    > "LADWP is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third party beneficiary of the audit provision shall not confer any rights or privileges on the contractor, subcontractor or any other person/entity."

    The provisions of this section shall survive expiration or termination of this contract.

    A. AUDIT COST RECOVERY: If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision for LADWP reveals that LADWP overpayment to the contractor is more than five percent of the billings reviewed, the contractor shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the contractor to LADWP within fifteen (15) calendar days of notice to the contractor of the costs and expenses.

17. **PUBLIC RECORDS:** All documents submitted in response to the proposals will become a matter of public record and shall be thereupon considered public records. If a bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, the bidder represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act, *California Government Code* §§ 6250, et. seq. A bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise**,** may render the proposal nonresponsive and will be rejected. LADWP will not provide advice as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary."

    LADWP is not liable or responsible for the disclosure of records marked "Trade Secret," "Confidential" or "Proprietary," including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of LADWP or its Board, officers, representatives, assigns, successors, employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any bidder or member of the public shall be afforded access for inspection or copying of such proposals, by

request made to LADWP in compliance with the California Public Records Act.

The bidder shall agree to reimburse LADWP for, and to indemnify, defend and hold harmless LADWP, its Board, officers, representatives, assigns, successors, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, causes of action, demands, fines, penalties, costs and expenses including without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to LADWP's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

Additionally, LADWP may request that the bidder directly defend any action for disclosure of any information marked "Trade Secret," "Confidential," "Proprietary," or otherwise.

18. **PARKING:** Parking is not available/provided to contractors at the John Ferraro Building at 111 N. Hope Street, Los Angeles, CA. LADWP will not reimburse parking receipts.

19. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT PRACTICES:** During the performance of any contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, sex, age, or physical handicap. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision. In addition, during the performance of any contract estimated at $1,000 or more, the contractor shall comply with Los Angeles Administrative Code Section 10.8.3 Equal Employment Practices Provisions.

20. **AFFIRMATIVE ACTION PROGRAM:** During the performance of any non-construction contract estimated at $25,000 or more, the contractor shall comply with the requirements of the Los Angeles Administrative Code Section 10.8.4 Affirmative Action Program provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program provisions, the contractor shall agree to adhere to the provisions for the duration of the contract.

21. **CHILD SUPPORT OBLIGATIONS POLICY:** In accordance with the City of Los Angeles Ordinance No. 172401, LADWP requires all contractors and subcontractors performing Work for LADWP to comply with all reporting requirements and wage earning assignments relative to court ordered child support.

All bidders are required to complete, sign, and attach LADWP's "Certification of Compliance with Child Support Obligations" (1 page) affidavit.

22. **SWEAT-FREE PROCUREMENT ORDINANCE:** This Agreement is subject to the Sweat-free Procurement Ordinance, Section 10.43, et seq. of the Los Angeles Administrative Code, as amended from time to time, unless otherwise exempt in accordance with its provisions. The Ordinance requires the contractor to sign under oath and comply with the City's Contractor Code of Conduct, thereby promising the following:

    A. Contractor shall comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace discrimination.

    B. Contractor shall comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.

    C. Contractor shall take good faith measures to ensure, to the best of contractor's knowledge that contractor's subcontractors also comply with the City's Contractor Code of Conduct.

    D. Contractor shall pay a procurement living wage to employees working on contracts for garments, uniforms, foot apparel, and related accessories, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,090 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage shall be comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power Index.

The bidder shall complete, sign, and attach the City of Los Angeles "Contractor Code of Conduct" (1 page) affidavit.

23. **CONTRACTOR RESPONSIBILITY ORDINANCE: (applies to contracts that are greater than $25,000 and three months in duration):** City of Los Angeles Administrative Code Section 10.40 et seq. provides that every Request for Quotation (RFQ), Invitation for Bid (IFB), or Request for Proposal (RFP) is subject to the provisions of the Contractor Responsibility Ordinance (CRO), unless exempt pursuant to the provisions of the Code. If the code is applicable to the solicitation, all bidders must complete and return, with their RFQ, IFB, or RFP the responsibility questionnaire included in this solicitation. Failure to return the completed questionnaire shall result in the bidder being deemed non-responsive. Pursuant to the Code, by executing a contract with the City, the supplier pledges, under penalty of perjury, to comply with all applicable Federal, State and local laws in performance of the contract, including, but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Code also requires that if a contract is awarded pursuant to this procurement, the supplier must update responses to the questionnaire within thirty calendar days after any changes to the responses previously provided, if such change would affect contractor's fitness and ability to continue performing the contract. Violations of the Contractor Responsibility Ordinance shall constitute a material breach of this Agreement and entitle the LADWP to terminate this Agreement and otherwise pursue legal remedies that may be available.

    The supplier further agrees to:

    A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the supplier is not in compliance with all applicable Federal, State and local laws in performance of this contract;

    B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the supplier has violated the provisions of Section 10.40.3 (a) of the Code;

    C. Ensure that its subcontractor(s) working on the supplier contract submit a Pledge of Compliance to awarding authorities; and

    D. Ensure that its subcontractor(s), working on supplier's City contract comply with the requirements of the Pledge of Compliance and the requirement to notify LADWP within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor(s) has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

24. **EQUAL BENEFITS ORDINANCE: (applies to annual contracts greater than $25,000):** Where applicable, bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The bidder shall complete, sign, and attach the "Equal Benefits Ordinance Compliance Affidavit" (2 pages). The Equal Benefits Ordinance Affidavit shall be effective for a period of twelvemonths from the date it is first approved. Bidders do not need to submit supporting documentation with their bids. However, LADWP may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit. Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at http://bca.lacity.org.

    Mandatory contract provisions pertaining to equal benefits, unless otherwise exempted:

    A. During the performance of the contract, the contractor certifies and represents that the contractor will comply with the Equal Benefits Ordinance.

    B. The failure of the contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the contract by the awarding authority.

    C. If the contractor fails to comply with the Equal Benefits Ordinance, the awarding authority may cancel, terminate or suspend the contract, in whole or in part, and all monies due or to become due under the

contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the Equal Benefits Ordinance may be used as evidence against the contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

E. If the designated administrative agency determines that a contractor has set up or used its contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the awarding authority may terminate the contract on behalf of the City. Violation of this provision may be used as evidence against the contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

25. MUNICIPAL LOBBYING ORDINANCE (applies to contracts greater than $25,000 and three months in duration): The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than $25,000 and a term of at least 3months, shall complete, sign, and attach the City Ethics Commission's "CEC Form 50" (1 page) affidavit as part of their bid submittal. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the City Ethics Commission's website at https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf. Bids submitted without a completed "CEC Form 50" affidavit shall be deemed non-responsive. Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or http://ethics.lacity.org.

26. BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS (applies to contracts greater than $100,000): In accordance with the City of Los Angeles Charter Section 470 c (12) and related ordinances, bidders may not make campaign contributions to, and/ or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a bid to LADWP until either the contract is awarded or, for successful bidders, 12 months after the contract is executed. The bidder's principals and subcontractors performing $100,000 or more in Work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

If applicable to the solicitation and as a part of their bid submittal to LADWP, bidders shall complete, sign, and attach the City Ethics Commission's "CEC Form 55" (3 pages) affidavit. The affidavit requires bidders to identify their principals, their subcontractors performing $100,000 or more in Work on the contract, and the principals of those subcontractors. Bidders shall also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Bids submitted without a completed "CEC Form 55" affidavit shall be deemed non-responsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or http://ethics.lacity.org.

27. CONTRACTOR PERFORMANCE EVALUATION: Under Division 10, Chapter 1, Article 13, Section 10.39 of the Los Angeles Administrative Code, the Department has established a post-award Contractor Evaluation Program (CEP) that requires performance monitoring and reporting. The Contractor Performance Evaluation Program document can be found at https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders under Contractor Performance Evaluation Program.

LADWP will evaluate and record the contractor's overall performance to determine whether a contractor is fulfilling its obligation on the current contract and to assess the contractor's suitability to perform Work for LADWP in the future. Contractors are required to meet critical contract provisions including but not limited to timely shipment and delivery of goods, completeness of delivered goods, quality of delivered goods, performance of services, quality of performed services, safety compliance, responsiveness to correct deficiencies, accuracy of billing, and conformance to the terms and conditions of the contract. If such conditions are breached, consistent with the terms of the contract, the Director of Supply Chain Services may terminate the contract for poor performance and may also debar the contractor from doing business with LADWP for a period of up to five years in accordance with the LADWP's Contractor Performance Evaluation Program.

28. NEW AND UNUSED: All materials and Work shall comply with the bid specifications. Except for rental services and specified remanufactured parts, all materials and equipment furnished shall be new and unused. This requirement shall not preclude the use of recycled materials in the manufacturing process.

29. HAZARDOUS SUBSTANCES: If a substance or a mixture containing a substance that is listed on the "List of Hazardous Substances," prepared by the Director of the Department of Industrial Relations, is to be furnished on this order, a "Material Safety Data Sheet" (MSDS) shall be furnished at the time of delivery or as required by the act within 15 days of delivery. If the MSDS is to be mailed, contractor shall identify with purchase order number, and shall address as follows:

Corporate Environmental Services/
MSDS Re: Purchase Order No.
Department of Water and Power, City of Los Angeles
111 N. Hope Street, Room 1050
Los Angeles, CA 90012

30. TESTING: The expense of the initial acceptance tests, after receipt at LADWP's specified receiving points, will be borne by LADWP. The expense of subsequent tests will be charged against the contractor when due to failure of first-offered materials or equipment to comply with these specifications.

31. FORCE MAJEURE: If either Party is unable to perform its obligations because of strikes, lockouts, labor disputes, embargos, acts of God, governmental regulations, judicial orders, enemy or hostile governmental action beyond the reasonable control of the Consultant or its Authorized Subconsultants ("Force Majeure"), and such event continues, or is expected to continue, for more than thirty (30) days, either Party may suspend unperformed services upon notice to the other party in writing, and such party's performance shall be suspended for the period equal to the period of time of such cause for suspension of performance. Both parties shall use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to pay for services provided.

32. CITY'S REQUIREMENTS FOR BUSINESS TAX REGISTRATION: The contractor shall obtain and keep in full force and effect during the term of the contract all Business Tax Registration Certificates required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter 11, Section 21.00 and following, of the Los Angeles Municipal Code. Firm's current Business Tax Registration Certificate Number (BTRC) or, for those firms that are exempt, a Vendor Registration Number (VRN), must be shown on all invoices submitted for payment. Failure to do so may delay payment.

Failure of apparent successful bidder to submit to the buyer a valid BTRC, VRN or Exempt Tax Registration Certificate, within 48 hours of notification may result in the award of contract or purchase order being withheld.

For additional information regarding applicability of the City Business Tax Registration, contact the City Clerk's Office on (844) 663-4411.

33. (FORM W-9) REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION: The Internal Revenue Service (IRS) requires that all service providers and goods and materials suppliers furnish a Taxpayer Identification Number (TIN) to the party that pays them. As a result, the apparent successful bidder shall complete, sign and submit the "Request for Taxpayer Identification Number and Certification (Form W-9) (6 pages) affidavit. No awards will be made without a completed and signed Form W-9. Any change in Form W-9 information, including the legal name or address of the contractor, will require the submittal of a new Form W-9.

34. REFERENCE SPECIFICATIONS: Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the standards set forth in the contract documents and the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the date of the contract documents if there were no Bids), except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall change the duties and responsibilities of LADWP or supplier, or any of their agents, consultants or employees from those set forth in the contract documents.

35. ORDER OF PRECEDENCE: In the event of conflict among the contract documents not resolved by the above rules, the following order of listing shall be the order of precedence among these documents:

A. Codes and permits as may be required by law.

B. Change Orders and approved revisions to contract drawings and specifications, included within Change Orders.

C. The IFB.

D. Special Provisions.

E. General Conditions.

F. Supplemental Conditions.

G. Specifications.

H. Detailed contract drawings, if any.

I. General contract drawings, if any.

J. Reference specifications, including geotechnical reports, if any.

K. Reference drawings, if any.

36. INTEGRATION AND AMENDMENT: The contract documents and authorized change orders or amendments thereto, including any documents incorporated therein by express reference, are intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of contract documents. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by an authorized representative of LADWP and approved as may be otherwise required. No oral understanding or agreement not incorporated into the contract documents is binding to change any term therein.

37. NO WAIVER: Any inspection, payment, order or certificate for the payment of money, acceptance of the whole or any part of the supply by LADWP, any extension of time, and/or any verbal statements, done or made by LADWP or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the contract documents, or of any power reserved to LADWP herein. Any waiver of any breach or noncompliance with the contract shall not waive any other subsequent breach. All LADWP remedies provided in the contract documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances LADWP shall have any and all other equitable and legal rights and remedies which it would have according to law.

38. THIRD PARTY RIGHTS: The contract documents shall not be deemed to create any right of action in favor of third parties against the supplier, any subcontractor, the City of Los Angeles, the Board, LADWP, or any officer or any employee thereof. This provision, however, shall not be construed to impair LADWP's status as the intended beneficiary of the contract and all subcontracts and supplier agreements of any tier.

39. OBLIGATIONS FOR COMPLETE SUPPLY: The supplier shall at all times schedule and employ sufficient forces, plant, materials, equipment, tools, labor, and incidentals to assure compliance with the contract documents and shall progress and properly inspect the supply Work to assure completion within the time specified. Supplier shall become fully informed of the conditions relating to delivery, installation and labor if applicable, under which vendor's work of installation (if any) will be performed. The obligation to deliver the finished supply in accordance with the contract shall be absolute and shall not be affected by LADWP's approval of, or failure to prohibit, actions, means, or methods of the supplier prior to final acceptance of the completed supply Work.

40. SUBSTITUTIONS: Supplier may not substitute any supply or services without LADWP's advance written consent. Supplier shall not use any specification in lieu of those contained in contract documents without LADWP's advance written consent.

41. ADDITIONAL WARRANTY: In addition to all other warranties and guarantees contained in the contract, supplier warrants that the supply and each component of the supply materials, equipment, and any services furnished hereunder will conform to the requirements of these contract documents (including all descriptions, specifications and drawings made a part hereof), and such will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by LADWP, free from defects in design. LADWP's approval of designs or specifications furnished by supplier shall not relieve the supplier of its obligations under this warranty.

Supplier warrants that LADWP, its successors and assigns, shall receive assignments of all standard manufacturer's warranties and guarantee applicable to the supply and its components. All warranties, including special warranty herein, shall inure to LADWP, its successors and assigns.

Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.

42. CHANGES AT REQUEST OF CONTRACTOR: Changes which are legally permissible may be made to facilitate the Work of the supplier. Such changes may only be made without additional cost to LADWP and without extension of time. Permission for such changes shall be requested in writing by the contractor to LADWP, whose decision will be in writing and will be final.

43. DELIVERY REQUIREMENTS: Supplier shall strictly adhere to the delivery and completion schedules (Schedule) specified in the IFB or the contract documents. The Schedule may only be changed by a Change Order or written amendment. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. In the absence of Schedule dates, the supplier shall make deliveries only upon receipt of orders issued by the Director of Supply Chain Services or by a duly authorized representative. LADWP reserves the right to specify in said orders the amount of deliveries at the location or locations described in the Schedule. LADWP requires delivery within specified general conditions calendar days after date of such orders, unless a different time is provided in the contract documents or the IFB. Delivery and installation shall be at the location specified; supplier shall coordinate with LADWP for access and installation at specific delivery and storage locations as necessary, including access to routes, elevators, building protection, storage/staging areas. Supplier shall be responsible to repair all damage arising from or created by the installation.

44. PROOF OF ORDER CONFIRMATION: Upon request from LADWP, the contractor must provide within 48 hours of the request, an order confirmation from the manufacturer/distributor that shows the date the order was placed and estimated delivery date. The order confirmation is to be provided to LADWP on the manufacturer's/distributor's form or letterhead. Failure to timely provide this information will be deemed a breach of contract and may result in LADWP terminating the purchase order.

45. RECYCLED-CONTENT PRODUCTS: In accordance with City of Los Angeles Ordinances 168313 and 170485, LADWP supports the use of recycled-content products of all types. Recycled-content products help conserve natural resources, including water and energy, and reduce demands upon landfills.

The Ordinances target the purchase of these items as follows:

- Paper (various products).
- Compost and co-compost.
- Glass.
- Lubricating oil, Antifreeze.
- Plastic.
- Solvents and paint, including water-based.
- Tires.
- Building insulation.
- Concrete and cement containing fly ash.
- Automobile parts.
- Rubber.
- Asphalt.
- Batteries.
- Aggregate rock.
- Toner Cartridges.

The Ordinances do not apply to motor vehicles, machinery, or electronic equipment, or to tin, aluminum, or copper.

The recommended minimum amount of recycled content for each product is specified in the U.S. Environmental Protection Agency's (EPA) Comprehensive Product Guide (CPG), which is updated annually. LADWP contracts for those products and commodities included on the CPG will be written using only recycled-content specifications. LADWP may elect to mandate recycled-content levels above those stipulated by the EPA. "Closing the Loop" does not require LADWP's awarding authorities to "disregard product performance standards or guarantees such as efficiency, operating costs, availability, and other appropriate factors in determining the lowest responsive and responsible bidder." Nothing in the Ordinances relieves the supplier from providing a product that "meets all specifications and applicable performance standards.

46. ENVIRONMENTALLY PREFFERED PRODUCTS (EPP): It is the policy of LADWP to make all attempts to procure sustainable products which

include, but are not limited to, products with recycled content that minimize waste, conserve energy or water, and reduce the amount of toxics disposed or consumed.

EPP ATTRIBUTES

A. As established in Ordinance No. 180751, Environmentally Preferable Products Purchasing Program, a product is considered EPP if it has a lesser or reduced adverse impact on human health and the environment when compared with competing products and services serving the same purpose.

B. A commodity is considered to be EPP if it reduces waste, is reusable or durable for multiple uses, contains recycled contents, is bio-based, is manufactured using renewable energy (thus lowering the carbon-footprint), produces low volatile organic compounds (VOCs), has low toxicity, contains less packaging, or is Persistent Bio-Accumulative and Toxic (PBT) free when compared with competing products and services serving the same purpose. The comparisons may consider raw materials acquisition, production, manufacturing, distribution, reuse, operation, and disposal, including potential for reuse or ability of the product to be recycled.

C. The product shall have one or more of the following attributes and the products shall focus on established governmental or other widely recognized and respected third-party authorities, e.g., Energy Star, EPA Recycled Materials Advisory Notice (RMAN) Purchasing Guidelines, Federal Electronic Product Environment Assessment Tool (EPEAT), US Department of Agriculture, and others as stated under “EPP Label”.

- Bio-based
- Bio-degradable
- Carcinogen-free
- Chlorofluorocarbon(CFC)-free
- Durable
- Energy Efficient
- Heavy metal-free (no lead, mercury, etc.)
- Less Hazardous
- Low toxicity
- Low Volatile organic compounds (VOCs)
- Minimizes Virgin Materials
- Made from rapidly renewable materials
- Persistent Bio-accumulative and Toxic (PBT) Free
- Recyclable or contains recycled Content
- Reduced Greenhouse Gas (GHG) Emissions
- Reduced Packaging
- Refurbished
- Reusable
- Upgradeable
- Water-efficient

47. ASSIGNMENT OF CONTRACT PROHIBITED: The supplier shall not assign or otherwise attempt to dispose of this contract or of any of the moneys due or to become due thereunder, unless authorized by the prior written consent of LADWP. No right shall be asserted against LADWP, in law or equity, by reason of any assignment or disposition unless so authorized. If the supplier, without such prior written consent, purports to assign or dispose of the contract or of any interest therein, LADWP, at its option, may terminate the contract for cause, and LADWP will be relieved and discharged from any and all liability and obligations to the supplier and to any assignee or transferee thereof.

48. MATERIALS AND WORK: All materials and work shall comply with these specifications. All materials and equipment furnished shall be new and unused, but this requirement shall not preclude the use of recycled materials in the manufacturing processes. All work shall be done by qualified workers in a thorough manner. Materials or quality of work not definitely specified, but incidental to and necessary for the work, shall conform to the best commercial practice for the type of work in question.

49. RISK OF LOSS: The contractor shall bear all risk of loss up to LADWP freight on board destination.

50. VENDOR AUTHENTICATION (applies to contracts that are not subject to the Contractor Responsibility Ordinance): Los Angeles City Charter 371(a) requires that all contract awards be made only to responsive and responsible bidders.

Prior to awarding a contract, LADWP will make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the Work set forth in the contract. Responsibility will be determined by LADWP from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the Work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; satisfactory record of business integrity, and acceptable performance on previous contracts.

Therefore, when applicable, bidders are required to complete, sign, and attach the “Vendor Authentication Form” (9 pages).

51. PROMPT PAYMENT TO SUBCONTRACTOR: Contractor or subcontractor shall pay to any subcontractor, not later than 7 days after receipt of each payment, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Contractor or subcontractor to a subcontractor, the Contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Contractor shall include this provision in all subcontracts.

LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP)

SHORT FORM TERMS AND CONDITIONS (SERVICES)
READ CAREFULLY

1. **ADDITIONAL TERMS:** Additional or different terms from those set forth by the Los Angeles Department of Water and Power (LADWP) are not compatible with governmental competitive bidding. LADWP objects to such additional or different terms, and unless expressly incorporated in LADWP's documents, such terms shall not be part of any contract.

2. **INVOICES AND PAYMENTS:** The contractor shall submit an itemized invoice, including supporting documentation for all costs and expenses in a format acceptable to LADWP, following any month during which services were performed stating therein services performed and expenses incurred, to:

   Accounts Payable Section
   Department of Water and Power
   City of Los Angeles, PO Box 51211, Room 424
   Los Angeles, CA 90051-5511

   An electronic copy of the invoice must be submitted and emailed to DWPAgreementInvoices@ladwp.com.

   Each invoice shall show LADWP contact name and telephone number, the contract/purchase order number, the sub-purchase order (SPO) number (if applicable), the vendor code number, the City of Los Angeles Business Tax Registration Certificate Number, and the identification of material, equipment, subscriptions, memberships, sponsorships, advertisements and/or services covered by the invoices. In all cases the amount of applicable sales tax or use tax shall be separately stated on the invoice.

   The following certification statement shall be signed by the contractor:

   > "I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code, section 10.37 et. Seq."

   Each invoice shall include approval signature blocks for LADWP project manager and LADWP authorized representative(s) identified in Section 102.1, Representative(s) of the Parties and Service of Notices, of this Agreement.

   No progress, prepayment or down payments are allowable under any bid or solicitation, unless expressly stated by LADWP within the bid or specification document.

   The contractor shall include applicable sales or use taxes on every invoice. Contractor will be responsible for adding the correct amount of tax on the invoice, collecting such taxes from LADWP, and remitting it to the state in which it is owed regardless of where the contractor is located based on the delivery location. Where LADWP identifies that an invoice does not include the applicable taxes, LADWP will return the invoice to the contractor for correction and resubmission before approval and payment.

   Contractor's failure to submit accurate and all required information shall result in LADWP's rejection of the invoice and non-payment.

3. **WARRANTIES:** The contractor warrants that all Work (defined as the provision of labor and materials to provide, perform, and/or carry out the contractor's obligations and duties under the contract) shall be in accordance with this contract, shall comply with the design requirements and/or contract standard of performance and shall be free of defects in workmanship and materials for a period of one year, or as stated in the specification, from final acceptance of the Work. In the event of breach of this warranty, the contractor shall take the necessary actions to correct in the most expeditious manner as permitted by existing circumstances. If the contractor does not promptly take steps to correct the breach upon notification there by LADWP, LADWP without waiving any other rights or remedies it may have at law or otherwise, may do so or cause others to do so, and contractor shall promptly reimburse LADWP for all expenses and costs incurred in connection therewith.

4. **INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS:**

   A. Contractor will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter) against LADWP, its officers, directors, agents, employees, or affiliates for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trademarks, service marks, and other proprietary information or rights (collectively "Intellectual Property rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the contractor in the construction of the Work under this contract; or (2) as a result of LADWP's actual or intended use under the specifications contained herein by LADWP of any product furnished by contractor. Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Contractor shall also indemnify LADWP against any loss, cost, expense, liability, and damages finally awarded against LADWP or settlement as a consequence of such Action.

   B. Contractor, however, shall have no liability to LADWP herein with respect to any claim of infringement, which is based upon the combination or utilization of the contractor's product with machines or devices not reasonably anticipated hereunder; or based upon an unintended modification by LADWP of the product furnished hereunder.

   C. In contractor's defense of LADWP, negotiation, compromise, and settlement of any such Infringement Action, LADWP shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

   D. In addition, if any part of the product (a) becomes the subject of an Action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, contractor shall, with LADWP's consent, do one of the following immediately. Contractor shall at its expense either: i) procure for LADWP the right to continue using said part of the product; ii) replace the product with a functionally equivalent, non-infringing product; OR iii) modify the product so it becomes non-infringing.

      Exercise of any of the above-mentioned options shall not cause undue business interruption to LADWP or diminish the intended benefits and use of the product by LADWP under the specifications herein. If contractor proves to LADWP's satisfaction that none of option (i), (ii), and (iii) is commercially feasible, contractor shall instead refund the full purchase price of the product.

   E. Rights and remedies available to LADWP hereinabove shall survive the expiration or other termination of this agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This section shall survive the expiration or other termination of this contract.

5. **INDEMNIFICATION:** The contractor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of the Department, defend the Department, and any and all of their Boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including contractor's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the contractor, or the contractor's officers, agents, employees, or subcontractors of any tier, except for the sole negligence or willful misconduct of the Department, its Board, officers, agents, representatives or employees.

6. **LABOR:** Where labor is to be performed in the execution of the contract, the contractor shall comply with all applicable labor laws of the State in which the Work is to be done.

7. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and does not act as LADWP's agent in any capacity, whatsoever. Contractor is not entitled to any benefits LADWP provides to LADWP employees, including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the contractor's provision of Work and not the means, methods, or scheduling. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under this Agreement. Contractor shall pay all payroll

taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as LADWP's responsibility.

8. **APPLICABLE LAW, INTERPRETATION, ENFORCEMENT, AND SEVERABILITY:** Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles with venue for any litigation in Los Angeles, California.

   If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

9. **ATTORNEY FEES AND COSTS:** The Parties agree that in any action to enforce the terms of this Agreement each Party shall be responsible for its own attorney fees and costs.

10. **LADWP FURNISHED:** LADWP reserves the right and option of furnishing any or all items for which it would otherwise be required by the contract to reimburse the contractor. LADWP will not be liable to the contractor for any items of service or expense not specifically provided for in the contract.

11. **CANCELLATION:** LADWP upon 30 days written notice may cancel this contract. The Director of Supply Chain Services will give said notice. Upon receipt of such notice, the contractor shall immediately stop all Work in process under this contract. In the event LADWP delivers such written notice and thereby cancels further performance, the contractor shall be entitled to payment for all services performed to date of cancellation and shall be compensated at the established rates for all Work required to organize and deliver all material developed in the course of the Work to date of termination.

12. **DEFAULT BY CONTRACTOR:** In case of breach or termination, LADWP reserves the right to procure the items or services from other sources and hold the contractor responsible for any excess costs and all other damages occasioned to LADWP thereby.

13. **RECYCLING:** LADWP supports the use of recycled-content products of all types. Recycled-content products help conserve natural resources, including water and energy, and reduce demands upon landfills.

    The contractor shall submit all written documents on paper with a minimum of 30 percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to LADWP.

14. **OWNERSHIP OF DATA:** Upon completion of all Work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in LADWP and no further agreement will be necessary to transfer ownership to LADWP. Copies made for the contractor's records shall not be furnished to others without written authorization from LADWP.

15. **RETENTION OF RECORDS, AUDIT, AND REPORTS (REVISEDOCTOBER 16, 2007)** The contractor shall maintain, and shall cause the contractor's subcontractors and suppliers as applicable to maintain, all records pertaining to the management of this contract and related subcontracts, and performance of services pursuant to this contract, in their original form, including but not limited to: reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this contract. If the contractor, the contractor's subcontractors and/or suppliers are required to submit cost or pricing data in connection with this contract, the contractor must maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after "Authorized Auditors"), for a period of not less than four (4) years following final payment made by LADWP hereunder or the expiration date of this contract, whichever is later.

    The contractor shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at the contractor's offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the contractor on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The contractor shall not, however, be required to furnish the Authorized Auditors with commonly available software.

    The contractor, and the contractor's subcontractors and suppliers, as applicable to the services provided under this contract, shall be subject at any time to fourteen (14) calendar days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all contract requirements relative to practices, methods, procedures, performance, compensation, and documentation. Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For contractors that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information. To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

    Consistent with standard auditing procedures, the contractor will be provided fifteen (15) calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization and public release.

    If the Authorized Auditor's examination or audit indicates the contractor has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the contractor to LADWP within fifteen (15) calendar days of notice to the contractor of the identified overpayment.

    The contractor shall contractually require all subcontractors performing services under this contract to comply with the provisions of this section by inserting this provision in each subcontractor contract and by contractually requiring each subcontractor to insert this provision in any of its subcontractor contracts related to services under this contract. In addition, contractor and subcontractors shall also include the following language in each subcontractor contract:

    > "LADWP is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third party beneficiary of the audit provision shall not confer any rights or privileges on the contractor, subcontractor or any other person/entity."

    The provisions of this section shall survive expiration or termination of this contract.

    A. AUDIT COST RECOVERY: If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision for LADWP reveals that LADWP overpayment to the contractor is more than five percent of the billings reviewed, the contractor shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the contractor to LADWP within fifteen (15) calendar days of notice to the contractor of the costs and expenses.

16. **PUBLIC RECORDS:** All documents submitted in response to the proposals will become a matter of public record and shall be thereupon considered public records. If a bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, the bidder represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act, *California Government Code* §§ 6250, et. seq. A bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise**,** may render the proposal nonresponsive and will be rejected. LADWP will not provide advice as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary."

    LADWP is not liable or responsible for the disclosure of records marked "Trade Secret," "Confidential" or "Proprietary," including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of LADWP or its Board, officers, representatives, assigns, successors,

employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any bidder or member of the public shall be afforded access for inspection or copying of such proposals, by request made to LADWP in compliance with the California Public Records Act.

The bidder shall agree to reimburse LADWP for, and to indemnify, defend and hold harmless LADWP, its Board, officers, representatives, assigns, successors, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, causes of action, demands, fines, penalties, costs and expenses including without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to LADWP's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

Additionally, LADWP may request that the bidder directly defend any action for disclosure of any information marked "Trade Secret," "Confidential," "Proprietary," or otherwise.

17. PARKING: Parking is not available/provided to contractors at the John Ferraro Building at 111 N. Hope Street, Los Angeles, CA. LADWP will not reimburse parking receipts.

18. RESPONSIBILITY FOR WORK AND STANDARD OF PERFORMANCE:

A. The contractor's project manager shall supervise and direct the Work, and have overall responsibility for the Work in accordance with the contract. The contractor shall be solely responsible for implementation of all Work, means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the contract, which is defined as all efforts and services provided to generate the results specified and implied in the contract to complete the project as described in the statement of Work.

B. The contractor shall perform and require its subcontractors to perform the Work in accordance with the requirements of this contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Work of a similar nature. The contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that LADWP will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this contract.

C. If any Work provided by the contractor is deficient because of the contractor's or a subcontractor's failure to perform the Work in accordance with the above standards, LADWP shall report such deficiencies in writing to the contractor. LADWP thereafter may:

1. Have the contractor re-perform such Work at the contractor's own expense; or
2. Have such Work performed in accordance with the Article entitled CANCELLATION herein, by others and the costs thereof charged to and collected from the contractor.

D. Corrected or re-performed Work shall be subject to the above Standards of Performance.

19. FORCE MAJEURE: If either Party is unable to perform its obligations because of strikes, lockouts, labor disputes, embargos, acts of God, governmental regulations, judicial orders, enemy or hostile governmental action beyond the reasonable control of the Consultant or its Authorized Subconsultants ("Force Majeure"), and such event continues, or is expected to continue, for more than thirty (30) days, either Party may suspend unperformed services upon notice to the other party in writing, and such party's performance shall be suspended for the period equal to the period of time of such cause for suspension of performance. Both parties shall use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to pay for services provided.

20. CHANGES:

A. LADWP may make changes to the Work described in the Statement of Work, including adding extra Work, through a written change order. A change order shall be within the general scope of the contract and shall not modify the overall purpose or scope of the contract.

B. Extra Work is defined as Work that was not contained in this contract, is determined by LADWP to be necessary, and bears a reasonable relation to the Work in the scope of this contract.

C. If any changes under this Article causes an increase or decrease in the contractor's cost of, or the time required for the performance of any part of the Work, an adjustment in the compensation and schedule will be made, which shall be incorporated into this contract by written change order. The contractor shall not make any changes in the Work or perform any extra Work unless authorized in advance by written change order. Upon receipt of a change order from LADWP's authorized representative, the contractor shall continue performance of the Statement of Work as modified by the change order.

D. Except as otherwise expressly provided in this contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be determined in accordance with the applicable cost principles of Part 31 of the Federal Acquisition Regulations (FAR).

21. DISPUTES: Unless otherwise directed by LADWP the contractor shall continue performance under this contract while matters in dispute are being resolved.

22. NON-DISCRIMINATION AND EQUAL EMPLOYMENT PRACTICES: During the performance of any contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, sex, age, or physical handicap. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision. In addition, during the performance of any contract estimated at $1,000 or more, the contractor shall comply with Los Angeles Administrative Code Section 10.8.3 Equal Employment Practices Provisions.

23. AFFIRMATIVE ACTION PROGRAM: During the performance of any non-construction contract estimated at $25,000 or more, the contractor shall comply with the requirements of the Los Angeles Administrative Code Section 10.8.4 Affirmative Action Program provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program provisions, the contractor shall agree to adhere to the provisions for the duration of the contract.

24. CHILD SUPPORT OBLIGATIONS POLICY: In accordance with the City of Los Angeles Ordinance No. 172401, LADWP requires all contractors and subcontractors performing Work for LADWP to comply with all reporting requirements and wage earning assignments relative to court ordered child support.

All bidders are required to complete, sign, and attach LADWP's "Certification of Compliance with Child Support Obligations" (1 page) affidavit.

25. CONTRACTOR RESPONSIBILITY ORDINANCE: (applies to contracts that are greater than $25,000 and three months in duration): City of Los Angeles Administrative Code Section 10.40 et seq. provides that every Request for Quotation (RFQ), Invitation for Bid (IFB), or Request for Proposal (RFP) is subject to the provisions of the Contractor Responsibility Ordinance (CRO), unless exempt pursuant to the provisions of the Code. If the code is applicable to the solicitation, all bidders must complete and return, with their RFQ, IFB, or RFP the responsibility questionnaire included in this solicitation. Failure to return the completed questionnaire shall result in the bidder being deemed non-responsive. Pursuant to the Code, by executing a contract with the City, the supplier pledges, under penalty of perjury, to comply with all applicable Federal, State and local laws in performance of the contract, including, but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Code also requires that if a contract is awarded pursuant to this procurement, the supplier must update responses to the questionnaire within thirty calendar days after any changes to the responses previously provided, if such change would affect contractor's fitness and ability to continue performing the contract. Violations of the Contractor Responsibility Ordinance shall constitute a material breach of this Agreement and entitle the LADWP to terminate this Agreement and otherwise pursue legal remedies that may be available.

The supplier further agrees to:

A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the supplier is not in compliance with all applicable Federal, State and local laws in performance of this contract;

B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the supplier has violated the provisions of Section 10.40.3 (a) of the Code;

C. Ensure that its subcontractor(s) working on the supplier contract submit a Pledge of Compliance to awarding authorities; and

D. Ensure that its subcontractor(s), working on supplier's City contract comply with the requirements of the Pledge of Compliance and the requirement to notify LADWP within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor(s) has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

26. EQUAL BENEFITS ORDINANCE: (applies to annual contracts greater than $25,000): Where applicable, bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The bidder shall complete, sign, and attach the "Equal Benefits Ordinance Compliance Affidavit" (2 pages). The Equal Benefits Ordinance Affidavit shall be effective for a period of twelvemonths from the date it is first approved. Bidders do not need to submit supporting documentation with their bids. However, LADWP may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit. Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at http://bca.lacity.org.

Mandatory contract provisions pertaining to equal benefits, unless otherwise exempted:

A. During the performance of the contract, the contractor certifies and represents that the contractor will comply with the Equal Benefits Ordinance.

B. The failure of the contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the contract by the awarding authority.

C. If the contractor fails to comply with the Equal Benefits Ordinance, the awarding authority may cancel, terminate or suspend the contract, in whole or in part, and all monies due or to become due under the contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the Equal Benefits Ordinance may be used as evidence against the contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

E. If the designated administrative agency determines that a contractor has set up or used its contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the awarding authority may terminate the contract on behalf of the City. Violation of this provision may be used as evidence against the contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

27. MUNICIPAL LOBBYING ORDINANCE (applies to contracts greater than $25,000 and three months in duration): The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than $25,000 and a term of at least 3months, shall complete, sign, and attach the City Ethics Commission's "CEC Form 50" (1 page) affidavit as part of their bid submittal. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the City Ethics Commission's website at https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf. Bids submitted without a completed "CEC Form 50" affidavit shall be deemed non-responsive.

Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or http://ethics.lacity.org.

28. BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS (applies to contracts greater than $100,000): In accordance with the City of Los Angeles Charter Section 470 c (12) and related ordinances, bidders may not make campaign contributions to, and/ or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a bid to LADWP until either the contract is awarded or, for successful bidders, 12 months after the contract is executed. The bidder's principals and subcontractors performing $100,000 or more in Work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

If applicable to the solicitation and as a part of their bid submittal to LADWP, bidders shall complete, sign, and attach the City Ethics Commission's "CEC Form 55" (3 pages) affidavit. The affidavit requires bidders to identify their principals, their subcontractors performing $100,000 or more in Work on the contract, and the principals of those subcontractors. Bidders shall also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Bids submitted without a completed "CEC Form 55" affidavit shall be deemed non-responsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or http://ethics.lacity.org.

29. CONTRACTOR PERFORMANCE EVALUATION: Under Division 10, Chapter 1, Article 13, Section 10.39 of the Los Angeles Administrative Code, the Department has established a post-award Contractor Evaluation Program (CEP) that requires performance monitoring and reporting. The Contractor Performance Evaluation Program document can be found at https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders under Contractor Performance Evaluation Program.

LADWP will evaluate and record the contractor's overall performance to determine whether a contractor is fulfilling its obligation on the current contract and to assess the contractor's suitability to perform Work for LADWP in the future. Contractors are required to meet critical contract provisions including but not limited to timely shipment and delivery of goods, completeness of delivered goods, quality of delivered goods, performance of services, quality of performed services, safety compliance, responsiveness to correct deficiencies, accuracy of billing, and conformance to the terms and conditions of the contract. If such conditions are breached, consistent with the terms of the contract, the Director of Supply Chain Services may terminate the contract for poor performance and may also debar the contractor from doing business with LADWP for a period of up to five years in accordance with the LADWP's Contractor Performance Evaluation Program.

30. SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) AND LIVING WAGE ORDINANCE (LWO) (applies to contracts greater than $25,000 and three months in duration): Under provisions of Section 10.36 et seq. and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of $25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of City financial assistance, shall comply with all applicable provisions of the Ordinances. LADWP shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if LADWP determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.

31. CITY'S REQUIREMENTS FOR BUSINESS TAX REGISTRATION: The contractor shall obtain and keep in full force and effect during the term of the contract all Business Tax Registration Certificates required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter 11, Section 21.00 and following, of the Los Angeles Municipal Code. The firm's current Business Tax Registration Certificate Number (BTRC) or, for those firms that are exempt, a Vendor Registration Number (VRN), must be shown on all invoices submitted for payment. Failure to do so, may delay payment.

Failure of apparent successful bidder to submit to the buyer a valid BTRC, VRN or Exempt Tax Registration Certificate, within 48 hours of notification may result in the award of contract or purchase order being withheld.

For additional information regarding applicability of the City Business Tax Registration, contact the City Clerk's Office at (844) 663-4411.

32. (FORM W-9) REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION: The Internal Revenue Service (IRS) requires that all service providers and goods and materials suppliers furnish a Taxpayer

Identification Number (TIN) to the party that pays them. As a result, the apparent successful bidder shall complete, sign and submit the "Request for Taxpayer Identification Number and Certification (Form W-9) (6 pages) affidavit. No awards will be made without a completed and signed Form W-9. Any change in Form W-9 information, including the legal name or address of the contractor, will require the submittal of a new Form W-9.

33. ORDER OF PRECEDENCE: In the event of conflict among the contract documents not resolved by the above rules, the following order of listing shall be the order of precedence among these documents:

A. Codes and permits as may be required by law.

B. Change Orders and approved revisions to contract drawings and specifications, included within Change Orders.

C. The IFB.

D. Special Provisions.

E. General Conditions.

F. Supplemental Conditions.

G. Specifications.

H. Detailed contract drawings, if any.

I. General contract drawings, if any.

J. Reference specifications, including geotechnical reports, if any.

K. Reference drawings, if any.

34. INTEGRATION AND AMENDMENT: The contract documents and authorized change orders or amendments thereto, including any documents incorporated therein by express reference, are intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of contract documents. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by an authorized representative of LADWP and approved as may be otherwise required. No oral understanding or agreement not incorporated into the contract documents is binding to change any term therein.

35. ORDINANCES AND CODES: The contractor and the Work shall comply with all laws, ordinances, rules, regulations, permits, and codes relating to the Work, use of premises and highways, and safety of persons and property.

36. MATERIALS AND WORK: All materials and Work shall comply with these specifications. All materials and equipment furnished shall be new and unused, but this requirement shall not preclude the use of recycled materials in the manufacturing processes. All Work shall be done by qualified workers in a thorough manner. Materials or quality of work not definitely specified, but incidental to and necessary for the Work, shall conform to the best commercial practice for the type of Work in question.

37. PROOF OF ORDER CONFIRMATION: Upon request from LADWP, the contractor must provide within 48 hours of the request, an order confirmation from the manufacturer/distributor that shows the date the order was placed and estimated delivery date. The order confirmation is to be provided to LADWP on the manufacturer's/distributor's form or letterhead. Failure to timely provide this information will be deemed a breach of contract and may result in LADWP terminating the purchase order.

38. ASSIGNMENT OF CONTRACT PROHIBITED: The supplier shall not assign or otherwise attempt to dispose of this contract or of any of the moneys due or to become due thereunder, unless authorized by the prior written consent of LADWP. No right shall be asserted against LADWP, in law or equity, by reason of any assignment or disposition unless so authorized. If the supplier, without such prior written consent, purports to assign or dispose of the contract or of any interest therein, LADWP, at its option, may terminate the contract for cause, and LADWP will be relieved and discharged from any and all liability and obligations to the supplier and to any assignee or transferee thereof.

39. RISK OF LOSS: The contractor shall bear all risk of loss up to LADWP freight on board destination.

40. VENDOR AUTHENTICATION (applies to contracts that are not subject to the Contractor Responsibility Ordinance): Los Angeles City Charter 371(a) requires that all contract awards be made only to responsive and responsible bidders.

Prior to awarding a contract, LADWP will make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the Work set forth in the contract. Responsibility will be determined by LADWP from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization, material, equipment and facilities necessary to perform the Work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; satisfactory record of business integrity, and acceptable performance on previous contracts.

Therefore, when applicable, bidders are required to complete, sign, and attach the "Vendor Authentication Form" (9 pages).

41. PROMPT PAYMENT TO SUBCONTRACTOR: Contractor or subcontractor shall pay to any subcontractor, not later than 7 days after receipt of each payment, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Contractor or subcontractor to a subcontractor, the Contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Contractor shall include this provision in all subcontracts.

LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP)

SHORT FORM TERMS AND CONDITIONS
(MEMBERSHIPS, SUBSCRIPTIONS, SPONSORSHIPS, AND ADVERTISEMENTS)
READ CAREFULLY

1. **ADDITIONAL TERMS:** Additional or different terms from those set forth by the Los Angeles Department of Water and Power (LADWP) are not compatible with governmental competitive bidding. LADWP objects to such additional or different terms, and unless expressly incorporated in LADWP's documents, such terms shall not be part of any contract.

2. **INVOICES AND PAYMENTS:** The contractor shall submit an itemized invoice, including supporting documentation for all costs and expenses in a format acceptable to LADWP, following any month during which services were performed stating therein services performed and expenses incurred, in hardcopy to:

   Accounts Payable Section
   Department of Water and Power
   City of Los Angeles, PO Box 51211, Room 424
   Los Angeles, CA 90051-5511

   Each invoice shall show LADWP contact name and telephone number, the contract/purchase order number, the sub-purchase order (SPO) number (if applicable), the vendor code number, the City of Los Angeles Business Tax Registration Certificate Number, and the identification of material, equipment, subscriptions, memberships, sponsorships, advertisements and/or services covered by the invoices. In all cases the amount of applicable sales tax or use tax shall be separately stated on the invoice.

   The following certification statement shall be signed by the contractor:

   > "I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this contract."

   Each invoice shall include approval signature blocks for LADWP project manager and LADWP authorized representative(s).

   No progress, prepayment or down payments are allowable under any bid or solicitation, unless expressly stated by LADWP within the bid or specification document. Contractor's failure to submit accurate and all required information shall result in LADWP's rejection of the invoice and non-payment.

   The contractor shall include applicable sales or use taxes on every invoice. Contractor will be responsible for adding the correct amount of tax on the invoice, collecting such taxes from LADWP, and remitting it to the state in which it is owed regardless of where the contractor is located based on the delivery location. Where LADWP identifies that an invoice does not include the applicable taxes, LADWP will return the invoice to the contractor for correction and resubmission before approval and payment.

3. **INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS:**

   A. Contractor will defend at its expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter) against LADWP, its officers, directors, agents, employees, or affiliates for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trademarks, service marks, and other proprietary information or rights (collectively "Intellectual Property rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the contractor in the construction of the Work under this contract; or (2) as a result of LADWP's actual or intended use under the specifications contained herein by LADWP of any product furnished by contractor. Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Contractor shall also indemnify LADWP against any loss, cost, expense, liability, and damages finally awarded against LADWP or settlement as a consequence of such Action.

   B. Contractor, however, shall have no liability to LADWP herein with respect to any claim of infringement, which is based upon the combination or utilization of the contractor's product with machines or devices not reasonably anticipated hereunder; or based upon an unintended modification by LADWP of the product furnished hereunder.

   C. In contractor's defense of LADWP, negotiation, compromise, and settlement of any such Infringement Action, LADWP shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

   D. In addition, if any part of the product (a) becomes the subject of an Action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, contractor shall, with LADWP's consent, do one of the following immediately. Contractor shall at its expense either: i) procure for LADWP the right to continue using said part of the product; ii) replace the product with a functionally equivalent, non-infringing product; OR iii) modify the product so it becomes non-infringing.

   Exercise of any of the above-mentioned options shall not cause undue business interruption to LADWP or diminish the intended benefits and use of the product by LADWP under the specifications herein. If contractor proves to LADWP's satisfaction that none of option (i), (ii), and (iii) is commercially feasible, contractor shall instead refund the full purchase price of the product.

   E. Rights and remedies available to LADWP hereinabove shall survive the expiration or other termination of this agreement. Further, the rights and remedies are cumulative of those provided for elsewhere in this contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This section shall survive the expiration or other termination of this contract.

4. **INDEMNIFICATION:** The contractor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of the Department, defend the Department, and any and all of their Boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including contractor's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the contractor, or the contractor's officers, agents, employees, or subcontractors of any tier, except for the sole negligence or willful misconduct of the Department, its Board, officers, agents, representatives or employees.

5. **LABOR:** Where labor is to be performed in the execution of the contract, the contractor shall comply with all applicable labor laws of the State in which the Work is to be done.

6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and does not act as LADWP's agent in any capacity, whatsoever. Contractor is not entitled to any benefits LADWP provides to LADWP employees, including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the contractor's provision of Work and not the means, methods, or scheduling. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under this Agreement. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as LADWP's responsibility.

7. **CHILD SUPPORT OBLIGATIONS POLICY:** In accordance with the City of Los Angeles Ordinance No. 172401, LADWP requires all contractors and subcontractors performing Work for LADWP to comply with all reporting requirements and wage earning assignments relative to court ordered child support.

   All bidders are required to complete, sign, and attach LADWP's "Certification of Compliance with Child Support Obligations" (1 page) affidavit.

8. **CITY'S REQUIREMENTS FOR BUSINESS TAX REGISTRATION**: The contractor shall obtain and keep in full force and effect during the term of the contract all Business Tax Registration Certificates required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter 11, Section 21.00 and following, of the Los Angeles Municipal Code. Firm's current Business Tax Registration Certificate Number (BTRC) or, for those firms that are exempt, a Vendor Registration Number (VRN), must be shown on all invoices submitted for payment. Failure to do so may delay payment.

Failure of apparent successful bidder to submit to the buyer a valid BTRC, VRN or Exempt Tax Registration Certificate, within 48 hours of notification may result in the award of contract or purchase order being withheld.

For additional information regarding applicability of the City Business Tax Registration, contact the City Clerk's Office on (844) 663-4411.

9. **APPLICABLE LAW, INTERPRETATION, ENFORCEMENT, AND SEVERABILITY:** Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles with venue for any litigation in Los Angeles, California.

   If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

10. **ATTORNEY FEES AND COSTS:** The Parties agree that in any action to enforce the terms of this Agreement each Party shall be responsible for its own attorney fees and costs.

11. **CANCELLATION:** LADWP upon 30 days written notice may cancel this contract. The Director of Supply Chain Services will give said notice. Upon receipt of such notice, the contractor shall immediately stop all Work in process under this contract. In the event LADWP delivers such written notice and thereby cancels further performance, the contractor shall be entitled to payment for all services performed to date of cancellation and shall be compensated at the established rates for all Work required to organize and deliver all material developed in the course of the Work to date of termination.

12. **RECYCLING:** LADWP supports the use of recycled-content products of all types. Recycled-content products help conserve natural resources, including water and energy, and reduce demands upon landfills.

    The contractor shall submit all written documents on paper with a minimum of 30 percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to LADWP.

13. **RETENTION OF RECORDS, AUDIT, AND REPORTS (REVISEDOCTOBER 16, 2007)**

    The contractor shall maintain, and shall cause the contractor's subcontractors and suppliers as applicable to maintain, all records pertaining to the management of this contract and related subcontracts, and performance of services pursuant to this contract, in their original form, including but not limited to: reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this contract. If the contractor, the contractor's subcontractors and/or suppliers are required to submit cost or pricing data in connection with this contract, the contractor must maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after "Authorized Auditors"), for a period of not less than four (4) years following final payment made by LADWP hereunder or the expiration date of this contract, whichever is later.

    The contractor shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at the contractor's offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the contractor on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The contractor shall not, however, be required to furnish the Authorized Auditors with commonly available software.

    The contractor, and the contractor's subcontractors and suppliers, as applicable to the services provided under this contract, shall be subject at any time to fourteen (14) calendar days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all contract requirements relative to practices, methods, procedures, performance, compensation, and documentation. Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For contractors that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

    To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

    Consistent with standard auditing procedures, the contractor will be provided fifteen (15) calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization and public release.

    If the Authorized Auditor's examination or audit indicates the contractor has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the contractor to LADWP within fifteen (15) calendar days of notice to the contractor of the identified overpayment.

    The contractor shall contractually require all subcontractors performing services under this contract to comply with the provisions of this section by inserting this provision in each subcontractor contract and by contractually requiring each subcontractor to insert this provision in any of its subcontractor contracts related to services under this contract. In addition, contractor and subcontractors shall also include the following language in each subcontractor contract:

    > "LADWP is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third party beneficiary of the audit provision shall not confer any rights or privileges on the contractor, subcontractor or any other person/entity."

    The provisions of this section shall survive expiration or termination of this contract.

    A. AUDIT COST RECOVERY: If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision for LADWP reveals that LADWP overpayment to the contractor is more than five percent of the billings reviewed, the contractor shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the contractor to LADWP within fifteen (15) calendar days of notice to the contractor of the costs and expenses.

14. **PUBLIC RECORDS:** All documents submitted in response to the proposals will become a matter of public record and shall be thereupon considered public records. If a bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, the bidder represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act, *California Government Code* §§ 6250, et. seq. A bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise**,** may render the proposal nonresponsive and will be rejected. LADWP will not provide advice as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary."

    LADWP is not liable or responsible for the disclosure of records marked "Trade Secret," "Confidential" or "Proprietary," including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of LADWP or its Board, officers, representatives, assigns, successors, employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any bidder or member of the public shall be afforded access for inspection or copying of such proposals, by request made to LADWP in compliance with the California Public Records Act.

    The bidder shall agree to reimburse LADWP for, and to indemnify, defend and hold harmless LADWP, its Board, officers, representatives, assigns,

successors, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, causes of action, demands, fines, penalties, costs and expenses including without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to LADWP's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

Additionally, LADWP may request that the bidder directly defend any action for disclosure of any information marked "Trade Secret," "Confidential," "Proprietary," or otherwise.

15. **PARKING:** Parking is not available/provided to contractors at the John Ferraro Building at 111 N. Hope Street, Los Angeles, CA. LADWP will not reimburse parking receipts.

16. **MUNICIPAL LOBBYING ORDINANCE (applies to contracts greater than $25,000 and three months in duration):** The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than $25,000 and a term of at least 3months, shall complete, sign, and attach the City Ethics Commission's "CEC Form 50" (1 page) affidavit as part of their bid submittal. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the City Ethics Commission's website at https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf. Bids submitted without a completed "CEC Form 50" affidavit shall be deemed non-responsive. Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or http://ethics.lacity.org.

17. **BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS (applies to contracts greater than $100,000):** In accordance with the City of Los Angeles Charter Section 470 c (12) and related ordinances, bidders may not make campaign contributions to, and/ or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a bid to LADWP until either the contract is awarded or, for successful bidders, 12 months after the contract is executed. The bidder's principals and subcontractors performing $100,000 or more in Work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

If applicable to the solicitation and as a part of their bid submittal to LADWP, bidders shall complete, sign, and attach the City Ethics Commission's "CEC Form 55" (3 pages) affidavit. The affidavit requires bidders to identify their principals, their subcontractors performing $100,000 or more in Work on the contract, and the principals of those subcontractors. Bidders shall also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Bids submitted without a completed "CEC Form 55" affidavit shall be deemed non-responsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or http://ethics.lacity.org.

IV. PRE-APPROVED INSURANCE FILE WITH LADWP's RISK MANAGEMENT

LADWP will accept Acord Certificates of Insurance that are accompanied with the appropriate required policy endorsements. A certificate or a memorandum of insurance that is not accompanied or followed by a properly issued policy endorsement will not be acceptable.

For more information go to https://www.ladwp.com/doing-business-ladwp/vendors-and-bidders/risk-management .

CONTRACT INSURANCE REQUIRMENTS -- DEPARTMENT OF WATER AND POWER
For Contractors, Service Providers, Vendors, and Tenants

Agreement/Activity/Operation: Material/Services - Pre-approved vendors
Reference/Agreement: REQ #XXXXX - CERTIFICATE ACCEPTABLE w/scheduled endorsements
Term of Agreement: _____
Contract Administrator: _____ Pre-approval Program
Buyer and Phone Number: _____ TBD

- Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated.
- Firm 30 day Notice of Cancellation required.
- All required scheduled endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

PER OCCURRENCE LIMITS

(✓) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: ($1,000,000.00)
- (✓) CA / All States Endorsement
- ( ) Jones Act (Maritime Employment)
- (✓) Waiver of Subrogation
- ( ) Other: _____
- ( ) US L&H (Longshore and Harbor Workers)
- ( ) Outer Continental Shelf
- ( ) Black Lung (Coal Mine Health and Safety)
- ( ) Other: _____

(✓) AUTOMOBILE LIABLITY: ($1,000,000.00)
- (✓) Owned Autos
- (✓) Hired Autos
- ( ) Contractual Liability
- ( ) MCS-90 (US DOT)
- ( ) Waiver of Subrogation
- ( ) Any Auto
- (✓) Non-Owned Auto
- (✓) Additional Insured
- ( ) Trucker's Form
- ( ) Other: _____

(✓) GENERAL LIABILITY: ( ) Limit Specific to Project ( ) Per Project Aggregate ($1,000,000.00)
- (✓) Property Damage
- (✓) Premises and Operations
- ( ) Fire Legal Liability
- ( ) Corporal Punishment
- ( ) Watercraft Liability
- (✓) Waiver of Subrogation
- ( ) Marine Contractors Liability
- (✓) Contractual Liability
- (✓) Products/Completed Ops.
- ( ) Garagekeepers Legal Liab.
- ( ) Collapse/Underground
- ( ) Pollution
- ( ) Airport Premises
- ( ) Other: _____
- (✓) Personal Injury
- (✓) Independent Contractors
- ( ) Child Abuse/Molestation
- ( ) Explosion Hazard
- (✓) Additional Insured Status
- ( ) Hangarkeepers Legal Liab.
- ( ) Other: _____

( ) PROFESSIONAL LIABILITY: ( )
- ( ) Contractual Liability
- ( ) Additional Insured
- ( ) Waiver of Subrogation
- ( ) Vicarious Liability Endt.
- ( ) 3 Year Discovery Tail
- ( ) Other: _____

( ) AIRCRAFT LIABILITY: ( )
- ( ) Passenger Per Seat Liability
- ( ) Pollution
- ( ) Contractual Liability
- ( ) Additional Insured
- ( ) Hull Waiver of Subrogation
- ( ) Other: _____

( ) PROPERTY DAMAGE: ( ) Loss Payable Status (AOIMA) ( )
- ( ) Replacement Value
- ( ) All Risk Form
- ( ) Builder's Risk:$_____
- ( ) Transportation Floater:$_____
- ( ) Scheduled Locations/Propt.
- ( ) Actual Cash Value
- ( ) Named Perils Form
- ( ) Boiler and Machinery
- ( ) Contractors Equipment$_____
- ( ) Other: _____
- ( ) Agreed Amount
- ( ) Earthquake: _____
- ( ) Flood: _____
- ( ) Loss of Rental Income: _____
- ( ) Other: _____

( ) WATERCRAFT: ( )
- ( ) Protection and Indemnity
- ( ) Waiver of Subrogation
- ( ) Pollution
- ( ) Other: _____
- ( ) Additional Insured
- ( ) Other: _____

( ) POLLUTION: ( )
- ( ) Incipient/Long Term
- ( ) Waiver of Subrogation
- ( ) Sudden and Accidental
- ( ) Contractor's Pollution
- ( ) Additional Insured
- ( ) Other: _____

( ) CRIME: ( ) Joint Loss Payable Status ( ) Additional Insured ( )
- ( ) Fidelity Bond
- ( ) Employee Dishonesty
- ( ) Computer Fraud
- ( ) Other: _____
- ( ) Financial Institution Bond
- ( ) In Transit Coverage
- ( ) Commercial Crime
- ( ) Other: _____
- ( ) Loss of Monies/Securities
- ( ) Wire Transfer Fraud
- ( ) Forgery/Alteration of Docs.

( ) ASBESTOS LIABLITY: ( ) Additional Insured ( )

Insurance- (Pre-approved Vendors - LCJ

INSURANCE - GENERAL STATEMENT

It is the policy of the Los Angeles Department of Water and Power (LADWP) that upon the award of a contract, the successful bidder shall provide evidence of insurance that complies with the insurance requirements of the contract. Insurance requirements are explained in detail in the Invitation for Bid and the "Contract Insurance Requirements - Department of Water and Power" document, which specifically outlines the types and amounts of coverage required for this contract.

The successful bidder shall submit by way of the LADWP Risk Management Insurance Compliance System acceptable evidence of the required insurance from insurers acceptable to the LADWP within 30 calendar days of receiving an email request from LADWP Risk Management. The successful bidder shall maintain as current the required insurance coverage throughout the term of the contract. Said evidence of insurance shall be on file with the LADWP Risk Management Section in order for the successful bidder to commence work under the contract and in order to receive payment for services rendered or materials supplied under the contract.

For further information regarding these requirements, the successful bidder shall contact:

LOS ANGELES DEPARTMENT OF WATER AND POWER
RISK MANAGEMENT SECTION
Telephone: (213) 367-4674
Web: http://www.ladwp.com/riskmanagement

Insurance:

a. Additional Insured Status Required: The Contractor shall procure at its own expense, and keep in effect at all times during the term of this contract, the types and amounts of insurance specified on "Contract Insurance Requirements – Department of Water and Power" attached to these specifications. The insurance shall also by specific endorsement(s) attached to such policies, include, the City of Los Angeles, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds against the area of risk described herein as respects Contractor's acts, errors, or omissions in its performance of the contract, hereunder or other related functions performed by or on behalf of the Contractor. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor assumed under the contract.

b. Separation of Insured's Interest and Cross Liability Required: Each specified insurance policy, as applicable, shall contain a Separation of Interest and Cross Liability clause and shall apply separately to each insured against whom a claim is made or suit is brought and a Contractual Liability Endorsement which shall also apply to liability assumed by the insured under this Agreement with the LADWP.

c. Primary and Non-Contributory Insurance Required: All such insurance shall be Primary

and Noncontributing with any other insurance held by the LADWP where liability arises out of or results from the acts, errors, or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of the Contractor. Any insurance carried by the LADWP which may be applicable shall be deemed to be excess insurance and the Contractor's insurance is primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

d. Proof of Insurance for Renewal or Extension Required: The Contractor shall provide evidence of the required insurance no later than 10 calendar days after the expiration date of any of the policies required on the attached "Contract Insurance Requirements – Department of Water and Power" showing that the insurance coverage has been renewed or extended and shall be filed with the LADWP.

e. Submission of Acceptable Proof of Insurance and Notice of Cancellation: The Contractor shall provide proof to the LADWP's Risk Manager of all specified insurance and related requirements using either an Acord certificate of insurance along with any required scheduled endorsements, or using the LADWP's own endorsement form(s) or using other written evidence of insurance (i.e. self-insurance) acceptable to the Risk Manager. Any evidence of coverage provided shall be in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with the LADWP prior to Contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the scheduled endorsement for the LADWP was attached to a specific policy, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in a required coverage or non-renewal (other than for non-payment) except after written notice to the LADWP Risk Management Section (30) calendar days prior to the effective date thereof. The notification shall be sent by first class or electronic mail to:

The Risk Management Section
Los Angeles Department of Water and Power
Post Office Box 51111, JFB Room 465
Los Angeles, California 90051-0100
Email: Riskmanagement.Risky@ladwp.com

The proof of insurance shall be uploaded to **LADWP's Insurance Compliance System**, which can be accessed through the LADWP Risk Management website:

http://www.ladwp.com/riskmanagement

If assistance is required, the Contractor shall review the instructions on the website or contact Risk Management at:

Email: Riskmanagement.Risky@ladwp.com

f. Claims-Made Insurance Conditions: Should any portion of the required insurance be on a "Claims Made" policy, the Contractor, following completion of work and at the policy expiration date, shall provide evidence that the "Claims Made" policy has been renewed or replaced with a retroactive effective date to the policy in place at the inception of the contract and with the same limits, terms and conditions of the expiring policy.

g. Failure to Maintain and Provide as Cause for Termination: After prior notices have been provided, any failure by the Contractor to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the LADWP may immediately terminate or suspend the contract.

h. Subcontractor Compliance: The Contractor shall be responsible for all subcontractors' compliance with the insurance requirements with limits applicable to the scope of work/services being performed and in accordance with the Contractor's standard agreements with such subcontractors.

i. Specific Insurance Requirements: The Contractor shall provide the LADWP with coverages specified in the attached "Contract Insurance Requirements – Department of Water and Power."

GENERAL LIABILITY – ADDITIONAL INSURED ENDORSEMENT
CITY OF LOS ANGELES
DEPARTMENT OF WATER AND POWER

SAMPLE ONLY

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSUREDS**: The City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, the Department of Water and Power, their officers, agents, and employees are included as insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.
2. **CONTRIBUTION NOT PERMITTED**: Any other insurance maintained by the Department of Water and Power shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**: This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the insurer's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**: With respect to the interests of the Department of Water and Power, this insurance shall not be cancelled, materially reduced in coverage or limits, or nonrenewed unless thirty (30) days' prior written notice by receipted delivery is given to the City Attorney of Los Angeles addressed as follows: Office of the City Attorney, Water and Power Division, 111 N. Hope Street, Room 340, Los Angeles, California 90012.
5. **APPLICABILITY**: This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements in force with the Department of Water and Power unless checked here ☐, in which case only the following specific agreements with the Department of Water and Power are covered:
6. **MAILING ADDRESS**: Completed endorsements will be sent to the Department of Water and Power as follows:

   Los Angeles Department of Water and Power
   Risk Management Section
   P.O. Box 51111, Rm. 465
   Los Angeles, California 90051-0100

7. **CLAIMS**: Claims should be reported to:

   TYPE IN CLAIMS NOTIFICATION CONTACT INFORMATION (NAME, ADDRESS, PHONE)

Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

I, PRINT NAME HERE, (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company to this endorsement.

8. Signature: SIGN MANUALLY IN BLUE INK
   Authorized Representative *(original signature required on copy furnished to the City Attorney)*

   TITLE: PRINT TITLE OF PERSON SIGNING

9. ORGANIZATION: PRINT ORGANIZATION

   ADDRESS: PRINT ADDRESS

   TELEPHONE: PRINT TELEPHONE #

10. Coverage Includes (check as applicable):

☒ Broad Form Property Damage	☒ Contractual Liability
☒ Personal Injury	☐ Owned Automobiles
☒ Premises and Operations	☐ Non-owned Automobiles
☒ Explosion Hazard	☐ Hired Automobiles
☒ Collapse/Underground Hazard	☐ Pollution
☐ Watercraft Liability	☐ Employers Liability
☐ Garagekeeper's Legal Liability	☐ _____
☐ Incidental Medical Malpractice	☐ _____
☒ Products/Comp. Ops. $	Aggregate
☒ Independent Contractors $	Aggregate
☒ Fire Legal Liability	Sublimits

STANDARD REQUIRED COVERAGES

XCU AS APPLICABLE

11. Type of Coverage
    FILL IN TYPE OF COVERAGE AND APPLICABLE BOXES BELOW
    ☐ Occurrence ☐ Claims Made – Retroactive Date

12. Limits of Liability
    Occurrence $ AMOUNT
    Aggregate $ AMOUNT
    ☐ Aggregate Specific to

13. Policy Period
    From To
    PRINT POLICY TERM

14. ☐ Deductible ☐ Self-insured Retention (check which) of $ applies to coverage. ☐ Per Claim ☐ Per Occurrence
    ☐ Limits Include Defense Costs ☐ Deductible/Self-insured Retention Includes Defense Costs

15. Other provisions (use reverse side, if necessary):
    PRINT OTHER RELEVANT INFORMATION

16. Named Insured and Address:
    PRINT NAME AND ADDRESS OF INSURED JUST AS IS ON THE CONTRACT BETWEEN DWP AND YOUR INSURED

17. Insurance Company	18. Policy Number	19. Endorsement No.	20. Effective Date of Endorsement
PRINT EXACT NAME OF INSURANCE COMPANY	PRINT POLICY #	PRINT IF AVAILABLE	PRINT POLICY INCEPTION DATE

V. SIMPLIFIED PURCHASING PROGRAM (SPP) – PROGRAM GOVERNANCE

LOS ANGELES DEPARTMENT OF WATER AND POWER
SUPPLY CHAIN SERVICES

SIMPLIFIED PURCHASING PROGRAM (SPP) – PROGRAM GOVERNANCE

I. Introduction

The Los Angeles Department of Water and Power (LADWP) has established the Simplified Purchasing Program (SPP) to streamline one-time spot purchases of goods and services valued up to $25,000.

The program is designed to provide vendors with clear requirements, consistent expectations, and faster bid opportunities, while ensuring LADWP receives exactly what is requested by our internal customers.

SPP opportunities are advertised only in eRSP and are open exclusively to SPP certified vendors.

II. Program Features

The SPP operates on straightforward, uniform rules that ensure fast turnaround and clear evaluations:

1. Exact items only. All bids must match the manufacturer brand and part number requested.
2. No alternates, substitutions, or equal products permitted.
3. Provide your most competitive price, which must include shipping, freight, duties, and tariffs if applicable.
4. Provide your most competitive delivery time after receipt of order (ARO).
5. Awards are made to the lowest responsive and responsible bidder.
6. Pricing negotiations will not be conducted.
7. LBPP requirements do not apply to SPP opportunities.
8. Short Q&A period. Vendor questions must be submitted within 24 hours of the bid posting time.
9. Short protest period. Vendor protests must be submitted within 24 hours of the Final Recap posting time.
10. No samples, no job walks, no Insurance Safety Network (ISN), and no testing requirements.
11. Faster processing. 72-hour bid advertisement period.
12. Exclusive vendor participation. Only prequalified SPP vendors will receive SPP bid invitations in eRSP.

III. Vendor Prequalification Requirements

To participate in SPP opportunities, vendors must complete the SPP Vendor Application and meet the following requirements:

1. Acceptance of LADWP Short-Form Terms & Conditions
2. Completion of all Contract Compliance Forms:

a. CSO: Certification of Compliance with Child Support Obligations
b. W-9: Request for Taxpayer Identification Number and Certification
c. VAF: Vendor Authentication Form
d. BTRC: Vendor Registration Packet for a Business Tax Registration Certificate
e. RCCF: Recycled Content Certification Form (to be submitted at time of bid)

3. Approved insurance on file with LADWP Risk Management when bidding on service-related opportunities.
4. Active accounts in LADWP's electronic procurement system eRSP and the City of Los Angeles centralized public procurement portal RAMPLA.
5. SPP certification is valid for two years from the approval date.
6. Applications are accepted continuously, with approval decisions issued monthly.

IV. How to Apply

1. To begin the process, email SCS1Purchasing@ladwp.com with:
   a. Primary contact name
   b. Company name (matching W-9 or DBA)
   c. Email address
   d. Phone number
2. Submit the completed SPP Vendor Application and all required documentation. Incomplete applications will be returned to the vendor for clarification.
3. Certified vendors must be active in eRSP to receive SPP bid invitations and participate in SPP opportunities.

SPP Application & Review Timeline:

Application Type	Timeline Description	Example Timeline
Bids WITHOUT insurance	Application submitted during Month 1; reviewed and approved/denied by the end of Month 2; eligible for bidding in Month 3	Submit Jan 1 → Review complete Feb 28 (includes VAP if new) → Added to bidding list Mar 1
Bids WITH insurance	Application submitted during Month 1; reviewed and approved/denied by the end of Month 3; eligible for bidding in Month 4	Submit Jan 1 → Review complete Mar 31 (includes VAP and Risk Mgmt.) → Added to bidding list Apr 1
Incomplete applications	Missing or incomplete information pushes the review to the following month	Email questions to: SCS1Purchasing@ladwp.com

V. Vendor Responsibilities

SPP vendors are expected to uphold the following requirements:

1. Provide complete and accurate manufacturer names and part numbers.
2. Maintain required insurance when bidding on services.
3. Maintain active SPP certification, valid for two years from the approval date.
4. Understand that the LADWP Contract Administrator (CA) will evaluate vendor performance for each SPP award using a Contract Performance Evaluation (CPE) form.

5. Be aware that any performance issues identified by the CA will be documented on the CPE form.
6. Avoid repeat issues during the rolling 2-year certification period, including:
    a. Three documented delivery failures → suspension
    b. Three documented bid withdrawals → suspension
    c. Three documented contract performance violations → suspension
7. Suspensions last 12 months and require full reapplication to regain SPP certification.
8. Vendors must recertify every two years to remain eligible for SPP opportunities.

VI. Bid Requirements

1. Do not leave required bid fields blank (otherwise, the bid will be deemed non-responsive):
    a. Quantity
    b. Unit Price
    c. Item Description
    d. Manufacturer and Part Number
    e. Delivery Days After Receipt of Order (ARO)
2. Upload a completed Recycled Content Certification Form (RCCF) when bidding on materials (otherwise, the bid will be deemed non-responsive).

VII. Evaluation & Award

1. Awards are made to the lowest responsive and responsible bidder.
2. In the event of a pricing tie, the shortest delivery time after receipt of order (ARO) will be used as the tiebreaker.
3. Cash terms may be offered but will not be considered in the award evaluation.
4. Invitations for Bids (IFBs) that result in all bid responses being over $25,000 or require additional evaluation criteria will be rejected and re-bid via the regular competitive bid process.

VIII. Contact

For questions regarding the Simplified Purchasing Program:
Email: SCS1Purchasing@ladwp.com