



AGENDA REPORT

Meeting Date: October 15, 2013

Item Number: D-13

To: Honorable Mayor & City Council

From: Fred Simonson, Maintenance Operations Manager *FSS*
Craig Crowder, Fleet Manager *CC*

Subject: APPROPRIATE FUNDS FROM BUDGET UNIT 84, WASTEWATER FUND BALANCE, IN THE AMOUNT OF \$92,653.62 TO COMPLETE THE PURCHASE OF ONE (1) COMBINATION TRUCK, VACUUM WITH JETTER, GAPVAX MC1110

APPROVAL OF A PURCHASE ORDER TO PLUMBERS DEPOT, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$497,653.62 FOR PURCHASE OF ONE (1) COMBINATION TRUCK, VACUUM WITH JETTER, GAPVAX MC1110

Attachment:

1. Los Angeles County Purchase Order #PO-PW-12329135-1
2. Los Angeles County Bid Specification #932141.
3. Price Quote from Plumbers Depot, Inc.

RECOMMENDATION

Staff recommends that the City Council move to appropriate funds from Budget Unit 84, Wastewater Fund Balance, in the amount of \$92,653.62 to complete a purchase order to Plumbers Depot, Inc. in the not-to-exceed amount of \$497,653.62 for purchase of one (1) Combination Truck, Vacuum with Jetter, which is budgeted for purchase in FY 2013 / 2014 Budget Unit 84, Wastewater, Program 8405401 Vehicles.

DISCUSSION

This request is being submitted for the appropriation and purchase of a combination unit for the Wastewater Disposal Services program. The budget enhancement approved for fiscal year 2013 / 2014 for the purchase of this equipment contained shortfalls that were indicated by in depth specification review. Furthermore, this request proposes the elimination of one of the two mechanical rodder vehicles currently unable to meet the program goals thereby partially offsetting costs (by an estimated \$35,000.00) and avoiding excess fleet. The Combination Truck has an expected useful life of 20 years.

Currently the program does not have the appropriate unit to address significant sanitary sewer overflow obligations as promulgated via the General Waste Discharge Requirements. Specifically regulated are discharges such as Sanitary Sewer Overflows (SSO's). It is the responsibility of the city to prevent any SSO's through proper maintenances and rehabilitation. However, if they do occur we are required to contain and recover all SSO discharge from our system. The lack of a combination (i.e. vacuum and jetting) unit to address significant SSO's was highlighted as a deficiency by the Water Quality Control Board and EPA in an all-day field audit conducted on August 9, 2012. SSO's are recognized as a contributing factor to water quality impairment and play a more prominent role in both stormwater and wastewater regulations. Currently, staff uses a 350 gallon tank which is highly inadequate and inefficient and serves as a minimal capture-only device. A combination unit will allow for the straight suction of sewerage before it escapes a manhole, allow for down-stream cleaning activities post SSO's, and conduct mainline cleaning operations. Additionally, any excess vehicle capacity could support new National Pollution Discharge Elimination System (NPDES) Permit's catch basin maintenance obligations. This vehicle will also allow for the development of a well-defined catch basin cleaning schedule heretofore conducted on a sporadic basis through the use of manual labor. Combination units such as the one proposed (with 1,000 gallon water storage tank) will allow staff to access deep catch basins and boxes and simultaneously flush and vacuum debris. With a zero waste trash Total Maximum Daily Limit (TMDL), a catch basin cleaning schedule will help compliance.

After careful evaluation of various equipment proposals, including clarification of exceptions, staff determined that the proposal submitted by Plumbers Depot, Inc. for the GapVax MC1110 is the most responsible proposal, targeting not only the equipment design and function but also the piggy-back opportunity from Los Angeles County Bid Specification #932146 (Attachment 2).

FISCAL IMPACT

Plumbers Depot, Inc.'s proposal for the Combination Truck is detailed in Attachment (3). An overview of this purchase is as follows:

Vehicle description	Cost
One (1) new and unused 2013 Freightliner 114 SD cab & chassis mounted with a GapVax MC1110 vacuum body with jetter as specified in Attachment (2)	\$469,103.00
Beverly Hills Deletions:	\$24,625.00
Beverly Hills Additions:	\$930.00
Subtotal:	\$445,408.00
Tax (9%):	\$40,086.72
Tire Fee:	\$21.00
Subtotal:	\$485,515.72
Contingency:	\$12,137.90
(FOB City of Beverly Hills) Purchase Total:	\$497,653.62

Funding for this purchase is appropriated from Wastewater Fund Balance and the Fiscal Year 2013 / 2014 Council-approved budget:

Budget Unit	Program # / Description of Fund Source	Account #	Amount
84	8405401 / Vehicles	74110	\$405,000.00
84	Wastewater Fund Balance		\$92,653.62

Don Rhoads
Approved By



George Chavez
Approved By



Attachment 1



LOS ANGELES COUNTY
PUBLIC WORKS DEPARTMENT
PURCHASE ORDER

BILL TO: PUBLIC WORKS DEPARTMENT BILLING ADDRESS P.O. BOX 7508 ATTN. ACCOUNTS PAYABLE ALHAMBRA CA 91802-7508		ORDER NUMBER PO-PW-12329135-1		AWARD DATE 07/12/12	
VENDOR NAME, STREET, CITY, STATE, ZIP CODE: PLUMBERS DEPOT INC 3921 W. 139TH ST. HAWTHORNE CA 90250		ALL TERMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Contact: Anet Simonian Phone: 323-267-2215 Email: asimonian@isd.lacounty.gov			
DELIVERY DATE 06/06/13		FOB POINT FOB Destination, Freight Prepaid and Allowed		AGENCY REQ. NUMBER 932141	
DATE PRINTED 07/12/2012		VENDOR NO. 113464		CONTRACT NUMBER TOTAL AMOUNT OF ORDER \$510,149.51	
PROMPT PAYMENT TERMS		TERM 1 DISCOUNT: 0.00 DAYS: 30		TERM 2 DISCOUNT: DAYS: 0	
		TERM 3 DISCOUNT: DAYS: 0		TERM 4 DISCOUNT: DAYS: 0	
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	<p>NOTICE TO VENDOR: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING</p> <p>COMMODITY CODE: 070-51-00-0000000</p> <p>SUPPLIER PART NO: SALES TAX AMOUNT:</p> <p>DESCRIPTION: MAKE/MODEL: GAPVAX MC1109 VEHICLE - COMBINATION TRUCK (HYDRO & VACUUM), 6x4, 320 HP COMPRESSED NATURAL GAS (CNG) ENGINE, 6-SPEED TRANSMISSION - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>Prices are exclusive of federal excise tax. Exempt Certificate No. 95 7400 14K.</p> <p>Terms and conditions are in accordance with Solicitation RFB-IS-12201802.</p> <p>Delivery: 270 Days ARO</p> <p>ITEM NO.: 250R REQ:932141 FUND: B04 UNIT:49400 OBJECT: 6035</p>	1.00000	EA	\$469,103.000000	\$ 469,103.00 \$ 41,046.51
<p>VENDOR COPY</p>					
<p><i>Anet Simonian</i> COUNTY OF LOS ANGELES</p>					

RECEIVED
AUG 20, 2012

PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	<p>TRADE - IN TO BE SOLD AT A LATER DATE MUST BE ENCUMBERED BY JUNE 30, 2012</p> <p>ADDITIONAL SHIPPING INFORMATION :</p> <p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-12201802.</p>				

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**COUNTY OF LOS ANGELES
FEDERAL TAX EXEMPTION CERTIFICATE**

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By _____

This certificate is applicable only when signed by an authorized person.

TERMS AND CONDITION OF PURCHASE

- 1. CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
- 2. DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
- 3. INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices still not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.
- 4. PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.
- 5. PAYMENT TERMS:** Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.

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6. WARRANTIES: Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

7. CANCELLATION: Unless otherwise specified herein. County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.

8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10.0 CONFLICT OF INTEREST: 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

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13. **DEFAULT:** The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. **INVALIDITY, REMEDIES NOT EXCLUSIVE:** If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. **COMPLIANCE WITH LAWS:** The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives

16. **NONDISCRIMINATION:** By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000).

17. **FORCE MAJEURE:** Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority

18. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

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19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE: Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability. Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.

24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability, solely employees of the Vendor and not employees of the County. he Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.

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27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the, Vendor, either directly or through an intermediary, to any county officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award; amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW; The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/purchase Orders are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246(b).

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TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing county Department and Purchase Order or Contract Number
- F. Period of Time in which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including SUB-classification
- I. Hours Paid
- J. Rate of Pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing wage Scale Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.

D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm

Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

(415) 703-4810

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible. The County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed, decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors

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PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County. Contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject to the provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's d/or

Attachment 2



REQUEST FOR BID

SOLICITATION :
RFB-IS-12201802-1

INTERNAL SERVICES DEPARTMENT

BID DUE:
07/09/12 12:00:00 PM

Vendor No. **11346401**

RETURN BID TO ADDRESS BELOW
INTERNAL SERVICES DEPARTMENT
ISD CENTRAL PURCHASING
1100 N EASTERN AVENUE
RM 103 BID ROOM 1ST FLOOR
LOS ANGELES CA 90063

**Plumbers Depot Inc.
3921 W. 139th Street
Hawthorne, CA 90250**

BUYER : Anec Simonian
BUYER PHONE : 323-267-2215
DATE ISSUED : 06/29/12
REQ. DEPARTMENT : IS
AGENCY REQ. NO. : 932141
REQ. NO. : RON-PW-12032286
FISCAL YEAR :
SCHEDULED BEGIN DATE :
SCHEDULED END DATE :
NUMBER OF COMMODITY LINES : 1
PROCUREMENT FOLDER : 435133

932141 - COMB. TRUCK, HYDRO-VACUUM (250R) -SPECS-QUICK BID

TO BE COMPLETED BY VENDOR

- DELIVERY WILL BE MADE IN 270 THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
- CASH DISCOUNT 0 % 30 DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
- BID BOND ATTACHED: _____ CERTIFIED CHECK ATTACHED: _____ OTHER ATTACHMENTS: _____
- BID REFERENCE NUMBER: 932141 (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
- PLEASE REMOVE FROM THIS COMMODITY CODE: _____
- FEIN OR SOCIAL SECURITY# REQUIRED: 03-0500254

**** IMPORTANT ****

IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ [HTTP://CAMISVR.CO.LA.CA.US/WEBVEN/](http://CAMISVR.CO.LA.CA.US/WEBVEN/)

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER:

Plumbers Depot Inc.

TITLE:

President

DATE:

06-02-12

SIGNATURE OF BIDDER:
(MUST BE SIGNED)

STANDARD TERMS & CONDITIONS

REQUEST FOR BID

SO NO : RFB-IS-12201802-1

COMPANY NAME :

Plumbers Depot Inc.

BID DUE: 07/09/12 12:00:00 PM

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1. Responses to Requests for Bids are to be delivered to the County Purchasing Agent by 12:00 noon on the date set forth above, at which time the responses will be publicly opened and, if requested, publicly read. Responses to Requests for Quotations are to be delivered to the County Purchasing Agent by date and time set forth above. There will be no public opening or reading of these responses. (See title of this solicitation in top left-hand corner of this document.) Fax responses will not be accepted unless noted in writing. Any response received after the closing date/time set forth in the solicitation document will be considered late, non-responsive and will be returned to the responder, unless the County Purchasing Agent determines that it is in the best interest of the County to accept it.
2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.
3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product description and model number.
4. Bid each item separately. Prices must be stated in units specified hereon.
5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidder shall be solely responsible for understanding the specifications and requirements.
6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" mean calendar days.
7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.
8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidder shall provide either the serial number or its retailer's permit to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any Vendor. If Vendor is outside CA, the County will pay sales tax directly to the State.
9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.
10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.
11. If required, samples of items shall be furnished at no cost. Samples are not returnable; County will dispose of at its discretion. Unless specifically requested, bidders shall not submit samples. Cost of testing will be as stated herein.
12. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.
13. County shall not return bids for change/correction after receipt.
14. Insurance, surety and performance bonds shall be in the amounts set forth hereon.
15. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.
16. Bids must include employer's identification number as assigned by the U.S. Treasury Department.
17. If you do not bid, return this solicitation ("Request") and state reason, or if you do not respond or do not submit a bid for 3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.
18. Inspections and examinations or failure to so do is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-12201802-1	
COMPANY NAME : Plumbers Depot Inc.	BID DUE: 07/09/12 12:00:00 PM	PAGE 3

19. Changes or modifications to specifications or conditions to this Request shall only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.

20. The purchase, if any, resulting from the Request shall be governed by the County's terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.

21. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.

22. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).

23. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.

24. County reserves the right to negotiate price, terms and conditions with the selected vendor.

25. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.

26. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.

27. Community based enterprises are encouraged to bid. It is the County's policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.

28. All bids must include a complete "Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form" and "Attestation of Willingness to Consider Gain/Grow Participants Survey" attached hereto. Bids not including completed forms may, at county's option, be returned or the bidder may be required to provide complete forms prior to consideration.

29. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified community Business Enterprise owned businesses and/or entities.

30. Bidders are reminded to thoroughly review all solicitation documents.

31. Prior to bid award, County reserves the right to request clarification of any bid.

32. The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.

33. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website:
<http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm>.

34. Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

35. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

36. Bidder shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County's prior written consent.

37. Bidders/Proposers Adherence to County's Child Support Compliance Program
Bidders/proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

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ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:
TERMS AND CONDITIONS OF PURCHASE

1. **CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
3. **INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination.
4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., shall be allowed unless specified herein.
5. **PAYMENT TERMS:** Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.
6. **WARRANTIES:** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.
7. **CANCELLATION:** Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.
8. **HAZARDOUS MATERIALS:** Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.
9. **COVENANT AGAINST GRATUITIES:** Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.
- 10.0 **CONFLICT OF INTEREST:**
 - 10.1 No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.
 - 10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
11. **GOVERNING LAW AND VENUE:** This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.
12. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

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13. **DEFAULT:** The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. **INVALIDITY, REMEDIES NOT EXCLUSIVE:** If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. **COMPLIANCE WITH LAWS:** The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

16. **NONDISCRIMINATION:** By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000).

17. **FORCE MAJEURE:** Neither party will be liable for delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

18. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This purchase Order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. **MOST FAVORED CUSTOMER:** Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. **WAIVER:** No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. **ACCEPTANCE:** Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. **SPARE PARTS:** Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. **ENTIRE AGREEMENT MODIFICATIONS:** This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-12201802-1	
COMPANY NAME : Plumbers Depot Inc.	BID DUE: 07/09/12 12:00:00 PM	PAGE 6

24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.

27. COUNTY LOBBYISTS: The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall, require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafelyla.org for printing purposes.

31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance, with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.

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32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing County Department and Purchase Order or Contract Number
- F. Period of Time in Which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm
or
Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes No

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VENDOR'S RESPONSIBILITY AND DEBARMENT

A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County's policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Small Business website at: <http://www.laosb.org>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Proposers must attach the Local SBE Certification Letter to the Required Form - Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: <http://www.dqs.ca.gov/pd/home.aspx>

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Local Small Business Enterprise Preference Program

Instructions: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: <http://www.dgs.ca.gov/pd/home.aspx>

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) data base. Information about federal small business registration is available on the CCR website at: <http://www.ccr.gov> Certified small businesses must request the SBE preference in their solicitation response and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

FIRM NAME: Plumbers Depot Inc.

I AM NOT a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) or the federal CCR as of the date of this proposal/bid submission

I AM a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVen) Vendor Number is: 11346401

My Commercial and Government Entity (CAGE) code is: _____

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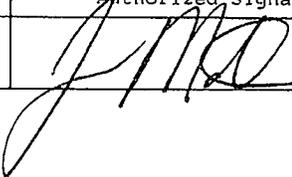
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CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

Agency name	Minority	Women	Dis- Advantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Jose Martin		President	

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COUNTY OF LOS ANGELES

BIDDER'S ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT - As a threshold requirement for consideration of a bidder for award of an Agreement, the bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders shall complete, sign, and return with their bid the form "Attestation of Willingness to Consider GAIN/GROW, Participant's" attached. Bidders who are unable to meet this requirement shall not be considered for award of an Agreement.

Bidder shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Bidder has a proven record of hiring GAIN/GROW participants and will continue to consider participants for any future employment openings.

_____ YES (SUBJECT TO VERIFICATION BY COUNTY) _____ NO

B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO

_____ N/A (Program not available)

Bidder Organization: **Plumbers Depot Inc.**

Signature:  Print Name: **Jose Martin**

Title: **President** Date: **06-02-12**

Tel. #: **310-355-1700** Fax #: **310-355-1711**

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PROHIBITION AGAINST USE OF CHILD LABOR

I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.

VENDOR SIGNATURE

06-2-12

DATE

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LOCKOUT/TAG-OUT PROGRAM FOR MACHINERY OR ELECTRICAL EQUIPMENT

For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker; a disconnected switch; a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a line valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.

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JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if; 1. the lesser number is a recognized industry standard as determined by the County, or 2. the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project.
2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

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COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name: Plumbers Depot Inc.		
Company Address: 3921 W. 139th Street		
City: Hawthorne	State: CA	Zip: 90250
Telephone Number: 310-355-1700		
Solicitation for (Type of Goods or Services): Combination Vacuum / Jetter Trucks		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My Business does not meet the definition of "Contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operations, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

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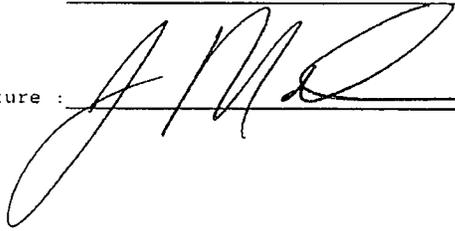
Part II: Certification of Compliance



My Business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Jose Martin Title: President

Signature:  Date: 06-02-12

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PRICES SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENTS BY CONTRACTOR

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babvsafela.org for printing purposes.

CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federal or State funded health care program?

- NO, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.
- YES, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars in detail below

Plumbers Depot Inc.

Printed Name of Vendor or Contractor

Jose Martin

Printed Name of Responsible Manager

Jose Martin
Signature

06-02-12

Date

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CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF SOLICITATION RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

Jose Martin

310-753-1110

Mike Martin

310-259-5542

NOTE: Persons signing on behalf of the Contractor/Vendor will be required to warrant that they are authorized to bind the Contractor/Vendor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this solicitation. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this solicitation process, the County shall reject this proposal.

Plumbers Depot Inc.

Name of Firm

Jose Martin

President

Print Name of Signer

Title

Signature

06-02-12

Date

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REQUIRED FORMS - EXHIBIT

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

Plumbers Depot Inc. California 2003
NAME STATE YEAR INC.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner.

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? _____ If yes.

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years:

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

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Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed - Minimum Mandatory Requirements of this Request for Proposal, as listed below.

List each minimum requirement

Check the appropriate box below:

YES NO 10 years experience, within the last _____ years

YES NO Willingness to consider hiring GAIN/GROW participant

YES NO Complies with the County's Child Support Compliance

YES NO Certifies intent to comply with County's Jury Service Program

YES NO Declares intent to comply with County's Living Wage Program

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgement and his/her judgment shall be final.

Proposer's Name:

Plumbers Depot Inc.

Address:

3921 W. 139th Street

Hawthorne , CA 90250

jose.martin@plumbersdepotinc.com

E-mail: _____ Telephone Number: **310-355-1700**

Fax number: **310-355-1711**

Plumbers Depot Inc.

Jose Martin

On behalf of _____ (Proposer's name), I _____ (Name of Proposer's authorized representative), certify that the information contain in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

President

Title

06-02-12

Date

03-0500254

Internal Revenue Service
Employer Identification Number

California Business License Number

11346401

County Vendor Number

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OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES

It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m..

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.

County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly schedule business days.

By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.

Plumbers Depot Inc.

Vendor's Company

3921 W. 139th Street

Hawthorne

CA 90250

Address

City

State & Zip Code

Jose Martin

06-02-12

Printed Name

Signature

Date

PROTEST POLICY FOR GOODS AND SERVICES SOLICITED BY THE COUNTY PURCHASING AGENT

General Authority

The County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.

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Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:

- Government Code 25501, et seq.;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

Review of Solicitation Requirements and Specifications

A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received no later than five (5) days prior to the closing date of the solicitation or as otherwise specified within the solicitation.

This request must itemize, in sufficient detail, each matter contested and one or more factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.). The Purchasing Agent will provide a written response to the requesting Vendor(s).

Bid Protests

In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:

Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.

1. Non-selected vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.
2. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution of the contract or purchase order to the selected vendor, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting vendor.
4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing Agent may delay the award of contract or purchase order until the matter is resolved.

There are, however, situations where the delay of an award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest.

5. In all cases, the County Purchasing Agent reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.
6. The Purchasing Agent will respond to all bid protests in a timely manner.
7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning County department for further clarification, and will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.

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Transitional Job Opportunities Preference Program

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. The preference only applies to solicitations where Transitional Job Opportunity participants will be employed for the services solicited. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the purchasing or contracting solicitation for which they are competing; has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

In accordance with the above stated criteria, I certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.

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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Bidder/Proposer/Contractor should carefully read the Defaulted Tax Program Ordinance which may be found in Los Angeles County Code, Title 2. Administration, Chapter 2.206 at

<http://ordlink.com/codes/lacountv/index.htm>

which is incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Each Bidder/Proposer/Contractor shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

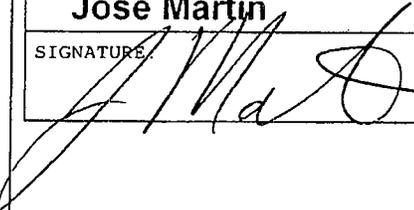
The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206;
- To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; and
- The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

COMPANY NAME: Plumbers Depot Inc.	
PRINT NAME: Jose Martin	TITLE: President
SIGNATURE: 	DATE: 06-02-12

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SUBCONTRACTING

The County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders shall assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

BID SUBMITTAL

Bidders shall submit with their bid, the SBE Subcontractor Information Form @ <http://doingbusiness.lacounty.gov/SBESubcontractorInformationForm.PDF>. Bidder shall complete this form in its entirety. Bidder shall list itself, the names and addresses of all firms to be used with a complete description of work supplies to be completed, provided by each subcontractor and the estimated dollar value.

REPORTING

The Final Report of Subcontracting Form @ <http://doingbusiness.lacounty.gov/FinalReportofSubcontractingForm.PDF> a summary report of subcontractors work/supplies, shall be submitted at the completion of the award.

Upon Completion of a Purchase Order, Vendor shall submit the Final Report of Subcontracting and Purchases Form within fifteen (15) working days.

If the award is a one year or more agreement, the Final Report of Subcontracting and Purchases Form shall be submitted on a quarterly basis.

The form shall be certified correct and accurate by signature of the bidder or its authorized representative.

The Final Report of Subcontracting and Purchases Form shall be submitted to the Office of Small Business at:
 Debbie Cabreira-Johnson
 Office of Small Business
 1100 N Eastern Ave 1st Floor
 Los Angeles, CA 90063
DCabreira@isd.lacounty.gov

ELECTRONIC CATALOG

The awarded vendor will submit a catalog of its entire product offering in an electronic format. The submitted electronic catalog shall be in the format prescribed in the ELECTRONIC CATALOG Clause which may be found at the website indicated below. Such submission shall be within the time frame mutually agreed upon between the County and awarded vendor.

http://doingbusiness.lacounty.gov/terms_and_conditions.htm

If awarded, I agree to submit an electronic catalog of my entire product offering, in the prescribed format and within the agreed upon time frame.

Plumbers Depot Inc.

Name of Company

Jose Martin

Name of Authorized Vendor Representative

Signature of Authorized Representative

06-02-12

Date

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****LICENSE INFORMATION****

EACH BIDDER MUST POSSESS A CURRENT DEALER'S LICENSE (INCLUDING AUTO BROKER'S ENDORSEMENT TO DEALER'S LICENSE, IF APPLICABLE) OR CURRENT AUTO BROKER'S LICENSE AND SHALL SUBMIT SUCH DOCUMENTATION WITH ITS BID. IN ADDITION, EACH BID SUBMITTED BY AN AUTO BROKER SHALL INCLUDE THE DEALER INFORMATION FROM WHICH THE VEHICLE WILL BE PURCHASED, ALONG WITH A LETTER FROM THE DEALER (ON THE DEALER'S LETTERHEAD) CONFIRMING THAT IT WILL FULFILL ANY AWARD ISSUED TO THE AUTO BROKER IN ITS ENTIRETY AND WILL BE RESPONSIBLE FOR MEETING ALL OF THE APPLICABLE SOLICITATION REQUIREMENTS AND SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO THE DELIVERY OF THE VEHICLE(S) TO, AND ACCEPTANCE THEREOFBY, THE REQUESTING DEPARTMENT.

ATTENTION: THIS IS A QUICK BID - PLEASE NOTE CLOSING DATE.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (LAST PAGE OF INVITATION FOR BID) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN NINETY (90) CALENDAR DAYS AFTER OPENING.

QUOTE PRICES EXCLUSIVE OF FEDERAL EXCISE TAX. IF TAX IS NOT APPLICABLE, SO STATE IN YOUR BID.

BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR SELLERS CERTIFICATE OF REGISTRATION-USE TAX. . FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:

SELLERS PERMIT # **AS 101-286486**

CERTIFICATE OF REGISTRATION # _____

IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE STATE BOARD OF EQUALIZATION AT WWW.BOE.CA.GOV OR CALL 1.800.400.7115.

QUOTE F.O.B. DELIVERED.

FREIGHT PREPAID AND ALLOWED

VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)

COUNTY: TAKES OWNERSHIP AT DESTINATION

EQUIPMENT OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

SPECIFICATIONS OF EQUIPMENT DESCRIBED HAVE BEEN DEEMED ADEQUATE TO SATISFY THE PERFORMANCE REQUIREMENTS OF THE REQUISITIONING DEPARTMENT. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE AN AWARD ON EQUIPMENT WHICH MEETS FUNCTIONAL NEEDS AND IS SUITABLE FOR THE SERVICE REQUIRED.

BIDDERS SHALL RETURN SPECIFICATION SHEET FULLY COMPLETED STATING ANY EXCEPTION TO SPECIFICATION IN LETTER FORM. FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

BIDDER MUST COMPLETE RIGHT HAND COLUMN OF ANY ATTACHED SPECIFICATION SHEET WHEN TAKING EXCEPTION TO A SPECIFIC ITEM. INDICATE SUCH EXCEPTION IN THE SPACE PROVIDED. IF QUOTING AS SPECIFIED ON AN ITEM, INDICATE IN THE SPACE 'AS SPECIFIED'.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ALTERNATE OFFERS WHEN THE POTENTIAL SAVINGS WILL NOT OFFSET THE COST TO TEST. DETERMINATION OF 'COST TO TEST' WILL BE AT THE SOLE DISCRETION OF THE COUNTY OF LOS ANGELES.

ONE AWARD WILL BE MADE BASED ON THE LOWEST TOTAL ACCEPTABLE OFFER.

PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY

SPECIAL TERMS & CONDITIONS

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AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT:

ON PARTS..... 1 Year
ON LABOR..... 1 Year

EACH EQUIPMENT ITEM AND RELATED WARRANTY SERVICE WILL BE AWARDED ON A LOT TOTAL BASIS.

ALL CHARGES, E.G., TRANSPORTATION, PACKING, INSTALLATION, MUST BE INCLUDED IN THE BID. NO CHARGES WILL BE ALLOWED UNLESS SPECIFIED IN THE BID.

DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

STATE MAKE AND MODEL YOU OFFER. Gapvax MC1109 DELIVERY TO BE MADE VIA FULL MOUNT TRUCK _____ OR RAIL X (CHECK ONE) STATE LOCATION OF FACTORY... Johnstown, PA QUOTE PRICE PER UNIT DELIVERED..... 469,103.00 Plus Tax

This solicitation IS NOT for a federally funded purchase. Only Local Small Business Enterprises certified by the Office of Small Business (OSB) are eligible for the Local SBE Preference.

PROCUREMENT RATED AS COMPLEX

PRICE SHEET

REQUEST FOR BID

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COMPANY NAME :

Plumbers Depot Inc.

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LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	<p>COMMODITY CODE: 070-51-00-0000000</p> <p>VEHICLE - COMBINATION TRUCK (HYDRO & VACUUM), 6x4, 320 HP COMPRESSED NATURAL GAS (CNG) ENGINE, 6-SPEED TRANSMISSION - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>ITEM NO.: 250R REQ:932141 FUND: B04 UNIT:49400 OBJECT: 6035 TRADE - IN TO BE SOLD AT A LATER DATE MUST BE ENCUMBERED BY JUNE 30, 2012 UNLESS SPECIFIED ELSEWHERE SHIP TO : FLEET MANAGEMENT FIXED ASSETS DOWNEY 11282 S. GARFIELD AVE. DOWNEY, CA 90242</p> <p>EQUIPMENT OFFICE</p>	1.00	EA	\$469,103.00	<p>\$469,103.00 <i>PLUSTAX</i></p>

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
FLEET MANAGEMENT GROUP
SPECIFICATIONS
SECTION A



FOR: COMBINATION TRUCK (HYDRO & VACUUM), conforming to the following specifications.

DEPARTMENT REQ. NO: RQN-PW-12032286 SPECIFICATION NO: 932141
QUOTATION NO: RFB-IS-12201802 BUDGET NO(S) 250R
MAKE: GapVax MODEL: MC1110
VENDOR NAME: Plumbers Depot Inc. BID PREPARED BY: Jose Martin
ADDRESS: 3921 W. 139TH ST. Hawthorne, CA 90250 PHONE: 310-355-1700
SPECIFICATION BY: Frank v. Solano APPROVED BY:

IMPORTANT NOTE:

This specification **MUST BE REVIEWED** with your bid quotation. Failure to return a completed specification **MAY VOID** your bid.

The "BIDDER'S RESPONSE" page should be attached to the specification stating compliance with or proposed alternatives to specified details.

The page number, paragraph, and line should be referenced when deviating from the specification and must be included. **Vendors are required to complete the right-hand column of this specification. If taking no exceptions to the stated specifications, indicate so by writing "As Specified" for each specification. If taking exception to a specification, indicate by listing the exception information based on your product offering".**

Bidders should note that specific warranty requirements are included in this specification.

This specification, when completed by the successful bidder & accepted by the County, becomes a part of the contract between the bidder & the COUNTY of LOS ANGELES.

LIQUIDATED DAMAGES:

All time limits stated in the purchase order shall be calendar days and are of the essence. Should the delivery not be completed on or before the time stipulated, Liquidated Damages: It is mutually understood and agreed that Vendor's failure to deliver on time [the equipment] will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such delay that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Vendor's breach. Therefore, in the event that [the equipment] is delivered late, it is agreed that County may, in its sole discretion, assess against Vendor liquidated damages in the amount of cost equal to the daily rental rate of the equipment specified, **SEVEN HUNDRED AND FIFTY DOLLARS [\$750.00]** per monitoring report for each day until County has been provided with [the required equipment]. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Vendor's failure to meet the delivery date for which an amount of liquidated damages is specified. The County's right to liquidated damages shall be in addition to and not instead of all other remedies available to County, contractually, in law or in equity.

Should the successful bidder be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the County or inability to obtain materials, equipment, or labor due to Federal government restrictions arising out of the defense or war program, then the time of completion shall be extended for such period as may be agreed upon by the County and the successful bidder.

Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of work waive liquidated damages which may accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the County reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

COMPLIANCE WITH SPECIFICATIONS:

Compliance with the requirements of these specifications shall be evidenced by the manufacturer's data sheets published prior to issuance of these specifications, a copy of which shall be included with and made a part of the bidder's quotation.

Any exception to these specifications shall be specifically noted in the "BIDDER'S RESPONSE" column, adjacent to the appropriate item.

A bidder furnishing the equipment described in these specifications shall furnish evidence of similar equipment which has been in successful operation for a period of not less than two years in the continental United States. The unit, as specified, shall be of current year manufacture and shall be the manufacturer's standard advertised production model built in accordance with the top standards of the industry.

Modifying the unit or accessories to meet these specifications shall be construed as not offering the manufacturer's standard production model.

Acceptance of this equipment by the Department shall not waive the responsibility of the vendor to provide a unit that is in compliance with the specifications as bid. No part or parts defective in construction or deficient in any of the requirements of these specifications will be considered as accepted in consequence of the failure of any employee of the Department to point out said defects prior to the acceptance of the equipment by the Department.

It is deemed the responsibility of the bidder, as an expert in his field, to evaluate these specifications and bid a unit that is fully compatible with current industry standards.

Any subcontractor or supplier of attachments to this unit MUST be listed on the bid adjacent to the appropriate section.

REFERENCES:

References are listed to indicate the specific type, quality, function and/or durability of the item or items required. Bidders may offer superior or an approved equal product or item. The County will make the final determination on comparability of items offered. If the item or items offered is not comparable, the bidder shall provide the item specified or an approved equal at no additional cost.

AWARD CONSIDERATIONS:

The right is reserved to purchase equipment that, in Department's opinion, represents the best overall value. Consideration will be given to price, performance, operation, and maintenance cost, history of user satisfaction, and safety of operation.

The County requires delivery of this (these) units as soon as possible; delivery exceeding 180 days may not be acceptable. Delivery time may be considered in the bid award. Please enter the number of calendar days needed for delivery of the complete order:

270 Days.

EXCEPTIONS:

Bidder may take exceptions to any part of this specification providing that a full and complete explanation of such exception is included in the bid.

ALTERNATIVES:

Bids on equivalent equipment will be considered provided that a full description and specification for the alternatives are submitted.

COMPATIBILITY OF COMPONENTS:

Bidder to guarantee that various component groups, including but not limited to, engine transmission and drive line-differential, to be compatible and allow the equipment/vehicle to perform in a safe and satisfactory manner.

PARTS AND SERVICE:

Due to emergency status of the Los Angeles County Department of Public Works, bidders to guarantee to maintain an adequate stock of spare parts.

If the bidder does not have spare parts available in the Los Angeles County area, it must be stated in the response column with estimated parts delivery time.

The bidder shall guarantee that parts prices will be as low as such parts are sold to any other user.

Vendor to guarantee that parts availability for this unit for a period of at least seven (7) years from date of manufacture.

IF VENDOR DOES NOT HAVE SERVICE FACILITIES IN LOS ANGELES COUNTY, approved major component service companies in the Los Angeles area, must be designated in the response column.

PRE-DELIVERY INSPECTION REQUIREMENTS:

The specified equipment/vehicle will not be accepted for delivery unless a pre-delivery inspection has been completed and approved by Public Works. To schedule a pre-delivery inspection appointment, contact (the Contract Manager) of Fleet Management Group at Los Angeles County Department of Public Works at (626) 458-7336 or (562) 869-9312 between the hours of 7:30 a.m. to 3:30 p.m. Monday through Friday. When awarded vendor request department representation that requires out of state travel, expenses other than meals and salary will be paid by the primary vendor. When out of state travel is requested, the awarded vendor must notify this (Department) office four (4) weeks in advance of the requested date. In addition to any other meetings, a final inspection will be conducted locally. At this meeting, Public Works division coordinator(s) will present a list of operators requiring training and the required criteria for user training will be established as well as a scheduled date for the training to be provided.

TRAINING & MANUALS REQUIRED:

Technician Training:

The awarded vendor is to provide 8 hours of technician training, for each unit (vehicle or piece of equipment) supplied.

Note: Multiple units delivered will require training for each unit, at its assigned location. One unit delivered will require only one training session.

Each training session shall be an eight (8) Hour session and include as many as two (2) Department of Public Works Power Equipment Mechanic (PEM) Technicians. Training is to be scheduled within 30 days of delivery of the equipment.

An offer to include manufacturers published technician training videos on DVD may be used to meet up to ½ of the 8 hour technician training time requirement.

Technician Training will be scheduled after the unit(s) begin service with the Department and must be conducted locally at the assigned DPW Maintenance facility. The Vendor may provide a facility for training, as long as it is within 10 miles of the equipments assigned shop facility location.

This unit(s) will be assigned to:

DPW Hollydale Shop
11282 S. Garfield Ave.
Downey, Ca. 90242

TRAINING & MANUALS REQUIRED:

Training is to cover all component systems included with the delivered unit, operations and preventative maintenance, along with service diagnostics, mechanical operation and service maintenance routines required by the manufacturer's recommendations, to maintain the terms of the new equipment warranty.

Examples of training topics include:

Topics tailored to the specific needs the unit along with late model changes to the product.

- The awarded vendor is responsible for providing Public Works a copy of the training materials in advance of the training session. Public Works will review the materials and provide the awarded vendor any required additions or changes to the material. The trainer shall send Public Works a completed sign in sheet for each training class that includes the printed names and signatures of all participants and trainees. These documents must be forwarded via certified mail to Fleet Management Group attn: Safety Coordinator, 900 S. Fremont Ave. , 7th floor, Alhambra, CA. 91802
- The awarded vendor shall provide a minimum of two (2) sets of operation AND two (2) sets of repair manuals, complete color coded wiring diagrams and complete hydraulic diagrams. These may be provided on Compact Discs that are suitable for use on Public Works' personal computers.

DEPARTMENT'S LOCKOUT/BLOCKOUT STANDARDS:

Capability for lockout must include an opening for a lock at the main disconnects switch and/or valves. The valves shall be lockable after being bled. If the equipment, as supplied by its original manufacturer, does not provided for this capability, it must be provided with the necessary hardware to meet these requirement without compromising any safety or operational features of the equipment or machinery. Additionally, any equipment or machinery offered shall include permanent labeling of all lockout points. Bidder shall describe, as part of the bid submittal, a functional lockout tagout standard operating procedure describing how equipment or machinery is to be locked out and where it can be tagged out. The lockout devices needed to adhere to the standard operating procedure must be provided with the equipment or machinery, and it should be included in the bid price. Vendor must comply with the above standards, otherwise perspective bidders will be disqualified from this solicitation.

BIDDER MUST INITIAL AND DATE : JM

INVOICES:

Vendor shall furnish the Department no-charge invoice for all work performed under warranty.

Each invoice shall itemize parts used and show all labor charges.

Invoices to be provided to the Department within seven (7) days of completion of repairs.

All invoices and billing to be mailed to: Los Angeles County Department of Public Works Fiscal Division, P.O. Box 7508 Alhambra, CA 91802-7508.

PAYMENT:

Payment will be with-held until the equipment /vehicle has been inspected and all terms of the specification have been completed.

The discount clock does not commence until the equipment has been accepted at our facility.

The Department will notify the vendor if any discrepancies are discovered or when the equipment meets specification and is accepted when possible.

LICENSE PLATES:

Vendor shall make all necessary applications and complete all transfer documents. The awarded vendor to procure the CALIFORNIA exempts license plates.

The registered owner shall be shown EXACTLY as out-lined below, on all documents where the registered owner is listed.

LA County Dept. Public Works
900 S Fremont Ave
Alhambra, CA 91802-1460

Vendor shall supply one (1) certified weight certificate for each unit delivered.

PERFORMANCE TEST:

A-Performance test at the expense of the bidder may be required for the purpose of final evaluation after the bids are received, to determine that the operating requirements of the Department of Public Works are met.

The date, time, site, and conditions of such test shall be selected by the Los Angeles County Department of Public Works.

REVISITS:

VENDOR SHALL INCLUDE IN THE BID PRICE (if requested), the cost of a revisit to the equipment approximately thirty (30) days after it is placed in service. The revisit shall include the following:

Check all operating systems for proper operation and adjustment.

Check equipment visually for leaks and material defects.

Vendor shall notify the Department at least twenty-four (24) hours prior to the revisits.

GENERAL:

The equipment covered by these specifications shall be new and complete with all standard equipment and accessories. Any item or accessory not mentioned in this specification, but required for operation of the unit, must be itemized and included in the bid. Any component identified as standard equipment must be furnished at no additional cost.

The equipment shall conform in all respects to the Division of Industrial Safety Orders Cal/OSHA and California South Coast Air Quality Management District (SCAQMD). Plus any other pertinent regulations. **Bidder is required to furnish proof of certification/compliance at time of receipt of chassis or equipment to the outfitter or dealership. NO EXCEPTION.**

This equipment shall meet or exceed noise emission limits applicable to Federal and Cal / OSHA requirements for operators on (8) hours operation without hearing protection.

All separate units shall be installed and connected for operation.

Bidder shall furnish complete information on the equipment to be furnished. Information must include published literature indicating all standard and optional features.

Only new, current production models will be considered.

INTENT:

To purchase a COMBINATION TRUCK (HYDRO & VACUUM), conforming to the following features and specifications.

As Specified

FUNCTIONS:

The machine shall be capable of removing stones, grit, grease, sludge and other debris from sewer and/or storm drain lines by the flushing action of high-pressure water.

As Specified

The high-pressure sewer cleaner shall operate independent of the vacuum system.

As Specified

The machine shall include an air conveying vacuum system to provide for the simultaneous removal of the debris flushed to the manhole by the high pressure water system or for the removal of debris from

As Specified

sewers, sumps, catch basins, digesters, wet wells, bar screens, etc.

As Specified

The machine shall be capable of being operated by one man, with all operating controls for high pressure water pump, hose reel, and vacuum, located at the front of the machine. This is an essential safety feature, no exceptions will be allowed; this unit shall meet all **California DOT requirements**.

As Specified

ATTENTION TO BIDDERS:

It will be the bidder's responsibility to carefully examine each item of the specification. Failure to respond to each section of the technical specifications "comply yes/no" section may cause the proposal to be "non-responsive". All variances, no responses, exceptions, and/or deviations shall be fully described in the appropriate section provided.

As Specified

CHASSIS SPECIFICATIONS:

2013 6x4 with approximately 201 Inch CAB to CENTER of REAR AXLES. WHEEL BASE approximately 269 INCHES to CENTER of TANDEM AXLE.

As Specified

BIDDER TO SPECIFY CA & WB ON RIGHT-HAND COLUMN.

CA 201 WB 269

ENGINE REQUIREMENTS:

Only a CNG Compressed Natural Gas engine certified as meeting Federal and State emissions shall be accepted.

As Specified

The CNG engine shall be equipped with an approved exhaust control device and must be vented through such a device that has been fitted at the time of vehicle purchase.

CNG ENGINE MIMIMUM 320 HP, 1000 lb-ft Torque @ 1300 RPM, # 2 Bell Housing.

As Specified

To include:

Gauge, Air Cleaner Restriction Air Cleaner Mounted
Air Cleaner with Vacuator, Remote Mounted.

As Specified

Cruise Control, Electronic
Engine Shutdown Electronic, Key Operated
Governor Electronic
Throttle, Hand Control, Electronic, on dash board
Engine Oil Drain Plug Magnetic
Oil Filter, Engine Spin-On Type
Damper , Crankshaft Viscous
Timer Idle Shutdown
CNG Fuel Filter Engine Mounted and labeled

As Specified

Engine Mounted Oil Check & Fill
Fan Drive: Automatic On/Off Type Control, with
Normally Closed Temperature Control. Fan Nylon.

As Specified

COOLING SYSTEM:

Radiator, Cross Flow, Series System; approximately
1300 sq in Aluminum Radiator Core and 1100 sq in
Charge Air Cooler.

As Specified

Antifreeze Shell Rotella Extended Life Coolant -34F
(-40C) or equal.

As Specified

Indicator, low coolant level with audible alarm

As Specified

Deaeration System with Surge Tank

As Specified

Radiator Hoses Premium, silicon Rubber

As Specified

Air Cleaner Single Element

As Specified

Charge Air Cooler, Heavy Duty , for Increased
Temperature and Pressure Capability for Engine

As Specified

TRANSMISSION, AUTOMATIC:

ALLISON 3000 SERIES, Close Ratio, 6-Speed, With
Override; on/Off Hwy; to include Oil Level Sensor,
with PTO Provision, Less Retarder, with 80,000-lb
GVW & GCW Max or Department Approved Equal.

As Specified

Lubrication shall be of extended life synthetic oil.

As Specified

FRONT AXLE:

(I-BEAM TYPE) Wide Track 22,000 lb. Capacity.
Axle bearings to be grease lubricated with steel dust

As Specified

caps.

As Specified

Steering Gear (2) (TRW THP – 60 with RCH – 45 auxiliary gear or Department Approved Equal) Dual Power

As Specified

REAR AXLE, TANDEM:

(ARVIN MERITOR RT44-145 or Department Approved Equal) Single Reduction 44,000 lb. Capacity; with Driver Controlled Locking Differential in Forward Rear & Rear Axles, with Lube Oil Pump and 200 Wheel Ends with Rear Axle Drain Plug. Gear Ratio: 5.86 or Department Approved Equal. Lubrications shall be of extended life synthetic oil in both axles.

As Specified

FRONT SUSPENSION:

Spring Multileaf, Shackle Type, Single Stage Spring: 23,000-lb Capacity, with shock absorbers. To include Springs pins bronze bushings, maintenance-free.

As Specified

Shock Absorbers: Front

REAR SUSPENSION TANDEM:

{Hendrickson Primax EX} or Department Approved Equal) 46,000 Lbs Rated. 54" Axle Spacing.

As Specified

Frame Rails: Shall be heat treated alloy steel (120,000 PSI Yield: 7/16" X 3-9/16" X 11-1/8" with full 1/4" Full "C" Channel reinforcement.

TIRE FRONT:

(2) 425/65R 22.5 G287 HSS (Goodyear or Department Approved Equal) 485 Rev/Mile, Load Range L, 20 Ply.

Good Year

TIRE REAR:

(8) 11R 22.5 Unisteel G177 MAS (Goodyear or Department Approved Equal) 485 Rev/Mile, Load Range H, 16 Ply.

As Specified

WHEELS:

WHEELS, FRONT DISC; 22.5" Aluminum wheels with dura bright finish, 10-Stud (285.75 MM BC) Hub

As Specified

Piloted, Flanged Nut. Metric Mount, 8.25 DC Rims;
with Steel Hubs

12.25 DC Rims

Shall Include: Wheel Seals, front grease lubricated,
Includes Wheel Bearings. Front Wheels Aluminum.

As Specified

WHEELS, REAR DUAL DISC; 22.5" Aluminum
wheels with dura bright finish, 10-Stud (285.75 MM
BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC
Rims; with Steel Hubs. Rear duels shall have "bud
nuts".

As Specified

All wheels shall have loose lug nut indicators.

As Specified

Two spare wheels with tires mounted (one same as
front axle and one same as drive axle).

As Specified

BRAKE SYSTEM:

Air dual system for straight truck applications.

As Specified

Shall Include The Following:

Air compressor air shall be drawn from the air cleaner
assembly.

As Specified

Brake lines: Reinforced Nylon, fabric Braid and wire
Braid Chassis Air Lines.

As Specified

Dust Shields, Front and Rear Brakes.

As Specified

Slack adjusters automatic, Front and Rear.

As Specified

Parking Brake Valve, Color-Coded Yellow Knob,
Located on Instrument Panel.

As Specified

Spring Brake Modulator Valve.

As Specified

Gauge, Air Pressure Located in Instrument Cluster
Air 1 and Air 2 Gauges.

As Specified

Brakes, Front, Air Cam 16.5 X 6" to include 24 Sq in
Long Stroke Chambers.

As Specified

Brakes, Rear, Air Cam 16.5 X 7.0" to include MGM
TR3030 or equal Long Stroke Brake Chamber and

As Specified

SECTION B

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BIDDER'S RESPONSE

Heavy Duty Spring Actuated Parking Brake on both axles.

As Specified

Air Brakes ABS (Bendix Antilock Brake System or Department Approved Equal) Full Vehicle Wheel Control System (4-Channel). ABS computer must include self diagnostic module.

As Specified

Air Dryer (Bendix ADIS with spin on filter or Department Approved Equal) With Heater.

As Specified

Air Compressor: Minimum 18.5 CFM Compressor or Department Approved Equal.

As Specified

Fiber Braid Parking Brake Hose Mount or Department Approved Equal.

As Specified

Drain Valve (Berg or Department Approved Equal) BW DV-2 Auto drain valves on all tanks.

As Specified

Asbestos Front Brake Lining.

Non Asbestos

Reinforced Nylon, Fabric Braid & Wire braid Chassis Air Lines.

As Specified

EXHAUST SYSTEM:

Single, horizontal muffler with right hand mounted vertical exhaust stack. An aluminum shield shall be installed over exhaust pipe on outside of chassis frame.

As Specified

CNG FUEL SYSTEM:

RH & LH Fuel Tank Fills shall be supplied.

As Specified

75 Diesel Gallon Equivalent Compressed Natural Gas Fuel Tanks. CNG fuel tanks shall be mounted at back of cab. Stacked transverse mounting at back of cab for CNG tanks with painted shielding.

As Specified

As Specified

Plain step finish

As Specified

CNG parker Hannifin type RH & LH filler receptacle and dust cap.

As Specified

Natural Gas Fuel heating system.

As Specified

Single CNG fuel line with in-line solenoid rubber flexible fuel line-CNG service.

As Specified

ELECTRICAL SYSTEM:

Vendor shall install a positive load disconnect with a cab mounted control switch mounted outboard to driver's, seat left side below entry area.

As Specified

12-Volt, Standard Equipment.

As Specified

To include the following:

As Specified

BATTERY: (3) Maintenance-Free, 12 volt 1850 CCA Total or Department Approved Equal.

As Specified

Battery box, steel with Fiberglass Cover, Mounted left side, under Cab. Lockable.

As Specified

Alternator (Bosch LH160 or Department Approved Equal), Brushless with remote battery volt sense Type; 12 Volt minimum 160 AMP. Capacity, Pad Mounted.

As Specified

Turn signal switch, Self-Canceling, Headlight Dimmer (with Flash-to-pass Feature).

As Specified

Headlights (2) Sealed Beam Halogen, round, with chrome plated bezels.

As Specified

Parking Light, integral with front turn signal and rear tail light.

As Specified

Stop, Turn, Tail & BU Lights Dual, and (Truck Lite or equal) super 44, with LED bulbs for stop, turn & tail lights and truck lite super 40 for backup lights, with power module. All lighting shall terminate at a watertight junction box.

As Specified

Turn Signals, Front Flush Mounted include Reflectors and auxiliary Side Turn signals; vendor shall install additional mid-ship turn signals for right and left sides

As Specified

of unit and to include Solid State Flashers.	As Specified
Data Link Connector in Cab For Vehicle programming and Diagnostics.	As Specified
Windshield Wipers Single Motor, Electric, Cowl Mounted.	As Specified
Windshield Wiper Switch 2-Speed Integral with Turn Signal Switch with Wash and Intermittent Feature.	As Specified
Soft cruise control.	As Specified
Wiring, Chassis Color Coded and Continuously Numbered. Power Source lighter and cigar lighter.	As Specified
Power Source lighter and cigar lighter.	As Specified
Body Builder Wiring shall extend to the end of Frame, to include Loomed and Sealed Connections for Tail/Amber, Turn/Marker/Backup/Accessory,	As Specified
Power/Ground and Sealed Connector for Stop/Turn.	As Specified
Stereo Radio, Am/Fm CD with MP3 socket to Include Multiple Coaxial Speakers Package.	As Specified
Dual Horn, Air Accommodation Package.	As Specified
The entire module electrical system shall be vapor sealed to eliminate moisture damage. All wiring shall be color-coded, labeled and run in sealed terminal enclosures.	As Specified
All module circuits shall be protected by circuit breakers.	As Specified
Clearance lights and reflectors shall be furnished in accordance with D.O.T requirement.	As Specified
All lighting shall be manufactured by Public Safety Equipment or Department Approved Equal.	As Specified

Total of Eight Strobe Lights shall be installed:
(2) Front Strobe Lights
(2) Rear Strobe Lights.
(4) Side Mounted Strobe Lights.

As Specified

Front amber strobe lights shall be mounted to front grill.

As Specified

Boom flood lights.

As Specified

Arrow stick

As Specified

Back-Up Alarm electric, 102 dBA.

As Specified

Vehicle reversing aid. Reference: Bak-talk Voice System Model IV or Department Approved Equal. System shall be installed through a water tight junction box.

As Specified

Starter Motor (Leece-Neville MS2 or equal) 12-Volt; less Thermal Over-Crank Protection.

As Specified

Circuit Breakers, Manual-reset (Main Panel) SAE Type 111 With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

As Specified

Vendor shall supply and install manual control Flood Lamps; Work lights; Front and Rear of vehicle. Exact location to be determined at time of pre-build inspection.

As Specified

BODY:

Fender Extensions, Injection Molded TPO Front End, Tilting, Fiberglass, and With Three Piece Construction with stationary grill to clear Jetter reel.

As Specified

Paint Type, Base Coat/Clear Coat, 1-2 Tone

As Specified

Label, Emissions, Fuel Economy and Noise

As Specified

Front Bumper, Steel with plastic ends if available
Front Bumper Tow Hooks

As Specified

CAB:

Conventional Aluminum

As Specified

Shall Include:

Clearance Marker Lights (5) Flush Mounted

As Specified

Arm Rest (2) Molded Plastic, Smoke Gray, One Each door

As Specified

Flooring Covering; Rubber Black

As Specified

Coat Hook; Located on Rear Wall, Centered Above Rear

As Specified

Power Operated Windows

As Specified

Grab Handle; Cab interior (1) "A" Pillar Mounted, Pass/Side

As Specified

Grab Handle, Cab Interior (2) "B" Pillar Mounted, One Each Side

As Specified

Step (2) Two Steps Per Door

As Specified

Glass, All Windows Tinted

As Specified

Gauge Cluster, English With English Electronic speedometer Display, Miles, Trip miles, Engine Hours, fault code readout.

As Specified

Warning System; Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible) ESC PROG, IP Cluster Display (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Steering Column, Tilt Telescopic.

As Specified

Steering Wheel 2-Spoke, 18" Diam, Black.

As Specified

CNG Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level.

As Specified

DRIVER SEAT: (Bostrom T910 or Department Approved Equal) Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, with 2 Position

As Specified

Front Cushion Adjustment, -3 to + 14 Degree Seat Back Adjustment, Single Chamber Air Lumber Support.

As Specified

PASSENGER SEAT: (Bostrom T910 or Department Approved Equal) Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, with 2 Position Front Cushion Adjustment, -3 to + 14 Degree Seat Back Adjustment, Single Chamber Air Lumber Support.

As Specified

MIRRORS: (2) Rectangular, 7.44" X 14.84", Brackets Breakaway Type, with 102" Wide Spacing, with 8" Round Convex Both Sides

As Specified

INSTRUMENT PANEL: Center Section, Flat Panel

As Specified

AIR CONDITIONER: shall include Integral Heater and Defroster. Refrigerant = Hydro fluorocarbon HFC-134A, Fresh Air Filter, Heater Hoses (Premium)

As Specified

Fresh Air Filter for HVAC

As Specified

Door Storage Pocket, Molded Plastic, Smoke Gray, Full Width, Mounted on Passenger Door

As Specified

Cab Interior Trim Deluxe: Shall include the following:
Forward roof mounted console with upper storage compartment. Center, Storage console to be mounted on back wall.

As Specified

"A" Pillar Cover Molded Plastic, Smoke Gray Headliner, Printed Cloth.

As Specified

Instrument Panel Trim Molded Plastic, Drawbridge Gray with Black Center Section, Hidden Cup Holder and Ash Tray (Pull Out)

As Specified

Dome Light, Cab Rectangular, Center Mounted, and Integral to Console Door Activated.

As Specified

SUN VISOR; (2) Padded Vinyl Integral to Console Door Activated.

As Specified

Door Storage Pocket, Molded Plastic, Smoke Gray,

As Specified

Full Length,; Driver Door

As Specified

CAB INTERIOR TRIM PANELS; Molded plastic, Full-Height; All Exposed Interior Sheet Metal is Covered

As Specified

DOOR TRIM PANELS (2) Molded Plastic, Driver and Passenger Doors

As Specified

CAB REAR SUSPENSION; Air Bag Type

As Specified

Main Fresh Air Inlet & Main Recirculation Filters

As Specified

Cab Door Latches with Power Door Locks

As Specified

DEBRIS TANK:

Debris tank shall have a minimum usable liquid capacity of 10 cubic yards

As Specified

Debris tank shall be equipped with interconnect for additional water supply.

As Specified

The body shall be round for maximum strength and constructed of 1/4 inch Astm A-240 type 304L Stainless Steel with dished forward tank head and a full vertical and horizontal dished rear door. Bidder shall submit a letter specifying the type of steel used for construction.

As Specified

304L Stainless Steel

Material shall enter the tank through a top mounted air-backed debris chute to reduce wear.

As Specified

The debris shall not strike the back door as it enters the tank.

As Specified

An under the frame ladder shall be provided for access to rear of unit. The ladder shall be a slide under type and shall meet CALOSHA regulations for steps and hand hold handles.

As Specified

An access ladder shall be mounted on the tank with a quick opening cleanout and sampling hatch located on top of the transition air backed elbow. The ladder access area shall have provision for a safety harness tie-off.

As Specified

The rear door shall be full opening, hinged at the top (hinges shall be adjustable) with a minimum 6" diameter liquid drain for removing excess liquids. The drain shall be equipped with a butterflyvalve installed at the opening.

As Specified

Drain will have 25' feet of layflat hose; vendor shall make accommodations for layflat storage rack.

As Specified

Vendor shall include storage rack for (25') drain hose, location of storage rack shall be determined at time of pre-build meeting.

As Specified

The Debris Body will be supplied with a debris deflector shield located inside the debris tank that encompasses 50% of the tank. The debris deflector shield shall also act as a liquid load baffle of the debris body. A rear door safety prop shall be provided.

As Specified

There shall be no hydraulic components located *inside* of the debris tank.

As Specified

The rear door shall be equipped with independent, fully adjustable, hydraulic locks and an independent open / close hydraulic cylinder. Each lock shall operate with an independent hydraulic cylinder. The hydraulic locks shall be controlled by a hydraulic cylinder system externally mounted for ease of service. Each lock shall be fully adjustable. The debris body and rear door shall have safety props.

As Specified

The rear door shall have a full inside perimeter ½ inch stainless steel sealing ring and seal against a self-compensating neoprene gasket.

As Specified

The debris tank shall have an externally mounted hydraulic 3" inch trash pump for offloading liquids.

As Specified

Rear door shall be activated hydraulically (open). A double acting power up/power down hydraulic mechanism shall be provided to raise body to a 50° angle.

As Specified

The debris tank shall be mounted to a full-length sub frame, utilized with the debris tank to provide for resistance to twisting and distortion.

As Specified

The debris tank shall have a minimum of 15 year warranty against rust, corrosion, distortion or cracking. Copy of warranty statement is to be enclosed with the bid.

As Specified

The lift capacity of hydraulic cylinder shall be 56,000 lbs.

As Specified

Dump controls shall be located curbside on the mid-ship of the unit, forward of the dumping area for operator safety. A manual override system shall be provided in case of system failure or emergency.

As Specified

The tank shall be equipped with an internal automatic stainless steel float shutoff device and an external indicator supplied to show when body is loaded to capacity.

As Specified

All hydraulic operation via rear mounted pendant control with 25' of cable shall be made available.

As Specified

VACUUM SYSTEM:

The vacuum system shall incorporate a Rotary Positive Displacement "Roots" or Department Approved Equal type vacuum pump with a capacity of approximately 4500 CFM air flow and approximately 218 water column inches (or 16" Hg) of pure vacuum. Blower shall be mounted on four 3 1/2" inch thick rubber vibration isolation mounts (if required by design). The split-shaft power take off transfer case gear box shall have approximately 500 Hp, 1475 lb-ft minimum output shaft rating.

As Specified

A means of starting, stopping, and varying the vacuum suction from operator station at the front of the machine must be provided.

As Specified

The vacuum system shall include a vertical cyclone separator with a minimum dimension of 24" Wide X 65" Tall. The cyclone separator shall have a quick removal cleanout and inspection ports on both the air inlet and air exit points on the top of the unit.

A collector box with cleanout port shall be installed at the bottom of the cyclone. An additional quick opening clean out hatch shall be installed at the bottom of the air duct from the cyclone to the vacuum pump. Installed in the cyclone shall be a removable micro-strainer basket capable of separating 50 micron or coarser material and an external air operated 6" vacuum relief valve controlled from the operators' panel and remote pendant control. Note: An Automatic Vacuum Breaker may be acceptable for the external air operated 6" vacuum relief valve controlled from the operator's panel and remote pendant control.

As Specified

The vacuum pump shall be direct coupled to the transfer case without the use of belts of any kind. The chassis engine shall provide the power for the pump with vibration isolation mounts installed at the blower and transfer case. Vendor shall supply (4) 3-inch Kunkle vacuum relief valves installed at the blower inlet and set to crack at 16" Hg of vacuum.

As Specified

Bidder to supply with bid proposal a drawing showing airflow through the system and separator.

As Specified

Bidder to supply with bid proposal a *certified* performance graph showing CFM, vacuum in inches of mercury and horsepower requirements of PD blower systems being supplied. Failure to supply performance graph **MAY VOID** vendor's bid.

As Specified

The PD blower system must be capable of producing 50% vacuum with no airflow. This is an essential feature in the application where material needs to be vacuumed under the water surface, i.e. lift stations, plugged manholes, etc.

As Specified

System must be capable of developing approximately 218" of vacuum without special attachments and approximately 16" Hg-Mercury. A manometer test may be required to demonstrate the PD blower compressor system performance.

As Specified

The PD blower shall have a five-year replacement

As Specified

warranty.

If pro-rated so state: non pro-rated

VACUUM PICK UP HOSE:

Shall be front loading, attached at the front of the machine in order to provide ease of positioning the machine over the manhole, as well as afford maximum safety for the operator.

As Specified

The 8" diameter hose will be mounted on a boom that will provide a minimum of 18' vertical lift utilizing *dual* hydraulic cylinders and maximum 180 degrees of boom rotation powered hydraulically for non-interrupted smooth movement. Boom to have a lift capacity of 1000 lbs. at the front bumper.

As Specified

The boom shall be powered by a hydraulic system: up/down by dual lift cylinders. The right/left movements shall be hydraulics.

As Specified

Control of the boom shall be by means of a "joy-stick" control at the operator's station, requiring no cables at operator's feet for boom operation. A 6-way remote pendant station will also be supplied.

As Specified

A manual override system shall be provided in/out, right/left, and up/down functions in case of system failure.

As Specified

The boom shall hydraulically telescope/articulating approximately 10' forward from the front operator's station. The height of the pickup hose shall not change while the boom is being telescoped. There shall be an extended boom length of approximately 26 feet from centerline of unit.

As Specified

A boom coverage chart shall be submitted with vendor's bid showing the reach capability in front of the vehicle and the total coverage of the telescopic function.

As Specified

Boom shall have a full width steel protection rack mounted to the sub-frame, it should be installed to provide a boom rest, to protect the cab and to prevent bouncing.

As Specified

Note: A boom tie down storage design that prevents cab contact is acceptable.

As Specified

VACUUM PICK UP HOSE EXTENSIONS:

Pipe extensions to clean to 20.5' will be carried on the truck as follows:

1-6.5' nozzle.

1-6' aluminium pipe extension.

1-5' aluminium pipe extension.

1-3' aluminium pipe extension.

As Specified

TANKS:

The tank(s) shall be mounted above the chassis frame rails to provide a flooded inlet for the water pump as well as protection from road debris damage.

Note: DPW may consider having the water tanks mounted at/below the chassis frame rails if the vendor can provide information that explains the advantages of with this method.

As Specified

The water tanks shall be cylindrical in design and constructed of 3/16", ASTM A-240, Type 304L stainless steel with stainless steel dished heads. Stainless steel will help to eliminate rust, corrosion, and stress cracking. Vendor shall indicate type of stainless steel to be utilized.

Note: Aluminum, Stainless Steel, and Polyethylene water tanks may be acceptable.

As Specified

304 L Stainless Steel

The water tank shall be equipped with non-corroding baffles.

As Specified

A tank interconnect with the debris tank shall provide for simultaneous filling of the water, and debris tank for jetting purposes. An isolation valve shall allow water in the debris tank to be depleted without affecting the water storage. A stainless steel 40 mesh filter screen element shall be installed between the pump and the tank interconnects.

As Specified

The water tank shall be equipped with a fill system using standard fire hose fittings, an approved anti-siphon air gap, and be plumed to the curbside of the tank.

As Specified

WATER SUPPLY:

The water tank shall have a minimum usable capacity of 1100 U.S. gallons.

As Specified

A 2-1/2" diameter x 25' long hydrant hose with hydrant wrench shall be supplied on the unit.

As Specified

Quick removal hatches shall be provided on all water tanks for access for flush out, to fill tanks, or to add chemicals to the water tank.

As Specified

A sight gauge to indicate water level shall be located within sight of the operator station.

As Specified

The water tanks shall have a 15-year replacement Warranty. Bidder must supply copy of warranty for water tanks with their bid proposal.

Life Time Warranty

HIGH PRESSURE WATER PUMP:

The high-pressure water pump shall be rated to deliver smooth continuous pressure and flow through the entire flow range of the pump. The water system shall include a multi-flow pressure control system to allow the use of various nozzles with different flow ratings and shall have the capability to compensate the water flow infinitely from 0 to the maximum output of the pump.

As Specified

The high-pressure system shall have smooth continuous flow for both, high-pressure system and handgun system.

As Specified

System shall have an **adjustable** flow from 0 to 80 with a maximum of 80 g.p.m. at 2500 p.s.i. High-pressure relief valves shall be provided for both the high-pressure system and handgun system.

As Specified

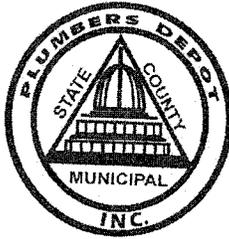
The water pump shall operate independently of the vacuum system and be powered by main chassis engine via a mounted PTO.

As Specified

The high-pressure water pump *drive* system shall carry a 5-year replacement warranty.

As Specified

Attachment 3



Address:
3921 West 139th Street
Hawthorne, CA 90250

Phone: (310) 355-1700
Toll Free: (866) 422-2156
Fax: (310) 355-1711
Web: www.plumbersdepotinc.com

September 27, 2013

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210

To Whom It May Concern:

Plumbers Depot Inc. will honor the same Equipment Price to City of Beverly Hills, as it was sold to Los Angeles County Public Works Department with Additions and Deletions.

The unit will be offered at the same price as purchased by Los Angeles County Public Works Department on Solicitation #RFB-IS-12201804, Purchase Order Number: PO-PW-12329136, Price 469,103.00.

Addition:

Transmission Warranties 3 to 5 Years 930.00

Deletions:

Tank Inter-Connect with debris tank (must also select A2)	770.00
Extra Sight Tube	215.00
5 years non-prorated vacuum pump (blower) warranty against defect in materials and workmanship	5,320.00
50' X 1/2" Hand gun reel, Retractable with 50' X 1/2" Hose-HX Syst.	1,010.00
Water pump drive system warranty	4,000.00
Add locks and body /up down to 50' pendant	750.00
Electrical switches mounted on curb side-dump control switches On curbside box	2,500.00
Water pump low engine speed engage control box (Chelsea or Murphy)	250.00
Traffic Cone Holder-to hold 12 cones	155.00
Traffic Cones Holder to hold 13 cones	155.00
On Board Scale-Kilo Load System	2,500.00
Loose Lug Nut Indicators	150.00
Battery box lock	150.00
Stow Away Ladder mounted under tube tray	200.00
Delete Lumber Jack only	6500.00

Total Price: for City of Beverly Hills \$445,408.00 plus \$40,086.72 California sales tax.

Grand Total for City of Beverly Hills: \$485,494.72

Any questions please contact Jose Martin at 310-753-1110.

Sincerely,

Jose Martin

Jose Martin