

(When required)

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LOS ANGELES DAILY JOURNAL

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Angelo Sarao
LAUSD/PURCHASING
8525 REX ROAD
PICO RIVERA, CA - 90660

DJ#: 1451653

NOTICE INVITING BIDS FOR MATERIAL OR SERVICES

Notice is hereby given that the Board of Education of the City of Los Angeles will receive bids for furnishing the following materials or services to the Los Angeles City School District in accordance with Bid and Contract Conditions and Specifications on file in the Procurement Services Center, 8525 Rex Road, Pico Rivera, California 90660. Bid will be available online only at <http://contracts.lausd.net/vendors/>.

CONTINUING CONTRACTS

IFB NO. C-1030
SWIMMING POOL CHEMICAL
02/01/2009-01/31/2012
(36 MONTHS)

Pre-Bid Conference
OCTOBER 28, 2008, 1:00 P.M.
8525 Rex Road , Bld Room
Pico Rivera , CA 90606

Attention of bidders is called to the provisions of the Bid Conditions concerning bid and performance guarantee requirements, if any.

Preference for California-made supplies will be made in accordance with Section 4331 et seq. of the Government Code of California.

Bids must be submitted on a form obtainable from and filed with said Branch before 3:00 p.m. NOVEMBER 14, 2008 and will be opened in public at that time and place.

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES
BY: MARC MONFORTE
DEPUTY DIRECTOR , PURCHASING
BRANCH
10/22, 10/29/08

DJ-1451653#

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of Los Angeles) ss

Notice Type: BID2 - NOTICE INVITING BIDS (2 PUBS)

Ad Description: IFB No C-1030 Swimming Pool Chemicals

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the LOS ANGELES DAILY JOURNAL, a newspaper published in the English language in the city of LOS ANGELES, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/26/1954, Case No. 599,382. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

10/22/2008, 10/29/2008

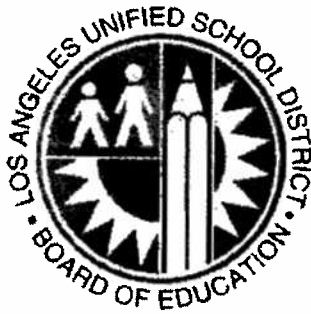
Executed on: 02/25/2010
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature



* A 0 0 0 0 0 0 8 7 6 0 7 5 *



WARNING!
BID PACKAGES MUST BE
RETURNED IN ITS ENTIRETY

LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Purchasing Branch
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9311

INVITATION FOR BID (IFB) *# 0950154*

IFB FOR SWIMMING POOL CHEMICALS
IFB NO. C-1030

DATE ISSUED: October 21, 2008
DATE ADVERTISED: October 22 & October 29
PRE-BID CONFERENCE: October 28, 2008
SUBMITTAL DATE: November 14, 2008

BIDDER'S (FIRM) NAME: WATERLINE TECHNOLOGIES INC.

Note: All bidders are required to submit an original and one copy. Please check here whether this is the original or the copy. Original or Copy

WATERLINE-PSOC
620 NORTH SANTIAGO ST
SANTA ANA, CA 92701
(714) 534-9100

**IFB C-1030
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**LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Purchasing Branch
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9311**

Date: October 21, 2008
ATTENTION: Prospective Bidder
SUBJECT: INVITATION FOR BIDS (IFB)
FOR SWIMMING POOL CHEMICALS

The Los Angeles Unified School District, Procurement Services Group, is seeking bids for **SWIMMING POOL CHEMICALS** as outlined in the attached. The resultant unit rate requirements contract, if awarded, will be for an initial 36 months period. The contract will be State and/or locally funded and is subject to fiscal year funding. District contract awards are made in accordance with authority granted to the Los Angeles Board of Education under California Law (e.g. the Public Contract Code, Education Code and Government Code).

You are hereby invited to submit to the District a bid to furnish all of the labor, materials, and any other related items required for performance under the subject IFB. **An original and one copy of all bids must be submitted in sealed envelopes and delivered by hand or mail to the address below no later than 3:00 p.m. local time on November 14, 2008.** Bids received after that time will not be considered. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the Bid package by the date/time recorder at the Procurement Services Center Reception Desk. The IFB designation number **C-1030** must be inscribed upon the face of the submission package. Bids will be opened (and publicly read **upon request**) after 3:00 P.M. on **November 14, 2008** at the District's Procurement Services Center office located below. Bidder, their representative and/or other interested persons may be present at the Bid Opening.

Los Angeles Unified School District
Procurement Services Center
Main Lobby/Reception Desk
8525 Rex Road
Pico Rivera, CA 90660

Please read all sections of this IFB carefully to assure that your response to this IFB contains all bidding information required to be considered responsive and responsible.

All communications in connection with this IFB shall be provided in writing and submitted online only, on or before the last day for questions, through the Vendor Registration Website at: <http://contracts.lausd.net/vendors>.

PRE-BID CONFERENCE

A pre-bid conference will be held on October 28, 2008 at 1:00 p.m. in the Bid Room at the Procurement Services Center, 8525 Rex Road, Pico Rivera, CA 90660. If requested, worksite walk-throughs may be arranged and will be discussed at the pre-bid conference. Visits to worksites, if required, must be approved by the District's site administrator. Note: The District does not pay for parking or validate tickets.

Prospective bidders must not contact any District representative or personnel working on behalf of the District, except those designated herein prior to publication of the District's notice of contract award covering this requirement. Inappropriate contacts by a prospective bidder may subject the bidder to disqualification from the contract award process.

The entire bid package must be submitted in its entirety, including this letter (Section I) and the following:

- II. IFB form and rate schedule instructions, specific bid conditions, technical and product specifications and Bidder Questionnaire.
- III. Rate Schedule
- IV. General Bid and Contract Conditions
- V. Small Business Enterprise (SBE) Utilization Program
- VI. Appendix

Failure to submit the bid package in its entirety may cause a bid to be ruled "non-responsive."

The District reserves the right to reject any and all bids, to waive informalities or irregularities to the extent permitted by law in any bid received, and to be the sole judge of the merits of the respective bids received. The award, if made, will be to the lowest-priced responsive and responsible bidder.

The contract(s) that may be awarded hereunder is/are not exclusive. The District expressly reserves the right to contract for services and goods such as those referenced herein, through other contractors.

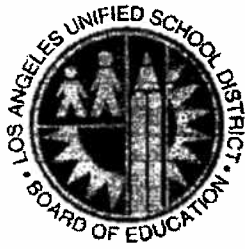
Should you decide not to compete for a contract award under this IFB, please complete the attached "No Bid Response" form, (Attachment 1) and send it to the undersigned. Failure to provide a response to this solicitation may result in removal of your firm's name from our vendor list.

Sincerely,



Angelo Sarao
Buyer

ATTACHMENT: IFB PACKAGE



LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Purchasing Branch
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9311

Bid No.: C-1030

Date of Bid Opening: November 14, 2008

“NO-BID” RESPONSE FORM

IT IS NOT NECESSARY FOR THE BIDDER WHO IS SUBMITTING A BID FOR THE PRODUCTS AND/OR SERVICES SPECIFIED HEREIN, TO RETURN THIS FORM.

The LOS ANGELES UNIFIED SCHOOL DISTRICT is committed to programs and policies that will result in the procurement of supplies, equipment and services that meet the quality standards required by our schools and support facilities at the lowest possible prices.

An important aspect of achieving this goal is to promote competitive bidding among the largest number of qualified bidders as possible. However, in instances where the bidder fails to respond, or notify the Procurement Services Group of their future intentions, the preparation and mailing of the bid request package represents an unnecessary expense to the District. Feedback from the bidder is encouraged. Reasons for not bidding are evaluated with the intention of improving future solicitations for this commodity or service, thereby encouraging and expanding the field of competition.

All bidders who respond with a “No Bid” response, are requested to provide the information requested below and return this form, in the envelope provided, in time for the bid opening. **FAILURE OF NON-BIDDERS TO RETURN THIS COMPLETED FORM MAY RESULT IN BEING DROPPED FROM OUR BIDDER’S LIST FOR THE PRODUCT(S) AND/OR SERVICES SPECIFIED BELOW.**

REASONS FOR NOT BIDDING AT THIS TIME: (Attach additional page if necessary)

DO YOU WISH TO RECEIVE BID REQUESTS FOR THIS PARTICULAR PRODUCT OR SERVICE IN THE FUTURE? YES NO*

*If this option is selected, the bidder must forward a written request to the Procurement Services Group for reinstatement.

BIDDER’S (FIRM) INFORMATION:

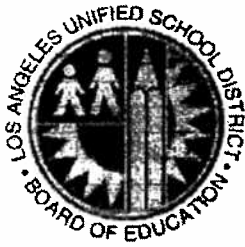
NAME: WATER LINE TECHNOLOGIES INC.

ADDRESS: 620 SANTIAGO STREET SANTA ANA, CA 92701

SIGNED: Thomas R. Boney TITLE: GM

DATE: 11/13/08 PHONE: 714-564-9100 FAX: 714-564-9700

BID TITLE: Swimming Pool Chemicals
AX



LOS ANGELES UNIFIED SCHOOL DISTRICT
Procurement Services Center – Purchasing Branch
8525 Rex Road
Pico Rivera, CA 90660
(562) 654-9311

IFB AND CONTRACT FOR: SWIMMING POOL CHEMICALS

IFB No.: C-1030
SUBMISSION DATE: November 14, 2008
FOR: MAINTENANCE & OPERATIONS

SECTION II

A. BID FORM AND RATE SCHEDULE INSTRUCTIONS

The undersigned has complied with instructions in the IFB, has approved the contract form and agrees to enter into a Contract for furnishing to the Los Angeles Unified School District, Los Angeles County, hereinafter called the District, the required supplies, equipment and/or services at the stated rates; subject to all of the Terms and Conditions of the Invitation for Bids, Bid and Contract Conditions, Specifications, instructions set forth and all amendments or addenda thereto.

1. SCOPE OF CONTRACT

The scope of the Contract is to provide **SWIMMING POOL CHEMICALS** in accordance with all the terms, conditions and specifications specified herein.

2. TERM OF UNIT RATE REQUIREMENTS CONTRACT

The term of the Contract will be **36 months**. The anticipated start date for work hereunder will be on or about February 1, 2009.

3. AWARD OF CONTRACT

It is the intent of the District to award a contract(s) either "individually", "as a whole", or "in any combination", whichever would be in the best interest of the District, to the lowest responsive/responsible bidder(s). Award is contingent upon timely compliance with all bid conditions and specifications which must be satisfied prior to award of contract. The District reserves the right to not award to the lowest responsive/responsible bidder if the total value of a contract award is less than \$1,500.00.

4. BASIS OF AWARD

The award(s) shall be made to the responsive/responsible bidder(s) who submits the lowest "Unit Price" Per Item: (for each individual item listed), as a "Combination of Items", or "As A Whole", whichever may be in the best interest of the District. All "unit price" bids must be as District requested (i.e. case, each, package, etc.).

The award(s) for "Bulk Chemicals" shall also be based on the Bidder's ability to meet the District's "Delivery Specifications."

4. BASIS OF AWARD -- continued

The District will make all conversions and computations, if necessary. The "unit price" bid in the Rate Schedule Section should include any delivery charge to allow for delivery on an FOB Destination basis.

The cash/trade discount shall be included in the determination of low bid. A cash discount for a time period of less than 45 days will not be considered. The cash discount offered in excess of 10% will be considered a "trade discount". A trade discount offered will be deducted from the unit cost(s) bid, thus establishing the items normal/actual contract cost with zero percent cash discount for early payment.

A Cash Discount of NET % 45 days is being offered

5. ADJUSTMENT TO THE RATE (UNIT PRICE) SCHEDULE

The Rate Schedule (unit price) is firm for the entire contract period of **thirty-six (36)** months. The rates may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that contract rate increases are not automatic or guaranteed. Contractor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. The District may offer a lower, higher or no increase in percentage. All increases are subject to negotiation between the Contractor and the District.

The adjustment to the contract's Rate (unit price) Schedule, if granted by the District, shall be effective February 1st or on the first day of the month following final District approval, whichever is applicable and continue through the remaining contract period. Increases considered by the District shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index, (C.P.I.) published by the U.S. Department of Labor's Bureau of Labor Statistics, **as a guide only**.

The specific index to be reviewed is the C.P.I. for Los Angeles-Riverside-Orange County, California for the month of (that month which is six (6) months prior to the contract's annual end date) each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

For further information on the Consumer Price Index, contact the U.S. Department of Labor, Bureau of Labor Statistics at (415) 625-2270, menu option 2.

NOTE: All requests for rate adjustments must be received by the District, in writing, no later than ninety (90) days prior to the end of each annual contract period at the District's Procurement Services Center - 8525 Rex Road, Pico Rivera, CA 90660. An explanation citing the rationale for price increase should be included in such correspondence.

6. INVOICES AND PAYMENTS

All invoices must be sent to the following address below:

LOS ANGELES UNIFIED SCHOOL DISTRICT
ACCOUNTS PAYABLE BRANCH
P.O. BOX 54306
333 S. BEAUDRY AVENUE, 27TH FLOOR
LOS ANGELES, CALIFORNIA 90017
(888) 241-2726

All invoices submitted for payment must include the District Contract Number and related Purchase Order (P.O.) Numbers and be under the same firm name as shown on the P.O./Contract.

Prior to the start of the Contract, the Contractor may contact the District's Accounts Payable Branch regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing format may be required from the Accounts Payable Section prior to the start of service.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

In any contract or purchase order awarded, the District will reserve the right to withhold payment as a "set off" against amounts due, or to become due, to the District resulting from any other contracts or purchase orders awarded to the same contractor.

All invoices applicable to this contract must be submitted by the Contractor no later than 60 days after the end of this contract. Late invoice submittals may result in non-payment.

For payment information call: (888) 241-2726

7. TAXES

The Unit Price Rate Schedule Section shall exclude all applicable taxes.

The District shall pay only the California Sales and Use Tax, and/or the Los Angeles County Uniform Local Sales and Use Tax on the rates (unit prices), when applicable and listed separately on the invoice.

The Federal Excise Tax is not applicable. The District, upon request, shall furnish the Contractor a federal exemption number.

Any new or additional tax not in effect at the time of the bid that becomes effective during the contract period shall be paid by the District, providing that the items/services being provided under this contract are subject to such tax. It is the Contractor's responsibility to notify the District of any applicable changes in taxation categories or rates.

8. AUTHORIZED DISTRICT REPRESENTATIVE

The contract shall be under the direction and subject to the approval of the **Chief Procurement Officer**, or designated representative.

The authorized District representative for this Contract will be:

Angelo Sarao
TEL: (562) 654-9413
FAX: (562) 654-9017

9. RATE SCHEDULE

The following "Rate Schedule" shall be firm during the contract period of thirty-six (36) months.

- a. Bidder shall fill out the attached Rate Schedule (See: Section III) and indicate the "Unit Price" for the items requested/bidding on. The completed price information should be provided in two (2) formats. The information **must** be entered and submitted in hard copy and an electronic copy of the Rate Schedule Section should also be submitted.
- b. The "Unit Price" bid should include prices for all items listed in the Specifications Section, all costs for any insurance, and/or any required performance guarantee.
- c. Specific product brand names and numbers specified by the District in the product/technical specification are indicated to clarify specification only. Manufacturer's name and model number must be listed for any brand being offered. Bids offering "as specified" ("a/s") may not be considered. Items considered equal to or superior to the specification may be quoted and submitted.
- d. Any remarks, additions, amendments, or exceptions attached (by the bidder) to the bid, which conflict with terms and conditions herein, may cause it to be deemed "non-responsive".
- e. Bid on each item separately for accounting purposes. Item(s) may be awarded either "individually", "as a whole" or "any combination".
- f. When filling in the Rate Schedule (Section III) information/unit prices on the hard copy, the Bidder should **either type or print legibly in blue ink**. If the information/unit price is illegible, that item may not be considered for an award. Additionally, the electronic copy of the Rate Schedule should be submitted in an MS Excel format and saved in a 3-1/2" floppy disk or compact disk. **If a discrepancy exists between the hard copy and the electronic copy, the hard copy will prevail.**

NOTE: No additional charges will be authorized or paid during the subsequent contract agreement period unless originally specified in the bid.

10. CONTRACT PIGGYBACK PROVISION

For the term of the Contract, and any mutually agreed extension(s) pursuant to this request for bid and subsequent contract, other school districts, community college districts, public corporations or agencies, including any county, city, town or public corporation or agency within the State of California, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. The District waives its right to require other districts and agencies to draw their warrants in the favor of the District, as provided in said code sections.

10. CONTRACT PIGGYBACK PROVISION - continued

Acceptance or rejection of this provision will not affect contract awards in this bid.

INDICATE SELECTION:

Piggyback Provision is granted: * YES

Piggyback Provision is not granted: _____

*Please note any comments/restrictions related to this agreed upon selection below or attach comment sheet to bid.

11. ESTIMATED DISTRICT REQUIREMENTS

The District's "estimated annual requirements" are set forth in the Rate Schedule Section in the Bid Form Section III reflecting the District's best estimate of annual contract needs based upon historical usage. The District's actual requirements may vary up to a maximum of 10% of the annual contract value.

The items listed on the Contract and required during the Contract period shall be ordered, for the most part, from the Contractor during such period.

The District reserves the right to purchase from other than the Contractor such items not on hand or readily available to the Contractor, which are urgently needed by the District.

12. ORDER OF PRECEDENCE – SEALED BIDDING

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Rate Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

13. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands, and communication to be given hereunder by either party shall be in writing and shall be delivered in person, by U.S. mail, or electronically, and shall be deemed received as of date of verifiable delivery. "Verifiable delivery" of electronic transmissions shall mean email Delivery Status Notifications and fax Transmit Confirmation Reports, or their equivalents.

Such notices, demands, or communication directed to the District shall be addressed as indicated below.

Los Angeles Unified School District
Procurement Services Center – Angelo Sarao
8525 Rex Road
Pico Rivera, CA 90660

14. INDEPENDENCE OF BID

Unless Bidder is furnishing a joint bid, by submitting this Bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

15. NAME AND NATURE OF BIDDER'S LEGAL ENTITY

The Bidder shall state the name and nature of its legal entity. The Bid shall be signed under the correct firm name by an officer/employee authorized to obligate the Bidder/Contractor.

The Bidder understands and agrees by signing this document that all provisions of this IFB/contract must be complied with, and the District may accept any or all of the Bidder's offer as submitted (unless otherwise stipulated by the Bidder). Execution hereof will constitute a legal and binding Contract upon approval of this offer by the District's Board of Education.

The representative of the Bidder/Contractor who is authorized to contractually obligate and administer this Contract/Agreement and to whom formal notices, demands and communications shall be given is as follows:

Legal Name of Bidders Firm: WATERLINE TECHNOLOGIES INC.

• Name of CEO/President: KIRK BUTTERMORE

Name of Bidder's Parent Company (if applicable): _____

• Name of CEO/President: _____

CHECK ONE

Sole Ownership: _____
Partnership: _____
Corporation: ✓
Other: _____

Bidder's Signature: Thomas R Berry
Bid not acceptable unless signed by an authorized signor
Original signature only! Rubber stamp or typed signature not acceptable.

By: THOMAS R. BERRY
(Print Name of Bidder)

Title: G.M.
(Print Title)

Address: 620 N. SANTA ANA ST.

City, State & Zip Code: SANTA ANA, CA 92701

Telephone: 714-564-9100

Fax number: 714-564-9700

E-Mail Address: tberry@waterlinetech.com

Dated this 13 Day of NOVEMBER

FOR DISTRICT USE ONLY
Approval of Contract Award
By: _____ Contract No.: _____
Title: _____ Effective Date: _____

NOTE: THIS AGREEMENT, OR ANY OF ITS RIGHTS, OBLIGATIONS, TERMS OR CONDITIONS, MAY NOT BE ASSIGNED OR TRANSFERRED BY EITHER PARTY WITHOUT THE WRITTEN CONSENT OF THE OTHER PARTY.

16. **CONTRACT AWARD NOTIFICATION**

The Bidder must retain a completed copy of their Bid Document in its entirety, as submitted to the District. In the event of an award, the Bid and all Bid Documents shall become the Contract Agreement. The only other document provided to the successful bidder (awardee/contractor) will be a letter regarding the "Notice of Acceptance of Bid and Award of Contract" letter that will be sent electronically. Contractors also desiring a hard copy (sent by regular U.S. mail) must advise the buyer, in writing, of their request.

All Bidders must provide the following required information: name, address, telephone number, fax number, and business email address of the person designated to receive such notice on behalf of the Bidder (if different from Page 6).

Name of Firm: WATERLINE TECHNOLOGIES

Name of Contact: THOMAS R. BERREY
(Please Print)

Address: 620 N. SANTIAGO ST.

SANTA ANA CA 92701
City State Zip Code

Email Address (required) tberrey@waterlnetech.com

Tel: (714) 564-9100

17. **FILING OF PROTESTS**

All protests shall be filed, handled and resolved in a manner consistent with the District's Protest Procedures. The District will respond to each substantive issue raised in the protest. Protests relating to the content of this Invitation for Bid (IFB)/Request for Proposal (RFP) document must be filed within ten (10) business days after the date the IFB/RFP is first advertised. Protests relating to a recommendation for award solicited by this IFB/RFP must be filed by an "interested party" within five (5) business days after the staff's written recommendation and Notice of Intent to Award is issued to the proposing firms. The date of filing shall be the date of receipt of protests by the District.

All protests shall be filed in writing with the Chief Procurement Officer, Los Angeles Unified School District, 333 S. Beaudry Ave., Los Angeles, CA 90017. No other location shall be acceptable. The protest shall, at a minimum, contain the following:

- The name and address of the interested party and its relationship to the procurement;
- Identification of the proposed procurement or contract;
- Substantive description of the nature of the protest;
- All documentation supporting the allegations of the protest; and
- Statement of the specific relief requested

The Chief Procurement Officer, or designee, shall make a determination on the protest, normally within ten (10) business days from receipt of protest. The Chief Procurement Officer, or designee, has the authority to make a final determination and the decision shall constitute the District's final administrative remedy.

SECTION II

B. SPECIFIC BID CONDITIONS/CERTIFICATIONS

1. CERTIFICATION OF COMPLIANCE TO DISTRICT ETHICS POLICY

The proposer/bidder, contractor, or its subcontractors certifies that it is familiar with and in compliance with all provisions of our Contractors and Consultants Code of Conduct, which specifies the DISTRICT Ethics Policy and sets guiding standards for those with whom we conduct business. (Note: the most current version of this Code can be obtained through the Ethics Office website at: www.lausd.net/ethics). Bidders may also obtain a copy by contacting the buyer.

- Proposer/Bidder certifies that it has set forth, below, the names of all current and former Board of Education members or individuals who were employed by LAUSD in the last three (3) years that the proposer/bidder has in its employment (or intends to employ) in connection with the services to be performed by the contract.

Names and positions of any current or former LAUSD Board Members or employees who you currently, or soon plan to, employ or subcontract with:

N/A _____

- The proposer/bidder, contractor, or its subcontractors, certifies that it has not and will not compensate any current or former DISTRICT employee or consultant to influence any action on a matter pending with the DISTRICT, if that employee, within the last 12 months, held a DISTRICT position in which they personally and substantially participated in that matter.
- The proposer/bidder, contractor, or its subcontractors, certifies that it has reviewed the provisions of LAUSD's Lobbyist Registration Code (see www.lausd.net/ethics) and is in compliance of the program's requirements.
- The proposer/bidder, contractor, subcontractors certifies that it does not employ a current or former DISTRICT employee or consultant who, while serving in a DISTRICT position within the last two (2) years, substantially participated in the development of the contract's RFP requirements, specifications, or in any part of the contract's contracting process.
- Lastly, the proposer/bidder certifies that it did not receive any confidential information in connection with any part of this procurement process.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. I also certify that I have read and understand the Contractors and Consultants Code of Conduct and will abide thereby.

Name of Firm: WATERLINE TECH Dated this: 13 Day of NOVEMBER, 2008
THOMAS BERRY G.M. Thomas R Berry
Printed Name Title Signature

2. LOBBYING CERTIFICATION (Must Be Completed By Bidder Only)

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, THOMAS R. BERRY G.M., hereby certify
(name and title of contractor or sub-contracting official)

on behalf of WATERLINE TECHNOLOGIES INC. that:
(name of Contractor (company) or Subcontractor)

- a. No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing, or attempting to influence, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Executed this 13 day of NOVEMBER, 2008.

By: Thomas R. Berry (Signature of Authorized Official)

Typewritten or Printed Name THOMAS R. BERRY

Title of Authorized Official G.M.

**3. CERTIFICATION REGARDING DEBARMENT
SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)**

The following certification is applicable only to contracts for \$25,000 or more that are funded in whole or in part with Federal funds.

By signing this document, the Bidder certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded by any Federal department or agency;
- b. Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. (above) of this certification; and
- d. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to the Bid.

Name of Firm: WATERLINE TECHNOLOGIES INC.

By: Thomas R. Berrey
(Signature)

By: THOMAS R. BERREY
(Print Name)

Title: G.M.

Dated this 13 Day of NOVEMBER 2008

4. **CERTIFICATION OF COMPLIANCE WITH THE DISTRICT'S SWEAT-FREE PROCUREMENT POLICY**

a. **DISTRICT POLICY**

It is the policy of the Los Angeles Unified School District (LAUSD) that all products and/or services purchased by the District be manufactured and supplied in compliance with applicable labor and wage laws governing the countries of its origin. For the purposes of establishing a non-poverty wage, the LAUSD uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the LAUSD recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries. Purchases by the LAUSD will be restricted to only those products and/or services that have been manufactured without the illegal use of "sweatshop" (including exploitive "child," "forced," "convict," and "indentured") labor.

Prior to any award, the LAUSD will require its bidders/contractors to certify adherence to the provisions of the District's Sweat-Free Procurement Policy. This Sweat-Free Procurement Policy includes the following principles/requirements:

- Safe and healthy working conditions
- Prohibition of child labor
- Disclosure of manufacturing plant locations
- Verification and enforcement mechanisms
- Compliance with applicable codes
- Penalties for violations
- Responsible bidder forms
- Non-poverty wage standard (domestic and international)

Contractors will denote compliance to these provisions by signing a Sweat-Free Procurement Policy certification, which will extend to their subcontractors.

The consequence of any violation by the contractor to the aforementioned laws and provisions may result in action being taken by the District against the contractor. Through Memorandums of Understanding (MOU), information will be exchanged with various government-based investigative agencies. The District will adopt the investigative agency's findings to take appropriate actions against the contractor. The action may include, but is not limited to, agreed upon liquidated damages, contract cancellation, vendor default, and/or vendor debarment.

The LAUSD will continuously educate the vendors to raise their level of awareness about the "sweat-free" procurement policy.

I have read and understand the above Sweat-Free Procurement Policy.

T. Donor. Boney
Signature

11/13/08
Date

4. CERTIFICATION OF COMPLIANCE WITH THE DISTRICT'S SWEAT-FREE PROCUREMENT POLICY – continued

b. **COMPLIANCE CERTIFICATION**

(While all Bidders/Contractors, and their subcontractors, are required to comply with all the provisions of this Policy, only the Bidder/Contractor is required to sign this certification statement.)

For any award made under this bid:

1. The Bidder/Contractor, and its subcontracts, certify that all goods and/or services will be manufactured, supplied, and/or provided in compliance with the applicable labor laws and non-poverty wage standards of the country or countries of origin, and,
2. The Bidder/Contractor, and its subcontractors, will abide by all other provisions of the District's Sweat-Free Procurement Policy, as outlined on the previous page (Section II B, Item #4 a), and.
3. Should the District find that the Bidder/Contractor, or any of its subcontractors, is in violation of the aforementioned laws/provisions, the Contractor shall be subjected to the consequences for violation, which may include, but not limited to, agreed upon liquidated damages, contract termination, vendor default, and/or debarment action being taken, and,
4. If the Bidder/Contractor is unable to certify to any of the statements in this certification, the Bidder agrees to attach an explanation to its bid.

I hereby certify, under the penalty of perjury, that the above information is true and correct, and:

1. That I have read and understand the District's Sweat Free Procurement Policy (Item #4 a) which is incorporated and made part of this certification, and,
2. That should an award be made, all goods and/or services provided by the Contractor and its subcontractors will be in compliance with the District's Sweat Free Procurement Policy.

Name of Firm: WATERLINE TECHNOLOGIES INC.

THOMAS R. BERRY
Signature

THOMAS R. BERRY
Printed name

G.M.

Dated this: 13 Day of NOV., 2008

Title

Bidder (firm's) Name: WATERLINE TECHNOLOGIES
Subcontractor/Supplier: _____

POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM

Bidder **must** provide the following information for itself and any subcontractor(s) to the bid. This information is required to avoid any conflict of interest regarding the Board of Education Members' ability to take any action regarding approval of any contract awards. Please disclose all information and use additional sheets if necessary.

1. **Name of Bidder (Contractor) (Prime)**

WATERLINE TECHNOLOGIES THOMAS BERREY 714-564-9100
Principal/Contractor Contact Name and Telephone No.

Partners/Officers/Stockholders

Partners/Officers/Stockholders

Parent Company (if any)

Partners/Officers/Stockholders

Subsidiaries (if any)

Partners/Officers Stockholders

2. **NAME OF SUBCONTRACTOR NO.1**

N/A

Principal/Contractor Contact Name and Telephone No.

Partners/Officers/Stockholders

NAME OF SUBCONTRACTOR NO.2

N/A

Principal/Contractor Contact Name and Telephone No.

Partners/Officers/Stockholders

NAME OF SUBCONTRACTOR NO. 3

N/A

Principal/Contractor Contact Name and Telephone No.

Partners/Officers/Stockholders

Section II B
Attachment I (continued)

A. CONFLICT OF INTEREST

1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the District shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.
2. Contractor agrees that, for the term of the Contract, no member, officer, or employee of the District, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.
3. The employment by Contractor of personnel on the payroll of the District for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the District payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related Contract with the District, is also prohibited.
4. Neither the Contractor nor its employees nor its Subcontractors or their employees shall give or offer to give any campaign contribution to any member of the District in violation of Government Code Section 84308.
5. The Contractor shall not be permitted to participate in any capacity in Contracts, Subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

B. COVENANT AGAINST CONTINGENT FEES

1. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the contract, by law, the District may deduct from the Total Contract Price or considerations, or otherwise recover, the full amount of the contingent fee.
2. "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.

B. COVENANT AGAINST CONTINGENT FEES - continued

3. "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.
4. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a District Contract.
5. "Improper influence", as used in this Article, means any influence that induces or tends to induce a District employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a District Contract on any basis other than the merits of the matter.

SECTION II

C. TECHNICAL SPECIFICATIONS

SCOPE OF CONTRACT

The scope of the contract is to provide swimming pool chemicals, including water testing reagents and water test kits, to various District locations on an "as required" (scheduled delivery) basis.

Contracted items shall be in accordance with all the Terms and Conditions set forth herein; including adherence to the following Specifications. **The "Unit Prices" bid in the "Rate Schedule Section, Section III", must include the following requirements.**

GENERAL SPECIFICATIONS

1. DELIVERY REQUIREMENTS AND LOCATIONS

- a. The Contractor shall be responsible for delivery (F.O.B. Destination) and shall pay all costs, including drayage, freight, pallets, and packaging, which shall be included in the item's unit price. No separate charges for the preceding will be allowed nor paid by the District. All deliveries shall be set-on the District's dock and/or pallet(s) as required by the District and must include a detailed delivery/packing slip. Delivery shall be within five (5) calendar days or as specified on the purchase order. **Deliveries shall be made to the individual location as indicated on each Purchase Order.**
- b. All orders shall be delivered between the hours of 6:00 a.m. and 2:00 p.m. Delivery slips showing purchase order number must be furnished by the Contractor and accompany each shipment. Afternoon deliveries will only be accepted if completed prior to closing time at 2:00 p.m. **Contact the responsible person listed on the individual purchase order for coordination of delivery.**

2. AVAILABILITY OF MATERIALS

The District may purchase, from any source, essential material for the repair/support of classroom or operational activities for safety concerns and/or to protect District property, when the Contractor does not have the necessary material immediately available.

3. PREFERENTIAL PRICING

The District shall be given the benefit of any lower prices which may, for comparable quantity and delivery, be given by the Contractor to any other school district, state, county, municipal or local government agency for the products listed herein.

4. PACKAGING AND IDENTIFICATION

- a. **Packaging:** Items shall be packaged sufficiently to protect them from damage during transit.
- b. **Packing Slip:** Shall have the District Purchase order number, contents, quantity, and description.
- c. **If Not Properly Packaged or Identified,** deliveries may be rejected, and all costs (return and re-delivery) shall be at the Contractor's expense.

5. **PRODUCT SUBSTITUTION/MANUFACTURER'S BRAND CHANGE**

This contract does **NOT** allow for product substitutions without written authorization by an Authorized District Representative. If, during the course of the Contract, there is a manufacturer's brand change, the Contractor/Manufacturer representative shall not automatically substitute product. Contractor shall submit specifications, brochures and/or a sample (upon request), for approval prior to any future shipment.

If the new brand is accepted, all other terms, conditions and prices shall remain in effect. No substitutions shall be made without prior written permission by the District.

6. **FAILURE OF CONTRACTOR TO PROVIDE THE SERVICE/PRODUCTS AS AGREED**

If in the opinion of the District, the Contractor at any time during the period of the Contract, fails to properly and satisfactorily perform the service/provide the product(s) called for in the Contract, or otherwise fails or neglects to comply with the terms of the Contract, the District may make arrangements elsewhere for the material/service, or any part thereof, and hold the Contractor responsible for reprocurement costs incurred by the District.

It is specifically provided and agreed that time shall be of the essence in regard to the Contract performance requirement. Unacceptable performance may include but not limited to: late/non deliveries, partial deliveries, delivery of wrong material, products not meeting specification, giving wrong prices, invoicing problems, etc.

7. **LIQUIDATED DAMAGES – n/a**

The Liquidated Damages clause is not applicable to this IFB/Contract.

8. **INSURANCE REQUIREMENTS**

The Contractor shall secure and maintain, **and require its subcontractor(s) to secure and maintain**, the minimum amounts of coverages listed below to protect against claims that may arise from operations under the Contract, whether such operations are by the Contractor or anyone directly or indirectly employed by them. All coverages shall be from a source acceptable to the District.

All Contractors, and their approved subcontractors, shall have **Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA). Workers' Compensation (WC)** shall also be provided unless exempted as set forth below. Under some circumstances, the District may also require Errors and Omissions (E&O), Excess, or other coverages whenever exposure, as determined by the District, warrants.

It shall be the Contractor's responsibility, not the District's, to monitor its subcontractor(s) for compliance with the insurance requirements described in this Section.

Failure of the Contractor to obtain or maintain the required coverages or furnish the required certificates, endorsements, or policies shall constitute a material breach of this Agreement and may result in termination of the Agreement. **Further, failure of the Contractor to require its subcontractor(s) to obtain and maintain the same minimum limits and coverages and to provide the required certificates, endorsements and policies as described in this Section shall also constitute a material breach of, and may result in, termination of the Contractor's Agreement.**

In lieu of termination, the District reserves the right to purchase the required coverage(s) on the Contractor's behalf. However, the cost of any insurance purchased shall be the responsibility of, and paid for by, the Contractor.

8. INSURANCE REQUIREMENTS - continued

a. Evidence of Insurance

Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/endorsement(s) and/or to require copies of the Contractor's insurance policy(ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice clause and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this Agreement, unless an extension is authorized by the District.

b. Additional Insureds

The CGL and CA/BA policies shall be endorsed to name the following as additional insureds:

- 1) Los Angeles Unified School District
- 2) Board of Education of the City of Los Angeles

c. Rating Of Insurer

All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, except for the State Fund for W/C. Coverage provided by the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers if found acceptable to the District's Office of Risk Management and Insurance Services.

d. Minimum Required Coverages

(1) Commercial General Liability (CGL)

Includes both bodily injury and property damage.

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal and advertisement injury
- \$3,000,000 general aggregate*
- \$3,000,000 products/completed operation aggregate*

*\$3,000,000 general aggregate and products/completed operations aggregate can be waived if the policy is endorsed stating that the \$1,000,000 per occurrence applies solely and separately to the LAUSD.

(2) Commercial (Business) Automobile Liability (CA or BA)

All owned, hired and non-owned autos. If no owned autos, only non-owned and hired is required.

\$1,000,000 combined single limit

(3) Workers' Compensation (WC)

Part A – Statutory limits

Part B Employers' Liability -- \$1,000,000/\$1,000,000/\$1,000,000

Exemption: Sole proprietors with no employees are exempt from providing WC Coverage. Contractors meeting this exemption requirement must sign a District Workers' Compensation Waiver Statement.

9. **SAFETY**

Contractor's representatives operating vehicles on District property shall use extreme caution at all times - maximum speed is 5 M.P.H.

10. **ASSIGNMENT/FINANCING**

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable). The District's standard assignment form shall be used for any assignment requested by the Contractor and granted by the District.

The District will not sign any documents in connection with assignments or financing other than the District's standard form for "Assignment of Contract Money" or "Assignment of Rights and Delegation of Duties on Contract" which is available from the District's Procurement Services Center office located at: 8525 Rex Road, Pico Rivera, CA 90660.

11. **MANUFACTURER'S WARRANTY**

Contractor warrants that goods and services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications, and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, customer agencies, and users of the goods or services.

12. **BULK DELIVERY GUIDELINES**

The Contractor shall have a minimum of five (5) years experience in the delivery of chemicals. Contractor's trucks must be approved for use in bulk chemical delivery. The Contractor shall have on file current Hazardous Material License, US and California Department of Transportation (DOT) License, and California Biennial Inspection of Terminals (BIT) Program Terminal Location Number. The Contractor shall be enrolled in the Employee Pull Notice (EPN) program for their drivers. All driver names and picture IDs must be submitted to the District. Proof of current 90-day truck inspection must be provided.

The Contractor shall provide MSDS on a one-time basis for all products delivered on the initial delivery of each product to each site.

13. **DELIVERY PROCEDURES**

- a. Chemicals shall be delivered in a manner that prevents the driver, LAUSD students, and LAUSD employees from coming in contact with chemicals. The Contractor shall provide to the District a written submittal outlining the procedures and policies that their drivers are required to follow.
- b. The Contractor shall use unique fittings for muriatic acid and sodium hypochlorite chemical transfers into tanks to prevent dispensing chemicals into the wrong tank (for example, use a 2" cam lock on the chlorine tank and a 1-1/2" cam lock on the acid tank). The tank to hose fitting shall be of the cam lock type to insure a secure connection. All chemicals shall be pumped from storage tanks via approved dispensing equipment. No chemicals shall be hand poured or transferred.

13. **DELIVERY PROCEDURES - continued**

- c. The Contractor shall monitor and report to the LAUSD pool custodian, and in writing on the delivery ticket, regarding the following chemical storage conditions:
 - Integrity of double-wall and secondary containments
 - Integrity of tank connection fittings
 - Proper operation of level indicators
 - Proper operation of vent lines and/or acid fume suppression tanks
 - All tanks to be labeled in accordance with all regulatory requirements
- d. The Contractor shall follow all local, State and Federal codes and guidelines regarding environmental compliance.
- e. The Contractor must submit Material Safety Data Sheets (MSDS) for all chemicals on a one-time basis for all products delivered on the initial delivery of each product to each site.
- f. The Contractor's delivery employees shall be trained in accordance with all applicable regulatory requirements. The Contractor shall provide written submittal of driver training procedures, regulatory requirements, and evidence of compliance with all applicable regulations.
- g. The District shall provide to the Contractor all contact names and telephone numbers for site and/or office employees for delivery drivers to gain access to schools and offices at the start of the contract.
- h. The Contractor shall submit written procedures that must include the following:
 - Safety procedures
 - Personal protective equipment (PPE) requirements including PPE during deliveries.
 - Chemical spill procedures
 - Listing of safety and spill control equipment available on each vehicle.
 - Description of truck size, load size, gross vehicle weight, hose lengths, and truck type.
 - Description of measurement used in the field to verify delivery amounts.

14. **DELIVERY SCHEDULING**

- a. The Contractor shall provide a delivery schedule for each of the school sites specifying the day(s) of the week which shall stay the same every week. **If the regular scheduled delivery date falls on a District Holiday (See Section ILC #19), Contact the initiator to arrange a new delivery schedule.**
- b. Delivery for each site shall be available at a minimum of once per week.
- c. Deliveries shall be made between the hours of 6:00 a.m. and 2:00 p.m.
- d. The Contractor shall provide a computer generated invoice of delivery receipt to each site at the time of delivery and obtain a District representatives signature with the date accepting the delivery.

14. DELIVERY SCHEDULING - continued

- e. The Contractor shall provide an (additional) invoice within 48-hours via fax or email to the designated District office:

LOS ANGELES UNIFIED SCHOOL DISTRICT
Swimming Pool Technical Supervisor
Ph # (213) 241-0363
Fax # (213) 241-8030

- f. The Contractor shall provide emergency chemical delivery service. Deliveries for emergency calls shall be made by 9:00 a.m. the day after an emergency request is made. The Contractor is to indicate price for emergency delivery service, if any, in the Rate Schedule Section, separate from any base price.

15. SAFETY REQUIREMENTS

The emergency response policy of the Contractor shall comply with all local, State and Federal guidelines as required by the respective agencies.

16. CHEMICAL REQUIREMENTS

All chemicals proposed for use shall be acceptable for use in the City and County of Los Angeles, and the State of California, and must be approved by the District and the Federal Government. Chemicals used in this contract must comply with all EPA and DOT requirements, including packaging and labeling.

All discharges into the sewage system must meet all standards of the City and County of Los Angeles, the State of California, and any Federal regulations that apply.

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performances of the items offered in this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the District in writing the specific regulation which requires an alteration. As a result of this change in regulation(s), the District reserves the right to accept any such alteration, including any price adjustments.

17. MATERIAL SAFETY DATA SHEETS

Bidder must submit Material Safety Data Sheets (MSDS) with their bid. All MSDS must be approved by the District's Office of Environmental Health and Safety.

18. FINGERPRINTING AND PUPIL SAFETY

The Contractor and their subcontractor(s) will be required to comply with the requirements of California Education Code sections 45125.1 and 45125.2, at no additional cost to the District. These requirements include but are not limited to the following:

The District may, at the District's discretion, require any employee of the Contractor, and any employee of the Contractor's subcontractor(s), who may have any contact with pupils, to submit their fingerprints to the California Department of Justice ("DOJ") in a manner authorized by the DOJ to determine whether the employee has been arrested or convicted of any crime. The Contractor will be responsible for payment of any fee required for fingerprinting, including any processing fee assessed by the DOJ.

18. FINGERPRINTING AND PUPIL SAFETY - continued

The Contractor shall not permit an employee requiring fingerprinting to come in contact with pupils until the DOJ has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Upon the Contractor's receipt of information from the DOJ, the Contractor shall certify in writing to the District that neither the Contractor nor any of its employees who are required by the District to submit their fingerprints to the DOJ and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1.

Alternatively, the District may, at the District's discretion, require the Contractor to provide continual supervision and monitoring of all employees of the Contractor and the Contractor's subcontractor(s) by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony. If the District elects to require this supervision, the Contractor shall supply the supervision at no additional cost to the District.

19. DISTRICT HOLIDAYS

District Holidays: The Contractor will be required to follow the District observed holidays as listed below:

January	New Year's Day
January	Martin Luther King Jr. Day
February	President's Day
May	Memorial Day
July	Independence Day
August	Admission Day
September	Labor Day
November	Veterans Day
November	Thanksgiving Day
November	Thanksgiving Day Holiday
December	Christmas Day
December	Christmas Day Holiday

20. QUARTERLY RECAP OF SERVICES PROVIDED

The Contractor shall supply the District with a quarterly spreadsheet of quantity of material purchased from all pool sites. Spreadsheets are to be broken down by each pool site, and include quantities for the individual categories listed on the contract. Any material purchased not listed in a category shall be listed separately and include full description and quantities. Quarterly spreadsheet shall be mailed or emailed to:

LOS ANGELES UNIFIED SCHOOL DISTRICT
Maintenance and Operations
Technical Services Unit
Attn: Swimming Pool Technical Supervisor
333 S. Beaudry Ave., 22nd Floor
Los Angeles, CA 90017

21. ORDERING PROCEDURES

Orders shall be placed by a District representative hereinafter called the "initiator".

- a. Orders shall be placed by fax or email from any school in the LAUSD school district with a swimming pool.
- b. The Contractor shall inform the initiator at the time of the order what the delivery date will be unless there has been a pre-determined date and time.
- c. If the Contractor cannot deliver the order within five (5) working days the following instructions shall be followed:
 - (1) The Contractor is required to notify the initiator within one (1) working days/twenty (24) hours after placing the written order.
- d. If the initiator of the purchase order cannot wait for the order to be delivered beyond the five (5) working day delivery requirement, the following instructions shall be followed:
 - (1) The initiator shall notify the Contractor and the Swimming Pool Technical Supervisor at (213)241-0363.
 - (2) The initiator shall then purchase these items from another vendor.
- e. If the Contractor does not notify the initiator, that he can not deliver the order within the required time by following the instructions as indicated in the above Ordering Procedures, the following steps shall be taken:
 - (1) The initiator shall call the Swimming Pool Technical Supervisor at (213) 241-0363, and explain that the Contractor has not met his contractual obligations.
 - (2) The Contractor shall be contacted and the Contractors contract performance will be reviewed.
 - (3) The District reserves the right to cancel this contract and purchase the chemicals from another vendor.
 - (4) If the District cancels the Contract, the Contractor will received notice via letter and fax and will cease all deliveries.
- f. At the time of delivery, the District will have an employee available to receive the chemicals and the employee will sign and date the delivery receipt. The Contractor will fax or email the signed delivery receipt along with a copy of the invoice to the Swimming Pool Technical Supervisor. No invoices will be paid without a signed delivery receipt. **The Contractor must fax or email a copy of the signed delivery receipt and invoice within five (5) working days to:**

LOS ANGELES UNIFIED SCHOOL DISTRICT
Maintenance and Operations
Technical Services Unit
Attn: Swimming Pool Technical Supervisor
333 S. Beaudry Ave., 22nd Floor
Los Angeles, CA 90017
FAX: 213-241-8030

SECTION II

D. PRODUCT SPECIFICATIONS

As specified in the Rate Schedule Section, the product and strength of the product for bulk delivery will be **hydrochloric acid 32% (muriatic acid)** by trade weight and **sodium hypochlorite 12.5% (liquid chlorine)** by trade weight minimum. The sodium hypochlorite shall be filtered, clean, and free of residue or debris.

SECTION III

RATE SCHEDULE
SWIMMING POOL CHEMICALS

Item No.	Estimated Annual Requirements	Common Name (Chemical Name)	Form	Strength	Quantity Per Pack	Unit Price
1.	30,000 gals.	Liquid Chlorine (Sodium Hypochlorite)	Liquid	12.5%	Bulk	\$ <u>1.47</u> /gal. *
2.	4,000 gals.	Muriatic Acid (Hydrochloric Acid 32%)	Liquid	32%	Bulk	\$ <u>2.27</u> /gal.
3.	100 gals.	Liquid Chlorine (Sodium Hypochlorite)	Liquid	12.5%	Gallon	\$ <u>2.57</u> /gal. **
4.	120 gals.	Liquid Chlorine (Sodium Hypochlorite)	Liquid (Deposit/Return)	13%	15 Gallon Carboy	\$ <u>2.64</u> /gal. **
5.	400 gals.	Liquid Chlorine (Sodium Hypochlorite)	Liquid (Case Deposit/Return)	13%	4 Gallon/Case	\$ <u>3.82</u> /gal. **
6.	4,000 gals.	Muriatic Acid (Hydrochloric Acid 32%)	Liquid	32%	Gallon	\$ <u>3.08</u> /gal. **
7.	200 gals.	Muriatic Acid (Hydrochloric Acid 32%)	Liquid	32%	4 Gallon/Case	\$ <u>4.46</u> /gal. **
8.	65,000 lbs.	Alkalinity Up (Sodium Bicarbonate)	Powder	n/a	50 lb/ Bag	\$ <u>.265</u> /lb. **
9.	2,500 lbs.	Chlorine Tablets/Briquettes (Calcium Hypochlorite)	Tablet/Briquette Compressed	65%	50 lb./Bucket	\$ <u>2.12</u> /lb. **
10.	1,500 lbs.	Chlorine Powder (Calcium Hypochlorite)	Granular	70%	100 lb./Bucket	\$ <u>1.345</u> /lb. **
11.	300 lbs.	Chlorine Powder (Sodium DiChlor)	Granular	56%	40 or 50 lb./Bucket	\$ <u>2.12</u> /lb. **
12.	100 lbs.	Granular Chlorine (Trichloro-s-triozinetrione)	Granular	90%	50 lb./Bucket	\$ <u>2.12</u> /lb. **
13.	200 lbs.	Chlorine Tablets (Trichloro-s-triozinetrione)	3" Tablet	90%	50 lb./Bucket	\$ <u>2.08</u> /lb. **
14.	500 lbs.	Dry Acid (Sodium Bisulfate)	Granular		40 or 50 lb./Bucket	\$ <u>.74</u> /lb. **
15.	250 lbs.	Chlorine Neutrilizer (Sodium Thiosulfate)	Powder		50 lb./Bag	\$ <u>1.04</u> /lb. **

* No additional charge for minimum 100 gallon orders

** No additional charge for orders over \$200

WATERLINE-PSOC
620 NORTH SANTIAGO ST.
SANTA ANA, CA. 92701
(714) 564-9100

SECTION III

**RATE SCHEDULE
SWIMMING POOL CHEMICALS**

<u>Item No.</u>	<u>Estimated Annual Requirements</u>	<u>Common Name (Chemical Name)</u>	<u>Form</u>	<u>Strength</u>	<u>Quantity Per Pack</u>	<u>Unit Price</u>
16.	6,000 lbs.	Hardness Increaser (Calcium Chloride)	Powder or Flakes		50 lb./Bucket	\$ <u>.68</u> /lb. **
17.	400 lbs.	Soda Ash (Sodium Carbonate)	Powder		50 lb./Bag	\$ <u>.69</u> /lb. **
18.	300 lbs.	Non-Chlorine Shock (Potassium Peroxymonosulfate)	Powder		40 or 50 lb./Bucket	\$ <u>1.83</u> /lb. **
19.	200 lbs.	Bromine (BCDMH)	1" Tablet	66%	50 lb./Bucket	\$ <u>2.38</u> /lb. **
20.	5 gals.	Polyquat Algacide Poly [oxyethelene (dimethyliminio) ethelyene ethelyene dichloride]	Liquid	60%	1 Gallon Bottle	\$ <u>47.95</u> /gal. **
21.	500 lbs.	Conditioner (Cyanuric Acid)	Granular		100 lb./Bucket or cardboard barrel	\$ <u>.78</u> /lb. **
22.	1,000 lbs.	CO2 (Carbon Dioxide)	Gas		50 lb. Cylinder	\$ <u>.82</u> /lb. **
23.	1,000 lbs.	CO2 (Carbon Dioxide)	Gas		Bulk	\$ <u>.88</u> /lb. **
24.	25 ea.	Palintest Photometer (Pooltest 9 Professional)	1 per site total			\$ <u>556.09</u> /ea. **
25.	5 ea.	Taylor Test Kit (Service Complete PDP - High - 2 oz.)	K-2005C		2 oz. Dropper	\$ <u>55.86</u> /ea. **
26.	5 ea.	Taylor Test Kit (Service Complete FAS/PDP - 2oz.)	K-2006C		2 oz.	\$ <u>71.26</u> /ea. **
27.	5 ea.	Taylor Reagent (FAS/DPD Titrating Chlorine)	R-0871		2 oz. Dropper	\$ <u>6.17</u> /ea. **
28.	5 ea.	Taylor Reagent (DPD Powder)	R-0870		10 Gram Powder	\$ <u>4.34</u> /ea. **
29.	30 ea.	Taylor Reagent (#1 DPD)	R-0001C		2 oz. Dropper	\$ <u>3.81</u> /ea. **
30.	30 ea.	Taylor Reagent (#2 DPD)	R-0002C		2 oz. Dropper	\$ <u>3.84</u> /ea. **

** No additional charge for orders over \$200

WINTER GARDENS
620 NORTH SA VIA GARDEN
SANTA ANA, CA 92701
(714) 564-0100

SECTION III

**RATE SCHEDULE
SWIMMING POOL CHEMICALS**

Item No.	Estimated Annual Requirements	Common Name (Chemical Name)	Form	Strength	Quantity Per Pack	Unit Price
31.	30 ea.	Taylor Reagent (#3 DPD)	R-0003C		2 oz. Dropper	\$ <u>4.01</u> /ea. **
32.	30 ea.	Taylor Reagent (pH Indicator Solution)	R-0004C		2 oz. Dropper	\$ <u>2.63</u> /ea. **
33.	20 ea.	Taylor Reagent (Thiosulfate N/10)	R-0007C		2 oz. Dropper	\$ <u>2.47</u> /ea. **
34.	30 ea.	Taylor Reagent (Total Alkalinity Indicator)	R-0008C		2 oz. Dropper	\$ <u>2.53</u> /ea. **
35.	20 ea.	Taylor Reagent (Sulfuric Acid .12N)	R-0009C		2 oz. Dropper	\$ <u>2.44</u> /ea. **
36.	30 ea.	Taylor Reagent (Calcium Buffer)	R-0010C		2 oz. Dropper	\$ <u>3.07</u> /ea. **
37.	30 ea.	Taylor Reagent (Hardness Reagent)	R-0012C		2 oz. Dropper	\$ <u>2.74</u> /ea. **
38.	30 ea.	Taylor Reagent (Calcium Indicator Powder)	R-0011P		10 Gram Powder	\$ <u>2.98</u> /ea. **
39.	5 ea.	Taylor Reagent (CYA Reagent)	R-0013C		2 oz. Dropper	\$ <u>2.19</u> /ea. **
40.	5 ea.	Taylor Reagent (#1 DPD)	R-0001C		16 oz. Dropper	\$ <u>N/A</u> /ea. **
41.	5 ea.	Taylor Reagent (#2 DPD)	R-0002C		16 oz. Dropper	\$ <u>N/A</u> /ea. **
42.	5 ea.	Taylor Reagent (#3 DPD)	R-0003C		16 oz. Dropper	\$ <u>N/A</u> /ea. **
43.	5 ea.	Taylor Reagent (FAS/DPD Titrating Chlorine)	R-0871		16 oz. Dropper	\$ <u>13.50</u> /ea. **
44.	5 ea.	Taylor Reagent (DPD Powder)	R-0870		25 lb. Powder	\$ <u>19.63</u> /ea. **
45.	5 ea.	Taylor Reagent (pH Indicator Solution)	R-0004C		16 oz. Dropper	\$ <u>8.45</u> /ea. **

** No additional charge for orders over \$200

WATERLINE-PSOC
620 NORTH SANTIAGO ST.
SANTA ANA, CA 92701
(714) 961-9100

SECTION III

RATE SCHEDULE
SWIMMING POOL CHEMICALS

Item No.	Estimated Annual Requirements	Common Name (Chemical Name)	Form	Strength	Quantity Per Pack	Unit Price
46.	5 ea.	Taylor Reagent (Thiosulfate N/10)	R-0007C		16 oz. Dropper	\$ <u>6.65</u> /ea. **
47.	5 ea.	Taylor Reagent (Total Alkalinity Indicator)	R-0008C		16 oz. Dropper	\$ <u>7.60</u> /ea. **
48.	5 ea.	Taylor Reagent (Sulfuric Acid .12N)	R-0009C		16 oz. Dropper	\$ <u>7.14</u> /ea. **
49.	5 ea.	Taylor Reagent (Calcium Buffer)	R-0010C		16 oz. Dropper	\$ <u>10.17</u> /ea. **
50.	5 ea.	Taylor Reagent (Hardness Reagent)	R-0012C		16 oz. Dropper	\$ <u>9.75</u> /ea. **
51.	5 ea.	Taylor Reagent (Calcium Indicator Powder)	R-0011P		50 Gram Powder	\$ <u>5.68</u> /ea. **
52.	20 ea.	Palintest Reagent Chlorine (DPD No 1) Free Chlorine	APO11		Tablet / 250 Tests	\$ <u>17.32</u> /ea. **
53.	20 ea.	Palintest Reagent Chlorine (DPD 1 & 3) Free & Combined	APO31		Tablet / 250 Tests	\$ <u>34.57</u> /ea. **
54.	20 ea.	Palintest Reagent pH (Phenol Red)	AP130		Tablet / 250 Tests	\$ <u>17.32</u> /ea. **
55.	20 ea.	Palintest Reagent Total Alkalinity (Alkaphot)	AP188		Tablet / 250 Tests	\$ <u>48.90</u> /ea. **
56.	30 ea.	Palintest Reagent Calcium Hardness (Calcicol)	AP252		Tablet / 250 Tests	\$ <u>55.31</u> /ea. **
57.	30 ea.	Palintest Reagent Cyanuric Acid	AP087		Tablet / 250 Tests	\$ <u>38.53</u> /ea. **
58.	1 ea.	Palintest Reagent Bromine	AP060		Tablet / 250 Tests	\$ <u>17.32</u> /ea. **
59.	1 ea.	Palintest Reagent Copper (Coppercol - free, comb. & total)	PM186		Tablet / 50 Tests	\$ <u>35.12</u> /ea. **
60.	10 ea.	Delivery Charge (if any) Emergency Delivery Service				\$ <u>N/C</u> /ea. **

** No additional charge for orders over \$200

WATERLINE-PSOC
620 NORTH SANTIAGO ST.
SANTA ANA, CA 92701
(714) 554-9100

<u>Item No.</u>	<u>Estimated Annual Amounts</u>	<u>Common Name</u>	<u>Unit Price</u>	<u>Totals</u>
1	30,000	Liquid Chlorine, Bulk	\$1.47	\$44,100.00
2	40,000	Muriatic Acid, Bulk	\$2.27	\$90,800.00
3	100	Liquid Chlorine, Gallon	\$2.57	\$257.00
4	120	Liquid Chlorine, 15 Gallon Carboy	\$2.64	\$316.80
5	400	Liquid Chlorine, 4 Gallon Case	\$3.82	\$1,528.00
6	4,000	Muriatic acid, Gallon	\$3.08	\$12,320.00
7	200	Muriatic Acid, 4 Gallon/Case	\$4.46	\$892.00
8	65,000	Alkalinity Up, 50 lbs. Bag	\$0.27	\$17,225.00
9	2,500	Chlorine Tablets/Briquettes, 50 lbs. Pail	\$2.12	\$5,300.00
10	1,500	Chlorine Powder, 100 lbs. Bucket	\$1.35	\$2,017.50
11	300	Chlorine Powder, 50 lbs. Pail	\$2.12	\$636.00
12	100	Granular Chlorine, 50 lbs. Pail	\$2.12	\$212.00
13	200	Chlorine Tablets, 50 lbs. Pail	\$2.08	\$416.00
14	500	Dry Acid, 50 lbs. Pail	\$0.74	\$370.00
15	250	Chlorine Neutralizer, 50 lbs. Pail	\$1.04	\$260.00
16	6,000	Hardness Increaser, 50 lbs. Pail	\$0.68	\$4,080.00
17	400	Soda Ash, 50 lbs. Pail	\$0.69	\$276.00
18	300	Non-Chlorine Shock, 50 lbs. Pail	\$1.83	\$549.00
19	200	Bromine, 50 lbs. Pail	\$2.38	\$476.00
20	5	Poly Quat, 1 Gallon Bottle	\$47.95	\$239.75
21	500	Conditioner, 100 lbs. Pail	\$0.78	\$390.00
22	1,000	CO2 Cylinder, 50 lbs. with deposit	\$0.82	\$820.00
23	1,000	CO2 per pound, Bulk	\$0.88	\$880.00
24	25	PalinTest Photometer 9, each	\$556.00	\$13,900.00
25	5	Taylor Test Kit K-2005C, each	\$55.86	\$279.30
26	5	Taylor Test Kit K-2006C, each	\$71.26	\$356.30
27	5	R-0871-C, 2 oz., each	\$6.17	\$30.85
28	5	R-0870-I, 10 gms, each	\$4.34	\$21.70
29	30	R-0001-C, 2 oz., each	\$3.81	\$114.30
30	30	R-0002-C 2oz., each	\$3.84	\$115.20
31	30	R-0003-C 2 oz., each	\$4.01	\$120.30
32	30	R-0004-C, 2 oz., each	\$2.63	\$78.90
33	20	R-0007-C 2 oz., each	\$2.47	\$49.40
34	30	R-0008-C 2 oz., each	\$2.53	\$75.90
35	20	R-0009-C 2oz., each	\$2.44	\$48.80
36	30	R-0010-C 2 oz., each	\$3.07	\$92.10
37	30	R-0012-C 2 oz., each	\$2.74	\$82.20
38	30	R-0011P-I 10 grams, each	\$2.98	\$89.40
39	5	R-0013-C 2oz., each	\$2.19	\$10.95
40	5	NLA		\$0.00
41	5	NLA		\$0.00
42	5	NLA		\$0.00
43	5	R-0871-E, 16 oz., each	\$13.50	\$67.50
44	5	R-0870-J, .25 lbs, each	\$19.83	\$98.15
45	5	R-0004-E, 16 oz., each	\$8.45	\$42.25
46	5	R00007-E, 16 oz., each	\$6.65	\$33.25
47	5	R-0008-E, 16 oz., each	\$7.60	\$38.00
48	5	R-0009-E, 16 oz., each	\$7.14	\$35.70
49	5	R-0010-E, 16 oz., each	\$10.17	\$50.85
50	5	R-0012-E, 16 oz., each	\$9.75	\$48.75
51	5	R-0011P-II 50 grams, each	\$5.68	\$28.40
52	20	PalinTest DPD No. 1, 250 tabs/pak., each	\$17.32	\$346.40
53	20	DPD 1 and 3, 250 tabs/pak., each	\$34.57	\$691.40
54	20	pH Tablets, 250 tabs/pak., each	\$17.32	\$346.40
55	20	TA Tablets, 250 tabs/pak., each	\$48.90	\$978.00
56	30	CA Tablets, 250 tabs/pak., each	\$55.31	\$1,659.30
57	30	CYA Tablets, 250 tabs/pak., each	\$38.53	\$1,155.90
58	1	Bromine Tablets, 250 tabs/pak., each	\$17.32	\$17.32
59	1	Copper Tablets, 50 tabs/pak., each	\$35.12	\$35.12
60	10	Delivery Charge	\$0.00	\$0.00

\$205,499.34

WATERLINE-PSOC
620 NORTH SAN JUAN ST.
SAN JUAN, CA 92001
(714) 334-9100

SECTION IV

A. GENERAL BID CONDITIONS

1. AWARD OF CONTRACT

If an award is made pursuant to the bidding process, the Contract will be awarded according to the authority granted by the Board of Education of the Los Angeles Unified School District under California law (e.g., the Public Contract Code, Education Code, Government Code). Ordinarily, contracts are awarded to the lowest responsive/responsible bidder. However, certain statutes, (e.g., Education Code Sections 39645 and 39802) authorize award for certain contracts to other than the lowest responsive/responsible bidder, at the discretion of the Board of Education. The Board of Education reserves the right to award in accordance with the fullest authority granted it under State law.

Moreover, certain contracts are designed to be awarded to the lowest or best bidder on specific items or parts. In such situations, this intention is delineated in the bidding documents. Bidders are cautioned and urged to pay specific attention to all terms and conditions in the bidding documents pertaining to such awards.

Bidders should retain a copy of their bid and all bidding documents. In the event of an award, the bid and all bidding documents will become the Contract Agreement. The only other document provided to the successful bidder will be a letter regarding the Notice of Acceptance of Bid and Award of Contract.

2. FORCE MAJEURE

The parties to the Contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party. Provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

Upon issuance of an award, the Contractor shall as part of subject Contract, establish lines of communication which shall require the Contractor and/or principal subcontractor to issue notices of strikes or other work stoppages within 24 hours of the occurrence of such events. Failure of the Contractor to notify the District timely shall entitle the District to pursue such remedies as are available under the provisions of the Contract.

The Contractor will be granted an extension of time for any portion of a delay in completion of the Work caused by acts of a public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes, weather more severe than normal, any other cause not in the reasonable control of the Contractor or acts of God, providing that the:

- a. Aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor;
- b. Contractor has taken reasonable precautions to prevent further delays owing to such causes; and
- c. Contractor notifies the District in writing of the cause(s) for the delay within five (5) days from the beginning of any such delay.

3. PUBLIC RECORDS ACT

Responses to this IFB become the exclusive property of the District and subject to the California Public Records Act. Those elements in each Bid/Proposal which are trade secrets as that term is defined in Civil Code Section 3426.1 (d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The District 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 deemed to be required by law or by an order of the Court. Bidders/proposers, which indiscriminately identify all or most of their bid/proposal as exempt from disclosure without justification, may be deemed non-responsive.

4. DISTRICT RIGHTS

The District may investigate the qualifications of any bidder/proposer under consideration, require confirmation of information furnished by a bidder/proposer, and require additional evidence of qualifications to perform the services described in the IFB. The District reserves the right to:

- a. Reject any and all bids.
- b. Issue subsequent IFB solicitations.
- c. Cancel the entire IFB.
- d. Remedy technical errors in the IFB process.
- e. Appoint evaluation committees to evaluate bids.
- f. Seek the assistance of outside technical experts in bid evaluation.
- g. Approve or disapprove the use of particular subcontractors
- h. Award a contract to one or more bidders.

5. EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Bid, the Bidder shall become thoroughly familiarized with all bid and contract documents, and any addenda issued prior to the bid submission date. Such addenda shall form a part of the bid and shall be made a part of the Contract Documents. It shall be the Bidder's responsibility to ascertain that their bid acknowledges all addenda issued prior to the bid submission date.

6. EXAMINATION OF ACTUAL CONDITIONS

The Bidder should be satisfied by personal examination (and by such other means as it may prefer) as to the actual conditions and requirements under which the service must be performed/products provided. If the Bidder does not completely understand any existing condition or requirement of the service, he/she should request clarification from the Procurement Services Group Office at (562) 654-9311.

Any prospective bidder wishing to visit District locations in connection with requirements of this bid must schedule such visits in advance with the Site Administrator. Please visit www.lausd.net for District locations and contact information.

7. ACCEPTANCE, REJECTION OR WITHDRAWAL OF BID

Bids submitted hereunder shall remain open, valid and subject to acceptance for a period of one hundred-twenty (120) days after the Bid Opening Date. Upon mutual agreement by the District and the Bidder, the one hundred-twenty (120) day period may be extended by an additional amount of time as mutually agreed upon. The District reserves the right to reject any and all bids.

7. ACCEPTANCE, REJECTION OR WITHDRAWAL OF BID -- continued

The Bidder may withdraw its Bid at any time before the Bid Closing Date and Time. Such withdrawal shall not prevent Bidder from competing for future District requirements.

The successful Bidder will be notified by the District of an award of contract through the issuance of a "Notice of Acceptance of Bid and Award of Contract". No other contract documents shall be issued. The Bidder's signed bid as submitted and accepted by the District shall constitute the Agreement (subject to conditions set forth in the "Notice of Acceptance of Bid and Award of Contract").

8. INSPECTION OF BIDDER'S FACILITY

As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Bidder prior to award of the Contract. If representative(s) of the District determine after such inspection that the Bidder may not be capable of providing proper and satisfactory service/product to the District, the Bidder may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s).

9. BIDDER'S PAST PERFORMANCE

A Bidder may be ruled "non-responsible" based upon Bidder's unacceptable past performance which may include but not limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.

10. BIDDER'S INFORMATION WITH BID

A completed "Bidder Questionnaire" shall be submitted as part of the bid package. The information provided therein will be used solely for evaluating the qualifications of the Bidder and their organization to carry out satisfactorily the terms of a contract. The questionnaire must be filled out accurately, completely and submitted with the bid. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

The information contained in the questionnaire will be considered confidential and made available only to employees of the Los Angeles Unified School District or Members of the Board of Education. Bidders desiring additional information concerning the questionnaire or any of the other documents comprising the Bid or Contract Specifications may contact the District representative indicated on the Cover Page.

The District reserves the right to evaluate the information provided on the questionnaire prior to award of any Contract(s) and if representatives of the District determine after such evaluation that the Bidder is not capable of proper and satisfactory performance (service) to the District, its Bid will not be considered further.

11. APPROVED BRAND(S)

Brands that have been previously approved by the District may be included in the Bid Specification Section as "Brands apparently conforming to specifications." Brands previously approved may not need any further evaluation. Bidder may bid on these brands provided that

11. **APPROVED BRAND(S) – continued**

there have been no changes made in any way subsequent to the District's approval; including but not limited to:

- a. Manufacturer make/model
- b. Manufacturer/Distributor model (part) number
- c. Material and/or Quality
- d. Design construction

Note: Sample(s) and/or specification sheets of product may still be required for previously approved product brands that meet the above criteria upon District request.

12. **BRAND(S) NOT PREVIOUSLY APPROVED**

Bidder may bid on any alternate "equal" brand(s) that have not been previously approved by the District. If such items are bid, the Bidder must submit samples as indicated in this bid. However, an evaluation and testing period may be required to qualify any newly bid brand(s). The District reserves the right to exclude any brand(s) not previously approved by the District for bid award consideration if the evaluation and testing period required to qualify the newly bid brand(s) exceed ten (10) working days after receipt of samples from the Bidder. In such case, the evaluated brand(s) may not be accepted for this bid, but if deemed as an acceptable "equal" product brand, will be added to the District's qualified products list for future consideration.

13. **SUBMITTAL REQUIREMENT**

Complete technical specifications and a copy of the product label must be submitted for each line item bid in a tabbed 8 ½ x 11 inch binder. Each tab shall be identified by the bid line item number and commodity code. Bidder not providing the submittal of information/samples as directed may be deemed "non-responsive".

14. **SAMPLE REQUIREMENT**

a. **SAMPLES ARE REQUIRED ONLY UPON REQUEST BY THE DISTRICT**

- (1) Samples must be furnished within seven (7) working days upon request by the District Representative. Bidder not providing samples may be deemed "non-responsive".
- (2) Samples may be required even though the Bidder has provided these items to the District in the past.

b. **IDENTIFICATION OF SAMPLES**

Each sample must be labeled/tagged and identified as follows:

Bidder's name, bid number, item brand and product code number, bid item number and District's commodity code (stock number)

c. **SAMPLES SHALL BE RETAINED**

Sample(s) from the successful Bidder will be retained by the District for **comparison with goods delivered** over the life of the contract. Any item shipped that is not equal to the "accepted sample", will be rejected, and must be replaced at the Contractor's expense within seven (7) working days.

14. **SAMPLE REQUIREMENT** – continued

d. **MATERIAL SAFETY DATA SHEET (M.S.D.S.)**

Must be submitted with samples, if required, and with all future deliveries.

e. **RETURN OF SAMPLE(S)**

If Bidder is not awarded a Contract, do the sample(s) need to be returned? Check below.

Yes _____ No X

NOTE: Failure to submit sample(s) and/or Material Safety Date Sheet (MSDS) may be cause to deem the bid “non-responsive”.

15. **DEBARMENT AND SUSPENSION CERTIFICATION**

Effective November 26, 2003, the Department of Education implemented 34 CRF Part 85 that applies to any procurement or subcontract expected to be worth \$25,000 or more funded or authorized under Department of Education programs. To be eligible for an award under this bid, the Bidder must certify compliance by signing on Page 3 of Section II B – Specific Bid Conditions/Certifications. (See: Section II B, Item #3, Certification Regarding Debarment”).

SECTION IV

B. GENERAL CONTRACT CONDITIONS

1. AUTHORITY OF THE CHIEF PROCUREMENT OFFICER

The District has the final approval in all matters relating to or affecting the Work. Except as expressly specified in the Contract, the Chief Procurement Officer may exercise any powers, rights, and/or privileges that have been lawfully delegated by the District. Nothing in the Contract shall be construed to bind the District for acts of its employees and Authorized Representatives that exceed the delegation of District specified herein.

2. DISTRICT'S TECHNICAL REPRESENTATIVE (PROJECT MANAGER)

The District shall provide a Project Manager and/or a technical representative for all technical aspects related to the performance of the Contract. The Contractor shall make such oral or written reports to the District's technical representative with an information copy to the District's Procurement Officer as may be requested by the District or as specifically required by the Contract. ALL CONTRACTUAL MATTERS SHALL BE ADDRESSED TO THE DESIGNATED PROCUREMENT OFFICER.

3. INDEPENDENT CONTRACTOR

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work required for the Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. The Contractor shall be an independent Contractor. The Contractor is not an agent of the District in the performance of the Contract, and shall maintain complete control over its employees and its subcontractors and Suppliers of any tier. Nothing contained in the Contract or any Subcontract awarded by the Contractor shall create any Contractual relationship between any subcontractor and the District. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

The District reserves the right of prior approval of all subcontractors and retains the right to request Contractor to terminate any subcontractor, for any reason deemed appropriate by the District, by so notifying Contractor in writing. Should said notification be submitted to Contractor, it shall terminate said subcontractor immediately

4. SUBCONTRACTORS AND SUPPLIERS

a. Documentation And Acceptance

The Contractor shall submit a copy of all executed subcontracts at any time within thirty (30) days of execution regardless of value to the District for fulfillment of SBE Goals, and a copy of insurance certificates in accordance with Section II C, Item #8 entitled "Insurance Requirements". Failure to submit subcontracts and certificates within the required time period will result in the subcontractor's not being permitted to perform Work on the Project.

4. SUBCONTRACTORS AND SUPPLIERS – continued

b. Performance Of Work

The Contractor shall:

- (1) Be responsible to the District for all acts and omissions of its own personnel, and of subcontractors, Suppliers and their employees; and
- (2) Be responsible for coordinating the Work performed by subcontractors and Suppliers.

Should a portion of the subcontracted Work not be performed in accordance with the terms of the Contract, or if a subcontractor commits or omits any act that would constitute a breach of the Contract, the subcontractor shall be replaced and shall not again be employed under the Contract.

c. Acceptance of Substitution of Subcontractor

- (1) The Contractor shall notify the District in writing of any proposal to substitute a subcontractor in place of a subcontractor listed in the Contractor's Qualification/Proposal. Prior to such substitution the Contractor shall secure the acceptance of the District. The Contractor shall submit the following information in a form similar to that contained in the Contractor's original Qualification/Proposal.
 - (a) Name of Subcontractor
 - (b) Location and Phone Number of Place of Business
 - (c) Contact Person
 - (d) Subcontractor's License(s) number and expiration date (if applicable)
 - (e) Current District SBE Compliance Certification Status (if applicable)
 - (f) The portion of the Services that will be performed by each Subcontractor.

The District will promptly initiate a review of the information submitted on each Subcontractor and transmit written notification to the Contractor concerning its decision.

- (2) The District shall not be responsible for delays incurred by the Contractor because of a timely disapproval by the District of a Subcontractor proposed by the Contractor, or for the late submittal for acceptance of a Subcontractor to the District, or because of a Subcontractor's removal from the performance of the Work.

4. SUBCONTRACTORS AND SUPPLIERS—continued

c. Acceptance of Substitution of Subcontractor

- (3) The Contractor shall not do any of the following without the prior written consent of the District:
 - (a) replace any previously accepted Subcontractor;
 - (b) permit any previously accepted Subcontract to be assigned or transferred; and/or
- (4) The Contractor may perform the Work itself with qualified personnel, provided written permission is obtained from the District prior to performance of the Work.

d. Flow-Down Requirements

- (1) The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts:
- (2) All provisions required by law, regulation, rule, or the Contract shall apply to Subcontracts and shall apply to all Subcontracts of any tier.
- (3) By virtue of signing the subcontract, the following apply:
 - (a) The Subcontractor acknowledges and agrees that all Work being performed by it under the Subcontract shall be performed in accordance with the Contractor's Contract with the District.
 - (b) The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to the District under its Contract.
 - (c) The Contractor and the Subcontractor agree that the District is the third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both the District and the Contractor during the performance of the Work. Upon final completion of the Work, such guarantees and warranties shall inure to the benefit of the District.
 - (d) The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of the Contract between the District and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of the District to the Subcontractor except those allowed under California Law. In the event of any claim or dispute arising under the Subcontract and/or the Contractor's Contract with the District, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against the District arising out of the Subcontract.

4. SUBCONTRACTORS AND SUPPLIERS -- continued

d. Flow-Down Requirements - continued

- (e) This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of the District. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.
- (f) No Subcontractor shall be permitted to perform the Work under the Contract until it, or the Contractor, has supplied satisfactory evidence of required insurance to the District, in compliance with Section II C, Item #14 entitled "Insurance Requirements".

5. GOODS

- a. The Contractor shall furnish all Goods required to complete the Work, except those designated to be furnished by the District. Unless otherwise indicated in the Contract or Purchase Order, Goods incorporated into the Work shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Contractor may, at its option, use any Goods or process that is equivalent to that named subject to the prior written acceptance by the District. The District shall be the sole judge of the quality and suitability of proposed alternative Goods or processes subject to the right of the District to accept or reject such alternative.
- b. Any Goods that may be purchased under the Contract shall be transported, handled, and stored by the Contractor in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Work. All Goods shall also be stored in a manner that facilitates inspection.

6. STANDARDS OF PERFORMANCE

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

6. STANDARDS OF PERFORMANCE – continued

b. The District shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services or Work, requests such removal in writing. Such personnel shall be promptly removed from the Project by the Contractor at no cost or expense to the District. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Program.

7. UNAUTHORIZED ACTIONS

Any action taken by the Contractor or its Subcontractors not in conformance with the terms and conditions of the Contract will be considered as unauthorized and at the sole expense of the Contractor. Contractor or its Subcontractors will not be compensated for any actions deemed by the District to be unauthorized. No extensions of time will be granted under the Contract or Purchase Order due to unauthorized actions.

No District employee or officer, except the Chief Procurement Officer, or designee, may authorize any Amendments to the Contract, issue a Purchase Order or make revisions to Purchase Orders.

8. CONTRACT TERMINATION

a. Termination for Convenience

- (1) The District may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Contractor shall:
 - (a) immediately discontinue all services affected (unless the notice directs otherwise) and,
 - (b) deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process. Termination of this contract shall be as of the date of receipt of the Contractor of such notice.
- (2) If the termination is for the convenience of the District, Contractor shall submit a final invoice within sixty (60) days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the Products/Services actually provided/performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination (if any).
- (3) The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

8. CONTRACT TERMINATION--continued

b. Termination for Default

(1) Issuance of Preliminary Notice of Termination for Default (Cure Notice).

If the District determines that the Contractor has failed to fulfill its contractual obligations hereunder, a Cure Notice will be sent to the Contractor and each known assignee, guarantor, or surety of the Contractor. The Contractor shall have 10 (ten) working days from receipt of the Cure Notice to cure its failure(s) to perform or make progress as set forth in the Notice. During the "cure" process, Contractor must sustain performance in all areas not affected by the cure notice. If the Contractor makes adequate progress within the cure period, the termination process will be discontinued. If the Contractor fails to perform in accordance with Contract requirements, or to make adequate progress, termination proceedings may be initiated.

(2) The District may, by written notice to the Contractor, terminate this Contract in whole, or in part, at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

(a) immediately discontinue all delivery/services affected (unless the notice directs otherwise),

(b) and deliver to the District all material and information as may have been involved in the provision of services, whether provided by the District or generated by the Contractor in the performance of this contract, whether completed or in process.

Termination of this contract shall be as of the date of receipt of the Contractor of such notice.

(3) If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the District. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

(4) If, after the notice of termination for failure to fulfill Contract Obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in "Termination for Convenience".

8. CONTRACT TERMINATION--continued

b. Termination for Default --continued

- (5) The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Contractor in accordance with this article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided herein are in addition to any other rights and remedies provided by law or under this Contract.

Upon termination notification, the District has the right to order at the price, terms, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and require delivery service as specified. Purchase orders issued against the Contract may specify delivery dates beyond the effective date of the cancellation of this agreement, **not exceeding sixty (60) days.**

9. RIGHTS IN PROPERTY

a. Title

- (1) All property purchased by the Contractor for the District, shall be hereinafter referred to as District property. Title to District property shall pass to and vest in the District upon the vendor's delivery and acceptance of such property by the contractor.
- (2) Title to District property shall not be affected by its incorporation into or attachment to any property not owned by the District, nor shall District property become a fixture or lose its identity as personal property by being attached to any real property.
- (3) The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.
- (4) The contractor shall promptly execute, acknowledge, and deliver to the District proper bills of sale or other written instruments of title in a form as required by the District; said instruments shall convey to the District title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

- b. The District property shall be used only for performing work on the contract or purchase order, unless otherwise provided in the Contract or approved by the District's Procurement Officer.

10. CHANGES

- a. The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Contract or Purchase Order. Change does not mean work performed by the Contractor to correct defective Work caused by the Contractor's negligent acts, errors or omissions.
- b. The District may at any time, and from time to time without invalidating the Contract or Purchase Order, make Changes in the Scope of Work. The District and Contractor will endeavor to reach mutual agreement regarding costs and Schedule associated with the Change; however, the District reserves the right to unilaterally direct the Contractor to perform the Changed Work. Such Changes, including any increase or decrease in the amount of the Contractor's compensation and/or the period of performance, shall be incorporated into the Contract or Purchase Order through the issuance of a Contract Amendment or Purchase Order Revision. All of the provisions of the Contract shall apply to Changes. Upon receipt of a Contract Amendment or Purchase Order Revision, approved by the District, the Contractor shall continue performance of the Scope of Work as modified by the Amendment.
- c. If a Fixed Fee is a part of the compensation for the Contract or Purchase Order, it is the agreed intent of the parties that the Fixed Fee is an amount fixed at the inception of a Purchase Order with respect to the Work planned and Scheduled as set forth in the Scope of Work and is not intended to vary with actual costs for the Work. A Contract Amendment or Purchase Order Revision issued hereunder may, but will not automatically, result in a Change to the Fixed Fee.

11. ASSIGNMENT

- a. The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or a Purchase Order (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of the District, which consent shall not be unreasonably withheld.
- b. No rights under the Contract shall be asserted against the District, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by the District as specified in this Article.
- c. Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of the District and to all deductions specified in the Contract or Purchase Order. All monies withheld, whether assigned or not, shall be subject to being used by the District for completion of the Work, pursuant to the terms of the Contract. In the event that the District consents to such assignment of monies, written notice thereof shall be given by the Contractor to the District at least ten (10) days before payment is due.

12. SEVERABILITY

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract or Purchase Order shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract or Purchase Order, which shall remain in full force and

12. SEVERABILITY – continued

effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract or Purchase Order.

13. GOVERNING LAW

This Contract between the District and the Contractor shall be subject to the laws of the State of California.

By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Contract.

14. PUBLIC RECORDS ACT

a. All records, documents, drawings, plans, specifications and other information relating to conduct of the District's business, including information submitted by the Contractor shall become the exclusive property of the District and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code Sections 6250 et. seq.). The District's use and disclosure of its records are governed by this Act. The District will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

b. In the event of litigation concerning the disclosure of any information submitted by the parties, the District's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any action concerning the information, and shall indemnify and hold the District harmless from all costs and expenses including attorneys' fees, in connection with any such action.

15. AGENT TO ACCEPT SERVICE

The Contractor shall maintain a duly authorized agent as identified in Section II A, Item #14 ("Name and Nature of Bidder's Legal Entity") to accept service of legal process on its behalf, and shall keep the District advised of such authorized agent name and address during the duration of the Contract and for three (3) years after Final Payment, or as long as the Contractor has warranty obligations under Section II C, Item #11 entitled "Manufacturer's Warranty", whichever period terminates later. In the event that no such duly authorized agent is on file with the District, the Contractor agrees that the Secretary of State, of the State of California, shall be the Contractor's authorized agent for service of legal process.

16. NO WAIVER

Failure of the District to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by the District of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

16. NO WAIVER – continued

Failure or delay by the District to insist upon strict performance of any terms or conditions of the Contract, or to exercise any rights or remedies provided herein by law, shall not be deemed a waiver of any right of the District to insist upon strict performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

17. CONFIDENTIALITY

Contractor agrees that for and during the entire term of the Contract, any information, data, figures, records, findings and the like received or generated by the Contractor in the performance of the Contract, shall be considered and kept as the private and privileged records of the District and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of the District. Further, upon termination of the Contract for any cause, Contractor agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authorization of the District.

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the District.

18. DISCRIMINATION

In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

19. VEHICLE SAFETY AND SECURITY

It shall be the responsibility of the Contractor to ascertain the District Branch or Office under whose direction the service shall be performed. The rules and regulations pertaining to safe driving on school grounds, and surrounding neighborhoods particularly when students and children are present, must be adhered to. The Contractor's drivers shall exercise extreme caution at all times and be sensitive to community concerns regarding excessive noise.

Drivers entering school premises when school is not in session shall lock any gate or door to which they have access, both when entering and/or leaving the grounds. Gate keys, as may be required, will be furnished by the District Branch or Office supervising the service. Any unusual condition noted by drivers, such as gates or doors found unlocked or open or evidence of vandalism, should be reported to the School Police Department of the Los Angeles Unified School District, Tel: (213) 625-6631 (24 – hour telephone number).

Considering that many of the District's schools are located in community neighborhoods, the Contractor shall have their drivers observe all applicable ordinances and/or restrictions pertaining to operating times and noise abatement.

19. VEHICLE SAFETY AND SECURITY -- continued

Any Contractor, whose business operation requires a DMV Biannual Inspection of Terminal (BIT), must do so under the terms of this contract. The Contractor shall immediately notify the District of any inspection failure.

20. HOLD HARMLESS CLAUSES

The Contractor shall hold harmless and indemnify the District and the Board of Education of the City of Los Angeles, its officers and employees from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.
- b. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.
- c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.

The Contractor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein. With respect to claims of patent or copyright infringement, the District agrees to give Contractor notice of any such claim and to fully cooperate with Contractor in the defense and all related settlement negotiations.

21. AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain, and the District shall have the right to examine and audit, all the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred, or anticipated to be incurred, in performing the Contract.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs, or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The

21. AUDIT AND INSPECTION OF RECORDS – continued

Contractor and its Subcontractors and Suppliers shall keep and preserve all such records for a period of at least 3 years from and after final payment or if the Contract is terminated in whole or in part until 3 years after the final Contract close-out. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its Subcontractors and Suppliers written agreements to the requirements of this Section and shall, upon the District's request, provide a copy of such agreements.

22. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM

The Los Angeles Unified School District has established a policy to buy, wherever/whenever practical, environmentally preferable products to meet its needs and to foster market development for recycled products. The District recognizes that the availability of recycled products may be periodically limited. Therefore, the policy is intended to help develop the market for recycled products, and to increase District usage of environmentally preferable products, where and when economically feasible, as the market develops.

This policy covers all procurements, both of goods and services, to support the purchase of cost competitive recycled products, and products that contain recycled content of equal utility and function, where a stable supply chain exists to meet the demands of our schools, and if there is no additional cost to the District.

ENVIRONMENTAL PREFERENCE

- a. The District may give a preference, all other factors being equal, for environmentally preferable products.
- b. The District encourages the maximum feasible use of environmentally preferable packaging products, reusable packaging, and returnable packaging materials for all deliveries of goods and materials.
- c. The District requires all bidders for goods and materials to offer environmental alternatives to virgin products offered in response to bid specifications. Suppliers of goods and materials with recycled content will be required to provide the amount of "post consumer content" and/or "pre-consumer recycled content" by weight percent for the goods and materials provided.
- d. The District may provide for product servicing and product life extension service. To the maximum extent feasible, all machinery and electronic equipment provided should allow for the manufacturer/contractor to accept used equipment and goods, at the end of their planned useful life, or when they are declared surplus, for recycling purposes. The

22. ENVIRONMENTALLY PREFERRED PRODUCT PROCUREMENT PROGRAM-cont.
ENVIRONMENTAL PREFERENCE – continued

District shall retain the right to dispose of materials declared surplus in the manner most beneficial to the District, which may include establishing credits for the return of goods to the manufacturer/distributor/original vendor, or at public auction.

23. SWEAT-FREE PROCUREMENT POLICY

The Board of Education of the Los Angeles Unified School District has established policies to restrict purchases to only those products and services that have been manufactured without the illegal use of sweatshop (including exploitive, “child”, “forced”, “convict”, and “indentured”) labor. All sales/goods provided to the District by the contractor and/or their subcontractor shall be in compliance with the District’s official policy regarding “sweat-free” procurements. The Contractor will certify that the products and services provided to the District are manufactured in strict compliance with all applicable sweatshop, child and slave labor laws of this and all other countries of the product’s origin.

For the purposes of establishing a non-poverty wage, the LAUSD uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services’ guidelines to determine non-poverty wages domestically. Internationally, the LAUSD recognizes the World Bank’s Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries.

The objective of this policy is specifically to discourage and prevent the use of any form of “exploitive labor” but not cause undue and unnecessary economic hardship for laborers. This policy targets those types of child labor that effects the mental, physical, and emotional developments of children such as those types of exploitive labor which fall under the broader category of “sweatshop labor”.

The consequence for any violation by the contractor in adherence to the aforementioned laws and/or provisions, may result in action being taken by the District against the contractor, which may include, but not limited to, agreed upon liquidated damages, contract cancellation, vendor default, and/or debarment.

24. PRODUCT SAFETY COMPLIANCE

Contractor shall comply with applicable sections of ASTM 963.07 (e) 1 and shall guarantee that the products provided under this contract shall not contain harmful substances that exceed the levels permitted in California Proposition 65 (Title 22, California Code of Regulations, Section 12000). Contractor shall also comply with all applicable requirements of the Consumer Products Safety Commission.

IFB NO. C-1030

SECTION V. SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

- A. It is the District's policy to encourage participation by Small Business Enterprise (SBE) firms in contract activity. On February 25, 2003 the Board of Education established a Small Business Enterprise (SBE) goal to "Establish a District-wide small business participation goal of 25 percent for all contracts and procurement activities". Bidders/ proposers which include SBE firms in their proposal/bid must detail the SBE status of those firms on the SBE Utilization Report.

Firms which meet the United States Small Business Administration size standards, or which have already been recognized by the LAUSD as a small business, or which are certified by a government agency or third party entity shall be considered SBE for the purposes of this program. The use of SBE partners/sub-contractors or participation in Federal agency small business programs will also be accepted as a response. Bidders/proposers are responsible for the verification of the SBE status of any firm represented as an SBE firm used in any proposal or bid. Misrepresentation of a firms' SBE status may jeopardize future contracting opportunities.

Size standards may be viewed at:
<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/index.html>

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.
- C. LAUSD advises potential bidders/proposers that the SBE participation which the bidder/proposer commits to in their bid/proposal package becomes the goal of record. The LAUSD will enforce the SBE participation proposed.
- D. Firms claiming SBE participation must execute a copy of the SBE Utilization Report included in this IFB/RFP package, and include it in their RFP/IFB response. Firms not submitting an SBE Utilization report may be determined to have no SBE participation.

MONITORING/PENALTIES

The Procurement Services Group will be responsible for monitoring the SBE program,

If any firm listed on the SBE Utilization Report as an SBE is found not be an SBE, such finding may affect any future determination of responsibility for the firm(s) submitting the report.



**LOS ANGELES UNIFIED SCHOOL DISTRICT
SMALL BUSINESS ENTERPRISE PROGRAM
UTILIZATION REPORT**

Bid No.: C-1030

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) firms in procurement activity. Proposers/ bidders including SBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no SBE participation. Bidders/proposers that are SBE firms shall check the first box on the form. Majority firms responding to the SBE program will list SBE sub-contractors/partners or attach their annual small business contracting report (SF-295, Dept of Agriculture SBE report, etc.) Size standards, which define SBE status, are available at: <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/index.html>

Firm Name _____ Bid# _____

SBE STATUS (check one)

Our firm(s) meet(s) the qualification for SBE status as defined in the Small Business Administration size standards, or is certified by a government or third party entity.

Our firm utilizes SBE subcontractors. (List SBE firms utilized)

Our firm participates in a Federal agency small business utilization program.
(Attach report)

N/A

No SBE utilization.

By signing below, bidders/proposers represent that this is an accurate representation of the SBE status or utilization for the firm(s) participating in this contract.

Representative _____

Title _____

Date _____

Telephone _____

SECTION VI

APPENDIX

DELIVERY LOCATIONS

LAUSD SWIMMING POOL SITE LIST

Delivery Hours 6:00 a.m. to 2:00 p.m.

<u>SITE</u>	<u>SANITIZER TYPE</u>	<u>POOL VOLUME</u>	<u>CHEMICAL TANK SIZE</u>
Bell High School 4328 Bell Ave., Bell 90201	Cal Hypo Granular	160,000 gal.	
Bethune Middle School 155 W. 69 th St., LA 90003	Cal Hypo Granular	74,000 gal.	
Birmingham High School 17000 Haynes St., Van Nuys 91406	Bulk Liquid	225,000 gal.	500/300
Central L.A. High School #9 450 N. Grand Ave., L.A. 90012	Bulk Liquid	390,000 gal.	500/350
Clear Creek Star Route, La Canada 91011	Trichlor Tablets / Liquid	36,000 gal.	
Contreras Learning Complex 322 S. Lucas Ave., L.A. 90017	Bulk Liquid	650,000 gal.	1000/500
Helen Bernstein High School 1309 N. Wilton Pl., Hollywood 90028	Bulk Liquid	390,000 gal.	500/300
Hollywood High School 1521 Highland Ave., L.A. 90028	Cal Hypo Tablets	200,000 gal.	
Huntington Park High School 6020 Miles Ave., Huntington Park 90255	Cal Hypo Granular	250,000 gal.	
Los Angeles CES 5931 W. 18 th St., L.A. 90035	Bulk Liquid	230,000 gal.	350/150
Lokrantz Special Education Center 19451 Wyandotte St., Reseda 91335	(Closed)	12,000 gal.	
Los Angeles High School 4650 W. Olympic Blvd., L.A. 90019	Cal Hypo Granular	250,000 gal.	350/200

NOTE: The District reserves the right to add or delete delivery locations during the term of the Contract anywhere within the District's geographical boundaries.

SECTION VI**APPENDIX**

<u>SITE</u>	<u>SANTITIZER TYPE</u>	<u>POOL VOLUME</u>	<u>CHEMICAL TANK SIZE</u>
Lowman Special Education Center 12827 Saticoy St., N. Hollywood 91605	Liquid Chlorine (15 gal. carboy)	12,000 gal.	15 Gallon
Maywood Academy 6125 Pine Ave., Maywood 90270	Bulk Liquid	390,000 gal.	500/350
McBride Special Education Center 3960 Centinela Ave., L.A. 90066	Liquid Chlorine (gallons)	12,000 gal.	
Pacific Special Education Center 5714 Pacific Blvd., Huntington Park 90255	(Closed)	12,500 gal.	
Panorama High School 805 Van Nuys Blvd., Panorama City 91506	Bulk Liquid	390,000 gal.	500/350
Sellery Special education Center 15805 S. Budlong Ave., Gardena 90247	(Closed)	12,000 gal.	
Salvin Special Education Center 1925 Budlong Ave., L.A. 90007	DiChlor Granular	12,500 gal.	
Santee High School 1921 S. Maple Ave., L.A. 90011	Bulk Liquid	390,000 gal.	
Willenberg Special Education Center 308 Weymouth Ave., San Pedro 90732	Bromine Tablets	12,500 gal.	
West Adams Prep. 1500 W. Washington Blvd., L.A. 90006	Bulk Liquid	390,000 gal.	500/350

NOTE: The District reserves the right to add or delete delivery locations during the term of the Contract anywhere within the District's geographical boundaries. All additions and deletions must be authorized by the Swimming Pool Technical Supervisor. Additions/deletions will be made by notifying the Contractor seven (7) days before expected delivery date.

AWARD AUTHORIZATION

SUBJECT: REQUEST FOR AUTHORIZATION TO ENTER INTO A CONTRACT TO PROVIDE SWIMMING POOL CHEMICALS

ADOPTED
BOARD REPORT
MAR 24 2009

CONTRACTOR: Waterline Technologies, Inc.

BID/AGREEMENT NUMBER: C-1030 / 0950154

PRODUCT/SERVICES: The contractor will provide swimming pool chemicals comprised of 30,600 gallons of liquid chlorine, 65,000 pounds of alkalinity powders, 8,200 gallons of liquid muriatic, and various other chemicals and testing supplies/kits to treat 23 swimming pools throughout the District.

POLICY IMPLICATIONS: There is no policy implication.

**PROCUREMENT TYPE/
BASIS OF AWARD:** Requirements contract awarded to the lowest responsive/responsible bidder

No Small Business Enterprise (SBE) participation

CONTRACT TERM: April 1, 2009 through March 31, 2012

EXTENSION OR OPTION: N/A

**ESTIMATED ANNUAL
CONTRACT VALUE:** 1st. Year of Contract Term: \$123,799
2nd. Year: \$130,558*
3rd. Year: \$137,686*
\$392,043 – Total value of award

FUNDING SOURCE: Funding will be provided by Maintenance and Operations (Fund 009/Program 9779) (OPERATIONS FUNDS – RESTRICTED)
A procurement freeze exception has been authorized by the applicable senior staff member.

CONTRACT SPONSOR: Bruce Kendall
Deputy Chief Executive

CONTRACT APPROVER: Joseph A. Mehula
Chief Facilities Executive

PROCUREMENT OFFICIAL: Marc Monforte
Interim Director of Materiel Management and Purchasing

RATIFICATION RATIONALE: N/A

*Includes estimated C.P.I. increase

BOARD REPORT — PROCUREMENT SUMMARY
ATTACHMENT C – 1

SUBJECT: REQUEST FOR AUTHORIZATION TO ENTER INTO A CONTRACT TO PROVIDE SWIMMING POOL CHEMICALS

1.	IFB/CONTRACT/P.O. NUMBER: C-1030 / 0950154				
2.	RECOMMENDED CONTRACTOR: Waterline Technologies, Inc.				
3.	PROCUREMENT METHOD:	IFB: <input checked="" type="checkbox"/>	RFQ: <input type="checkbox"/>	Non-Competitive: <input type="checkbox"/>	
4.	CONTRACT TYPE:	5.	BID/PROPOSAL PRICE ANALYSIS INFORMATION:		
	Requirements contract	A. Bid Price: \$123,799	B. Negotiated Amount N/A		
6.	PROCUREMENT DATES:				
	A. IFB Issued: October 21, 2008		B. Advertised: October 22, 2008 & October 29, 2008		
	C. Pre-Bid Conference October 28, 2008		D. Bids Due: November 14, 2008		
	E. Responsibility Determination Completed: November 24, 2008		F. Abstention Information Submitted to Ethics: N/A		
	G. Pre-Award Audit Completed: N/A				
7.	SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:				
	A. SBEs Included: Yes		Date Small Business Evaluation Completed: November 24, 2008		
	B. Small Business Commitment(s): No Small Business Enterprise (SBE) participation.				
8.	INVITATION FOR BID DATA:				
	Number of Bidder's Solicited: 18	IFB's Downloaded: 14	Total IFB's Received: 3	Non-Responsive/Non-Responsive: 1	Higher: 1
9.	EVALUATION INFORMATION ON THE LOWEST RESPONSIVE/RESPONSIBLE BIDDERS:				
	A. Bidder's Name: 1. Waterline Technologies, Inc. 2. Lincoln Equipment		<u>Bid Amount</u> (Based on Estimated Annual Usage): 1. \$123,799 2. \$156,485	<u>Item(s)/Service Quoted</u> Pool chemicals, sodium hypochlorite, liquid chlorine, alkalinity powder, and various other chemicals.	
	B. Bid/Item/Service Pool chemicals, sodium hypochlorite, liquid chlorine, alkalinity powder, and various other chemicals.		<u>Bid Unit Price/Rate/Total:</u> \$0.265/ea - \$556.00 /ea.	<u>Historical Unit Price/Rate/Total:</u> New items	
10.	BACKGROUND ON THE CONTRACTOR Waterline Technologies, Inc. has been in business for 18 years and is a swimming pool chemical distributor located in Santa Ana California. The CEO of Waterline Technologies, Inc. is Kirk Buttermore. Its major customers are City of Arcadia Water Department, City of Los Angeles, and Disneyland Infrastructure. Waterline Technologies, Inc. has previously done business with the District.				
11.	EVALUATION/CONTRACTOR ASSESSMENT There are no negative past performance issues on file with the Purchasing Branch.				
12.	PROTEST INFORMATION:				
	A. Protest Period End Date: December 15, 2008	B. Protest Receipt Date: N/A		C. Disposition of Protest Date: N/A	
13.	PROCUREMENT CERTIFICATION:				
	The Procurement was conducted in accordance with District policies and procedures and a technical evaluation was provided by the sponsoring Department: Maintenance and Operations.				

Los Angeles Unified School District

Business Services Division

RAMON C. CORTINES
Superintendent of Schools

DAVID HOLMQUIST
Interim Chief Operating Officer

MICHAEL A. EUGENE
Business Manager

DUANE P. JOHNSON
Chief Procurement Officer

MARC MONFORTE
Interim Director of Materiel Management & Purchasing

Delivered via email to tberrey@waterlinetech.com on Mar 27 2009

March 26, 2009

NOTICE OF ACCEPTANCE OF BID AND AWARD OF CONTRACT

Contract No.: 0950154

Bid No: C-1030

Contract Period: April 1, 2009 to March 31, 2012, inclusive

Waterline Technologies, Inc.
620 N. Santiago St.
Santa Ana, CA 92701

Attention: Thomas R. Berrey

This is your notice that on March 24, 2009, the Los Angeles Unified School District accepted your Bid and awarded a Contract to you for the item(s)/service(s) listed in "Attachment No. 1 to Notice of Acceptance of Bid and Award of Contract," which is attached hereto and made a part hereof (hereinafter referred to as "Attachment No. 1").

The District's acceptance of your Bid and award of Contract is made conditional on the District's denial of your requested "Bidder's Exceptions To Bid" (if applicable) which are listed on Attachment No. 1 (hereinafter referred to as "Exceptions").

The Contract consists of your submitted Bid (excluding Exceptions that have been denied, if applicable), the other documents specified in the Specifications and General Bid and Contract Conditions (hereinafter referred to as the "Bid Documents"), this letter (Notice of Acceptance of Bid and Award of Contract), and Attachment No. 1 to this letter.

Satisfactory Evidence of Insurance in compliance with the requirements specified in the Bid Documents must be furnished within the time period specified in Attachment 1 to this letter. Failure to furnish the Evidence to the Contract Processing Unit within time period specified could result in default of the Contract.

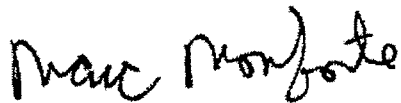
The District may not issue a Purchase Order or Notice to Proceed until all such required items have been furnished.

If you have any questions regarding this award of contract, please contact the buyer.

Please indicate your acknowledgment of receipt of this letter by signing and returning the "original" of this letter to the Contract Processing Unit at the following address:

Los Angeles Unified School District
Purchasing Branch - Contract Processing Unit
8525 Rex Road
Pico Rivera, CA 90660-3779

Sincerely,



MARC MONFORTE
Interim Director of Materiel Management & Purchasing

MM:dn

c: Angelo Sarao

* * * * *

Waterline Technologies, Inc.

Contractor acknowledges receipt of this Notice and Attachment No. 1 identifying the items awarded.

By: Thomas R. Berrey
Signature

By: THOMAS R. BERREY
Print Name

Title: GM

Date: 3-30-09

Los Angeles Unified School District

Business Services Division Procurement Services Group

ATTACHMENT NO. 1

TO

NOTICE OF ACCEPTANCE OF BID AND AWARD OF CONTRACT

Date of Notice: March 26, 2009

Contract No.: 0950154

Bid No: C-1030

Items Awarded

All items listed in the Bid's Rate Schedule Section, inclusive.

Only the items listed on Page 2 of this Attachment.

Bidder's Exceptions To Bid

Not applicable.

The following requested exceptions are denied:

Payment and/or Performance Bond(s)

Not applicable.

Required; due within ten (10) calendar days of the above Date of Notice.
Amount \$ _____.

Evidence of Insurance

Not required at this time as current evidence of insurance is on file. New evidence must be submitted prior to any policy expiration.

Required as indicated below within 10 days. In addition, this contract will not be forwarded for use until satisfactory Evidence of Insurance is provided.

Commercial general liability*

Automobile liability (owned, hired and non-owned)*

Workers' compensation

Other: *Please provide insurance certificate naming Los Angeles Unified School District and the Board of Education of the City of Los Angeles as additional insureds.*

*The policy must be endorsed to name Los Angeles Unified School District and the Board of Education of the City of Los Angeles (two separate entities) as additional insureds.

Evidence of Insurance (continued)

_____ Professional liability
_____ Other:

Call Debbie Noble at (562) 654-9389 for assistance or information regarding insurance requirements. Send the Evidence of Insurance to:

Los Angeles Unified School District
Purchasing Branch
Attn: Debbie Noble
8525 Rex Road
Pico Rivera, CA 90660-3779

Only the following item(s) listed in the Bid's Rate Schedule Section have been awarded:

Section No.	Item No.	Comments
III	1 thru 39, and 43 thru 60	Swimming Pool Chemicals

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/30/2009
PRODUCER (714)979-6543 FAX (714)549-2943 Wigmore Insurance Agency, Inc. 2970 Harbor Blvd. #215 License #0811959 Costa Mesa, CA 92626	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Waterline Technologies, Inc. 620 Santiago St. Santa Ana, CA 92701	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Maryland Casualty Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMPI/OP AGG \$ _____																
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____																
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC \$ _____ AGG \$ _____																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____																
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC0284141100	07/01/2008	07/01/2009	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">WC STATU-TORY LIMITS</td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 70%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	X	WC STATU-TORY LIMITS	OTH-ER			E.L. EACH ACCIDENT		\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
X	WC STATU-TORY LIMITS	OTH-ER																				
	E.L. EACH ACCIDENT		\$ 1,000,000																			
	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
		OTHER																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 day notice to insured of cancellation for non-payment of premium/non-reporting of payroll. No other modification to the Cancellation section in this certificate will apply to Workers' Compensation coverage.

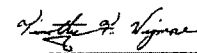
CERTIFICATE HOLDER

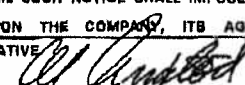
LOS ANGELES UNIFIED SCHOOL DISTRICT & THE BOARD OF EDUCATION OF THE CITY OF LOS ANGELES
 ATTN: DEBBIE NOBLE
 8525 REX ROAD
 PICO RIVERA, CA 90660-3779

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Timothy Wigmore/K140



ACORD™		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY) 03/31/09
PRODUCER FEDERATED MUTUAL INSURANCE COMPANY 5701 W. Talavi Boulevard Glendale, AZ 85306 Phone: 1-888-333-4949 Home Office: Owatonna, MN 55060		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED WATERLINE TECHNOLOGIES INC 620 SANTIAGO ST SANTA ANA CA 92701		308-577-6	COMPANIES AFFORDING COVERAGE		
		COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY			
		COMPANY B			
		COMPANY C			
		COMPANY D			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROF	623485	08/15/08	08/15/09	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	623485	08/15/08	08/15/09	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	623486	08/15/08	08/15/09	EACH OCCURRENCE \$ 8,000,000
					AGGREGATE \$ 8,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	OTHER				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.					
			THE CITY OF LOS ANGELES.		
			RE: DELIVERY OF SWIMMING POOL SUPPLIES AND EQUIPMENT.		
THE ADDITIONAL INSURED ALSO INCLUDES BOARD OF EDUCATION OF					
CERTIFICATE HOLDER			CANCELLATION		
3086774 LOS ANGELES UNIFIED SCHOOL DISTRICT AND THE BOARD OF EDUCATION OF THE CITY OF LOS ANGELES 8525 REX ROAD PICO RIVERA CA 90860-3779			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE  PRESIDENT ACORD CORPORATION 1989		
ACORD 25-S (1/95)					