

CITY OF LOS ANGELES

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



ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 18000000350 1	SOFTWARE, LICENSES AND MAINTENANCE, "AUTODESK"	
Contract Dates	Payment Terms	Delivery Days ARO
06-25-18 to 04-10-21	0% Net 30	30
Central Purchasing	Vendor	Bill To
Contact: Jeffrey Chan Phone: (213) 928-9595 E-mail: jeffrey.chan@lacity.org	000035343 D L T SOLUTIONS, LLC 2411 DULLES CORNER PK STE 800 HERNDON, VA 20171	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

Extended Description

This Contract is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the General Services Administration Federal Supply Service (GSA) Contract/Agreement Number GS-35F-267DA.

The contract is awarded for the following: ****SOFTWARE, LICENSES AND MAINTENANCE, "AUTODESK"****

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	43160000	Maintenance, Repair Service and Repair Parts/Spare Parts		\$0.0000	(-) 0%	
Extended Description: Special Item No. 132-12						
Maintenance, Repair Service and Repair Parts/Spare Parts, "AUTODESK"						
In accordance with the GSA Schedule No. GS-35F-267DA AUTODESK CATALOGUE Price list						
Price list date: 05/7/2018						
Applicable price column: 05/7/2018 SELL PRICE						
The "Price Agreement Conditions" herein shall apply to discounts/mark ups.						
2	43160000	Term Software Licenses		\$0.0000	(-) 0%	
Extended Description: Special Item No. 132-32						
Term Software Licenses, "AUTODESK"						
In accordance with the GSA Schedule No. GS-35F-267DA AUTODESK CATALOGUE Price list						
Price list date: 05/7/2018						
Applicable price column: 05/7/2018 SELL PRICE						
The "Price Agreement Conditions" herein shall apply to discounts/mark ups.						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
3	43160000	Perpetual Software Licenses		\$0.0000	(-) 0%	
Extended Description: Special Item No. 132-33 Perpetual Software Licenses, "AUTODESK" In accordance with the GSA Schedule No. GS-35F-267DA AUTODESK CATALOGUE Price list Price list date: 05/7/2018 Applicable price column: 05/7/2018 SELL PRICE The "Price Agreement Conditions" herein shall apply to discounts/mark ups.						
4	43160000	Maintenance of Software		\$0.0000	(-) 0%	
Extended Description: Special Item No. 132-34 Maintenance of Software, "AUTODESK" In accordance with the GSA Schedule No. GS-35F-267DA AUTODESK CATALOGUE Price list Price list date: 05/7/2018 Applicable price column: 05/7/2018 SELL PRICE The "Price Agreement Conditions" herein shall apply to discounts/mark ups.						

Authorized By

Annual Requirements Contract Clauses, Terms, and Conditions

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

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Supporting Documents

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ARC 18000000350 CONTRACT COMMENTS:

Procurement Analyst: Jeffrey Chan Phone Number: (213) 928-9595

E-mail address: Jeffrey.Chan@lacity.org Fax Number: (213) 928-9511

Requirements Contract for: ** SOFTWARE, LICENSES AND MAINTENANCE, "AUTODESK" **

Award No. 18000000350

Notice of award of contract No. 180000000350 Previous Contract: 58866

Payment Terms: 0% 30 Days Delivery: 30 Days A R O

Shipping Terms: FOB Destination

Renewal Options Granted: N/A

This Contract is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the General Services Administration Federal Supply Service (GSA) Contract/Agreement Number GS- GS-35F-267DA.

The contract is awarded for the following: **** SOFTWARE, LICENSES AND MAINTENANCE, "AUTODESK" ****

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

SUPPLIER CONTACTS:

Contact Person: Ryan Loveless
Title: Sr. Sales Representative
Telephone No.: (703) 773-9263
E-Mail Address: ryan.loveless@dlt.com

CONTRACT PURCHASE ORDERS:

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

APPROVED CONTRACT ITEM PURCHASES:

The listed items cover the only products approved for purchase under this contract.

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The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

TECHNICAL SERVICES AND /OR ORDERING ASSISTANCE:

DLT hot line technical support and /or ordering assistance number 800-262-4DLT for the purpose of providing user assistance and guidance in the implementation and/or ordering of software. The technical support number is available from 8 AM to 6 PM EST.

PRICE AGREEMENT CONDITIONS:

Prices charged the City are in accordance with the GSA Schedule Price list stipulated herein. Any subsequent price list updates shall be submitted to the Purchasing Agent by the supplier in accordance to the following:

- FOR PRINTED OR ELECTRONIC (EXCLUDING INTERNET / ON-LINE) CATALOGS AND PRICE LISTS;

1. A letter requesting price list updates shall indicate supplier's name, contract number and published price list(s) date and number.
2. All new price lists shall show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles Purchasing Agent. Price list updates will become effective only upon approval by the Purchasing Agent. If approved, a contract amendment letter will be mailed to the supplier identifying the price list and its effective date or any other price changes.
3. Purchasing Agent approved price lists may be requested from the supplier by each City Department that uses the contract. The price lists may be shipped directly from the supplier to the City department.

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

The supplier shall provide access to a secured (https) website for City of Los Angeles staff to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Contract Purchase Order shall be submitted with the supplier's invoice to the City's Payment Services Division (SMS Accounts Payable). Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the supplier's invoice.

STANDARD PRODUCT WARRANTY:

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles and in accordance with the Warranty Provision as stipulated on the GSA Schedule.

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QUARTERLY REPORTS:

The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

- 1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the City (contract inception to report date).
- 2) Recycled Material/Product Report that indicates the quantity and description of products sold to the City that have recycled material content. This information may be included in the Expenditure Report.
- 3) MBE/WBE/OBE Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from Minority, Women, or Other Business Enterprise sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the month following contract quarter end to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

ENVIRONMENTALLY PREFERABLE PRODUCTS:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

ENVIRONMENTALLY PREFERABLE PRODUCTS REPORTING:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

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The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

QUARTERLY REPORTS:

The supplier shall provide the City Purchasing Agent with quarterly EPP reports, to include the following (each report should be comprehensive, including all relevant information from contract inception to the date of each report):

1. Expenditure Report of all items sold to the City that includes the following:
 Participating City departments,
 Contract Purchase Order Number,
 Manufacturer's name,
 Product code or part number,
 Product description,
 Unit of Measure,
 Quantity,
 Unit Price, and
 Extended price

Note: Individual EPP reports shall be provided for Council-Controlled Departments; Library; and the proprietary departments: Department of Water and Power, Los Angeles World Airport, and the Port of Los Angeles.

2. Expenditure Report of all items sold to any Other Government Agencies (other than those mentioned in item no. 1 above) using the prices, terms and conditions of any contracts resulting from this RFQ (each report should be comprehensive, including all relevant information from contract inception to the date of each report).

OFF-PEAK DELIVERY AND PICK-UP HOURS:

The City of Los Angeles requires off-peak delivery and pickup of all commodities by City suppliers between the hours of 9:00 AM and 3:30 PM, Monday through Friday, to reduce traffic and vehicle emissions during morning and afternoon commute times. Suppliers are determined in compliance if the actual delivery or pickup time provides for arrival at the City location on or after 9:00 AM and on or before 3:30 PM.

Unless otherwise instructed by authorized City personnel, suppliers are required to schedule deliveries and/or pickups during the off-peak period. City departments sharing facilities that order products from the same supplier shall make every effort to coordinate off-peak deliveries and pickups with the supplier.

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Emergency and critical need orders, or other non-conforming deliveries and pickups specifically requested by City departments shall not constitute a violation of this requirement. In addition, circumstances that are outside of the supplier's control and documented by the supplier to the ordering department's or the City Purchasing Agent's satisfaction shall not constitute a violation of this requirement.

Noncompliance with this requirement may result in cancellation of a Purchase Order(s) or termination of Contract(s) between the City and the supplier.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s).

OTHER GOVERNMENT AGENCY PURCHASES:

Other government agencies may make purchases using the prices, terms and conditions of this contract.

CONTRACT PERFORMANCE REVIEWS:

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing on the supplier's and the City's meeting product and service quality levels stated in the Contract, adherence to the Contract terms and conditions, and providing a forum to informally discuss opportunities for improving products, services, Contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

SUBCONTRACTORS:

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

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

All procurement agreements with a value in excess of \$25,000 and having a term in excess of three (3) months are subject to the Sweat-Free Procurement Ordinance. Subcontractor information for these agreements shall be provided in both hardcopy and electronic versions. Information for these contractors/subcontractors will be posted on the City Purchasing Agent's Internet website.

VENDOR PAYMENT:

1. The City requires that when submitting Invoices to the Payment Services Section, the order number must be referenced on the Invoice. Failure to include this information will delay the payment process.

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2. Correct Pricing: Contract pricing or quoted pricing for non-contract purchases should be reflected on the invoice. Price discrepancies will also cause payment delays.

3. Additional Charges: Additional charges such as freight or delivery, if applicable, must be quoted at the time the order is placed. If additional charges are included on an invoice and not reflected on the SMS order, delays will occur.

4. Where to Send Invoices: All Invoices for SMS orders should be sent to the SMS Payment Services Section Piper Technical Center, 555 Ramirez Street, Suite 312, Los Angeles, 90012.