

BID RECAP SHEET

TRANSMITTAL NO. 1

| VENDOR | | Amtech Elevator Services | Kone, Inc. | | | |
|-------------------------|----------|--------------------------|---------------|----------------|------|------|
| Fax No. | | 860-660-8376 | 562-921-1501 | | | |
| CITY | | Downey, CA | Cerritos, CA | | | |
| ITEM | QTY | | | | | |
| 1. | 1 | \$ 223,000.00 | \$ 193,900.00 | \$ - | | |
| | | \$ 216,310.00 | \$ 193,900.00 | \$ - | \$ - | \$ - |
| 2. | | \$ - | \$ - | \$ - | | |
| | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. | | \$ - | \$ - | \$ - | | |
| | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. | | \$ - | \$ - | \$ - | | |
| | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. | | \$ - | \$ - | \$ - | | |
| | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. | | \$ - | \$ - | \$ - | | |
| | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. | | \$ - | \$ - | \$ - | | |
| | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. | | \$ - | \$ - | \$ - | | |
| | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. | | \$ - | \$ - | \$ - | | |
| | | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. | | \$ - | \$ - | \$ - | | |
| | | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL OTHER PG: | | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | | \$ 223,000.00 | \$ 193,900.00 | \$ - | \$ - | \$ - |
| DISCOUNT TOTAL | | \$ 216,310.00 | \$ 193,900.00 | \$ - | \$ - | \$ - |
| DELIVERY | | 100 Days | 14 Weeks | | | |
| BILLING DISCOUNT | | 3.00% | 0.00% | | | |
| BILLING DAYS | | 30 | 30 | | | |
| SLB (10%) | | | | | | |
| SLB NET PRICE | | N | N | | | |
| F.O.B. | | | | | | |
| AWARDED TO: | VENDOR # | P.O. # | ITEMS | REASONS | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| L. . .E: 04/8/2011 | | PAGE: 1 OF 1 | | BID NO.: F-740 | | |
| BUYER: Kim Azmi | | | | | | |

TO: HARBOR DEPARTMENT PURCHASING OFFICE
 BY MAIL: P. O. Box 786, Wilmington, CA 90748
 DELIVERY: 500 Pier "A" Street, Berth 161
 Wilmington, CA 90744

BID NO. F-740 Page 1
 Show this number on envelope
 Contract No. 39583

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page and the reverse side, any addendums and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS, OPTIONS, NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Cerritos, CA ON THE 7th DAY OF April, 2011
City, State Date Month Year


BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name KONE, Inc.
 Phone (562) 921-1555 Fax (562) 921-1501
 Address 12950 Alondra Blvd., Cerritos, CA 90703
City State Zip

Michael P. Bawaska Michael P. Bawaska Corporate Controller, Treasurer
Signature Printed Name Title
Jeff Blum Senior Vice President West Region
Signature Printed Name Title

Signature (Approved Corporate Signature Methods) KONE # 6023095 Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)
 a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
 b) One signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

| | | |
|---|--|---|
| County of <u>Rock Island</u> State of <u>ILLINOIS</u> S.S. Subscribed and sworn this date  Notary Seal Signature | In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department Date _____ | Approved as to Form <u>June 21</u> , 201 <u>1</u> City Attorney BY <u>J. M. Case</u> Deputy |
|---|--|---|

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-740

| | | |
|--|---|--|
| SUBMIT BID TO : | | BID DUE BEFORE 2:00 P.M. March 29, 2011 <i>APRIL 7</i> |
| By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744 | By Mail: Los Angeles Harbor Department Purchasing Office P. O. Box 786 Wilmington, CA 90748 | |
| Buyer: <i>K.A. Spiebert</i> Kimberly Azmi, Procurement Analyst (310) 732-3890 | | BIDS WILL BE PUBLICLY OPENED |

ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL.
AFFIRMATIVE ACTION - AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

| QUANTITY AND UNIT | ITEMS and DESCRIPTION | UNIT PRICE QUOTED | EXTENSION |
|-------------------|-----------------------|-------------------|-----------|
|-------------------|-----------------------|-------------------|-----------|

PRICES QUOTED ARE IN ACCORDANCE WITH LOS ANGELES GENERAL SERVICES CONTRACT NO. 59115 and 58962, COOPERATIVE PURCHASING ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (A)(8).

To upgrade the freight elevator #4, at Warehouse #1, San Pedro, CA. Upgrade to be in accordance with the attached specifications.

Price to include all equipment, labor, tools, materials, transportation, applicable permits and taxes to complete work: One Hundred Ninety Three Thousand & No/100 Dollars.....Lump Sum \$ 193,900.00

PRE-BID CONFERENCE. There will be a **MANDATORY** Pre-Bid Conference for all Bidders. VENDORS NOT IN ATTENDANCE WILL NOT BE ALLOWED TO BID ON THIS PROJECT.

DATE: March 22, 2011
TIME: 9:00 a.m.
LOCATION: Contracts & Purchasing
500 Pier A Street, 1st Floor
Wilmington, CA 90744

The purpose of the Pre-Bid Conference is to answer any questions about the requirements contained within the bid and to provide any additional information, which may prove helpful to the prospective bidder, as well as overcome any barriers to participation.

| | |
|--|---|
| REQ. NO.: E-110733 NOTIFY: G. Roesner 03/16/11 KA:ap PAGE 2 | STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1 |
|--|---|

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-740

BID DUE BEFORE 2:00 PM ON: March 29, 2011

SUPPLIER CONTACT INFORMATION:

Contact Person: Daniel E. Savage

Title: Elevator Modernization Sales Executive

Telephone No.: (562) 921-1555 x160

Fax No.: (562) 921-1501

E-Mail Address: dan.savage@kone.com

24 Hour Contact No.: (877) 276-8691

ADDENDUMS. From time to time the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, he may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

NEW AND UNUSED. The equipment furnished shall be new and unused, current model.

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted:
Twelve (12) months

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INSURANCE: Contractor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown on the attached Los Angeles Harbor Department Insurance Assessment Request document (Exhibit A). Such proof, except for Workers' Compensation, shall include the following clauses:

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

INSURANCE PROCEDURES

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Track4LA[®] is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA[®] include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Consultant's insurance broker or agent shall obtain access to Track4LA[®] at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf.

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and

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BID DUE BEFORE 2:00 PM ON: March 29, 2011

expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to Track4LA®. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation, please go to

<http://www.portoflosangeles.org/business/risk.asp>.

NOTE:

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

INITIAL HERE ACKNOWLEDGING INSURANCE CLAUSE:

 (initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **One Million** Dollars (**\$ 1,000,000.00**) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a

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self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include a Waiver of Subrogation in favor of the Harbor Department, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

Auto Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **Five Hundred Thousand Dollars (\$ 500,000.00)** covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include a Waiver of Subrogation in favor of the Port, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

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CONTRACTOR'S LICENSE. In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information:

Contractor's License No.: 179166

Class: C11 Expiration Date: June 30, 2011

CONSTRUCTION MATERIALS. Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be ULFM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code (s).

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

SITE MAINTENANCE & CLEAN-UP. Contractor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Contractor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Warehouse #1, San Pedro, CA 90731.

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.**

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: _____.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: KONE, Inc.

ADDRESS: P.O. Box 429

Moline, IL 61266-0429

Invoices submitted for payment where the invoice name and address does not match the name as it

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appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

MINORITY ,WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE): It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

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BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:
(Not applicable.)

GENERAL CONDITIONS

READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

THE END



Contracts and Purchasing Division

Berth 161 500 Pier "A" Street Wilmington, CA 90748-0786 TEL/TDD 310 732-3890 FAX 310 513-6234 www.portoflosangeles.org

Antonio R. Villaraigosa

Mayor, City of Los Angeles

Board of Harbor
Commissioners

Cindy Mielckowski
President

David Arian
Vice President

Kaytynn L. Kim

Robin M. Kramer

Douglas P. Krause

Geraldine Knatz, Ph.D.

Executive Director

DATE: March 22, 2011

BID # F-740 ADDENDUM #1 DESCRIPTION: Upgrade Freight Elevator #4
at Warehouse #1, San Pedro, CA

BID OPENING DATE: April 7, 2011

Change From:

BID OPENING DATE: March 29, 2011

Change To:

BID OPENING DATE: April 7, 2011

All other terms, conditions, and specifications of the bid request shall remain the same.

QUESTIONS, BUYER: Kimberly Azmi, (310) 732-3890.

Please attach this addendum to your contract.

Very truly yours,

Kimberly Azmi
Procurement Analyst