TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1272 1
Show this number on envelope

Agreement No.

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, terms and conditions, any addenda, 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" according to the terms and conditions. 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: Lisle, IL (City, State) ON THE 5 (Date) DAY OF Feb. (Month), 2026 (Year)

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name KONE Inc.

Phone 714-890-7080 Email amy.strobel@kone.com

Address 1540 Scenic Ave, Suite 100 Costa Mesa CA 92626
Street City State Zip

Kim Th — Kim Thompson — Asst. Sec.
Signature — Printed Name — Printed Title

Signature — Printed Name — Printed Title

(Approved Corporate Signature Methods)

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 DuPage

State of ILLINOIS S.S.

Subscribed and sworn this date February 5, 2026

OFFICIAL SEAL
JANA L CRAWFORD
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/25/26

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 and legality
2-23, 2026

City Attorney

BY _____
Deputy

727884

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1272

SUBMIT BID TO :	BID DUE BEFORE 2:00 P.M. JANUARY 16, 2026
Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744	
Buyer: Jacquelyn Estrada, Procurement Analyst **Email: JEstrada@portla.org**	**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.

ELEVATOR AND ESCALATOR MAINTENANCE, REPAIR AND MODERNIZATION SERVICES

A **Cooperative Agreement** is requested in accordance with the City of Kansas City, Missouri Contract No. EV2516 ("OMNIA Partners Contract"), with Kone Inc., for the annual requirements of the Los Angeles Harbor Department ("Department" or "City") for a term of three (3) years, commencing on April 17, 2026 and ending on April 16, 2029, as approved by the Board of Harbor Commissioners, for **ELEVATOR AND ESCALATOR MAINTENANCE, REPAIR AND MODERNIZATION SERVICES.**

PRICES QUOTED ARE IN ACCORDANCE WITH CITY OF KANSAS CITY, MISSOURI CONTRACT FOR ELEVATOR, ESCALATOR AND WALKWAY MAINTENANCE AND MODERNIZATION SERVICES AND RELATED SOLUTIONS, NO. EV2516, COOPERATIVE PURCHASE AGREEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTIONS 10.15 (a)(7) AND 10.15 (a)(8), AND ARE TO INCLUDE ALL DELIVERY CHARGES AND FEES, EXCLUDING SALES TAX, UNLESS OTHERWISE QUOTED.

MASTER AUTHORITY PRICING. Pricing is in accordance with City of Kansas City, Missouri Contract for Elevator and Escalator Maintenance Services No. EV2516, which may be accessed at the following URL: https://www.omniapartners.com/suppliers/kone/public-sector/contract-documents

The terms of the OMNIA Partners Contract are incorporated herein by reference. To the extent that the terms and conditions of the OMNIA Partners Contract are in conflict with the terms and conditions contained in this contract, the terms and conditions of this contract will govern.

REQ. NO.: E-26-0068 NOTIFY: P. Hazelett JLE 12/19/25	BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1272
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 16, 2026

BIDDER'S INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, Bidder ("Vendor", "Supplier", "Contractor") shall complete and return all Quotation documents requested by the Department, including addenda, specifications, drawings and all forms. It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Department, including addenda, specifications, drawings and all forms. The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Department at the Quotation closing date and time.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS. Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered/received at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, power and internet outages, email server failures and delays, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted electronically, in person or by mail.

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 the bid.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

SURVIVABILITY. Contracts awarded using the authority provided by the OMNIA Partners Contract will survive the OMNIA Partners Contract itself. As a Customer purchasing the materials and services, the Harbor Department will continue to receive ongoing service from the contracted Vendor at the agreed upon OMNIA Partners Contract rate through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing OMNIA Partners Contract through that final term and any subsequent renewals and extensions. Upon the Contract termination, the Harbor Department and the Vendor may agree to further extend a placement. Such further extensions shall not be for more than twelve-month terms, and the Department will reserve the right to terminate these placements with 30 days' written notice and without termination penalties.

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1272
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 16, 2026

CONTRACTUAL TERMS SECTION

VENDOR CONTACT FOR CONTRACTUAL ISSUES.

Contact Person: Amy Strobel

Title: Sales Executive

Telephone: 714-699-0354

Email Address: amy.strobel@kone.com

VENDOR CONTACT FOR SERVICE AND WARRANTY ISSUES.

Contact Person: Liz Bucci

Title: Account Manager ☐ Same as above

Telephone: 714-699-0269

Email Address: elizabeth.bucci@kone.com

SHIPPING CHARGES – COMMON CARRIER. Shipping/Freight charges for parts and materials from manufacturer to vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.

DELIVERY CHARGES – BY VENDOR. Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

NEW AND UNUSED. Any and all equipment furnished shall be new and unused, current model or offering.

WARRANTY. Terms of warranty on new equipment, materials, and services offered (if applicable). Free PARTS AND SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment and/or services have been accepted:

Parts: 1 Year Labor: 1 Year

Please attach additional warranty terms to bid, if applicable.

LABOR RATES. Rates for those trades subject to Payroll Reporting are subject to change according to Department of Industrial Relations (DIR) Prevailing Wage Determinations.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1272
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 16, 2026

MATERIAL, EQUIPMENT, SERVICE

TIME AND MATERIALS WITH NO FIXED FEE. All invoices with payments for time and materials must be supported/backed up by time sheets. Note: Those invoices with fixed fee rates do not require time sheets.

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.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

SITE MAINTENANCE AND 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 and clean appearance.

CARE AND CUSTODY. The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agents.

TWIC CARD. Contractor must ensure that any of its employees performing work under this contract in and around Department property procure and maintain a Transportation Worker Identification Credential (TWIC) card, as may be required. The card is to be purchased and maintained at contractor's expense. TWIC enrollment details may be found at https://www.tsa.gov/for-industry/twic or by phone at (855) 347-8371.

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: 6/30/2026

DELIVERY CLAUSES

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Zip Code 90731 or 90744, Jobsite Location, as directed by Department personnel.

NOTIFICATIONS. The vendor shall notify Phil Hazelett, Construction and Maintenance Division of the Harbor Department, at phazelett@portla.org no fewer than three (3) days in advance that quoted equipment is ready for delivery and/or service.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1272
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 16, 2026

FINANCIAL CLAUSES

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be **$2,000,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, the total contract amount of **$6,000,000.00** may not be exceeded without prior written approval from the Board of Harbor Commissioners.

SUB-PURCHASE ORDERS AND LIMITATIONS. Sub-orders will be issued from time to time during the contract period indicated above. Vendor shall make no deliveries until a sub-order number is given for a specific delivery to the department concerned. Regardless of the expiration date, this order shall be considered cancelled if and when total expenditures reach **$6,000,000.00**, unless vendor receives a written notification of an increase by the Director of Contracts and Purchasing.

MISCELLANEOUS PURCHASES. The Harbor Department requests the option to purchase miscellaneous related parts and supplies, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed $1,000.00 per order, per invoice.
Check one and initial:

☒ Option Granted ☐ Option Not Granted INITIAL: AJS

CONTINUITY OF SERVICE. The Vendor shall ensure that there are no interruptions or delays in the provision of services due to invoicing errors, omissions, or discrepancies. The Vendor acknowledges that timely and accurate invoicing is its responsibility and agrees that any failure to submit a proper invoice shall not be grounds for suspension, reduction, or termination of services. In the event of an invoicing dispute, the Vendor shall continue to provide uninterrupted service while the dispute is being resolved.

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.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. An active California Department of Tax and Fee Administration Seller's Permit is required to collect California Sales Taxes.

Seller's Permit Number: 030-602314

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.

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.

BTRC Number: 0000578473

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1272
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 16, 2026

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). Please provide a copy of your firm's IRS Form W-9 with your bid.

COMPANY: See Attached

REMIT TO: ADDRESS: _____

_____

A/R EMAIL: _____

Invoices submitted for payment where the invoice name and address do not match as they appear on the Purchase Order or as indicated in the space above, will not be processed and will be returned to the Vendor.

WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. Should either of these two situations apply to your company, please attach one of the following forms to your bid in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate,* certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet,* which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:
https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html

Please Check One:

☐ **Both Bidder's Legal Address and Remittance Address are located within the State of California. Withholding Forms Not Required.**

☒ **Withholding Forms Attached**

KONE

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entity's or individual's name is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

KONE INC.

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have or the partnership intends, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

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

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

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

Requester's name and address (optional)

ONE KONE COURT

6 City, state, and ZIP code

MOLINE, IL 61265

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
3 6 – 2 3 5 7 4 2 3

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Date 5/8/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

UPDATED KONE Customer Payment Information

Effective immediately, the following information represents the current banking information for KONE Incorporated offices within the United States.

Check Payment – Lockbox Address

If payment is being sent from:

States: **AK, AL, AR, AS, GU, IA, IL, IN, KS, KY, LA, MI, MN, MO, MP, MS, ND, NE, PR, SD, TN,WI**
Remit to: KONE Chicago PO Box 734874 Chicago, IL 60673-4874

States: **CT, DC, DE, FL, GA, MA, MD, ME, NC, NH, NJ, NY, OH, OK, PA, RI, SC, VA, VI, VT, WV**
Remit to: KONE Brooklyn PO Box 22251 New York, NY 10087-2251

States: **AZ, CA, CO, HI, ID, MT, NM, NV, OR, TX, UT, WA, WY**
Remit to: KONE Pasadena PO Box 102425 Pasadena CA 91189-2425

Electronic Payment Only - Bank Account and Remittance Details

- https://kone.billtrust.com to electronically pay invoices via ACH and Credit Card
- Direct submission to Citi Bank. If this method is used, email remittance detail to: accountsreceivable.ssc@kone.com

Account Name:	KONE Incorporated	ABA Routing Number:	021000089
Bank Name:	Citibank	Bank Account Number:	30915201
Bank Address:	399 Park Avenue New York, NY 10022	Federal Tax ID#:	36-2357423

Credit Card Payment – How to Request Payment

- Cards accepted; Visa, MasterCard, American Express and Discover. Two submission forms:
  - https://kone.billtrust.com to electronically pay invoices via credit card
  - Email secure link for retrieving card detail to: KONE_NoReply@supplierpayments.com

KONE Helpdesk Assistance:

- billing_questions@kone.com
- Call +1 888-705-3612

Sincerely,

K.Rangarajan
Corporate Controller Treasurer

INSURANCE AND INDEMNIFICATION

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, Contractor 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 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 Vendors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor'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 Contract by Contractor 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 Contract and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. Vendor's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at https://kwikcomply.org/ and submit the appropriate proof of insurance on Vendor's behalf.

POLICY COPIES

Upon request by City, Vendor shall furnish a copy of the binder of insurance and/or full certified policy for any insurance policy required herein. This requirement shall survive the termination or expiration of this Agreement.

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

For each insurance policy described above/below, the Vendor shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL OF POLICIES

At least thirty (30) days prior to the expiration of any policy, Vendor shall direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at http://kwikcomply.org a renewal certificate showing that the policy has been renewed or extended or, if new insurance has been

obtained, evidence of insurance as specified below. If Vendor neglects or fails to secure or maintain the insurance required below, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect the City's interests. The cost of such insurance will be deducted from the next payment due Vendor.

For further clarification on Insurance procedures, coverage information and documentation please go to http://www.portoflosangeles.org/business/risk.asp.

Vendor 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 below:

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.

General Liability Insurance

Vendor 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 Vendor's normal limits of liability but not less than one million Dollars ($1,000,000.00) combined single limit for injury or claim. Where Vendor provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Vendor provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a 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 Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Vendor '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 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.

Auto Liability Insurance

Vendor 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 Vendor's normal limits of liability but not less than one million Dollars ($1,000,000.00) 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. Additionally, each policy shall include 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.

Workers' Compensation and Employer's Liability

Vendor 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 the Vendor 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.

Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives it 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 Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

MT (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.
ALL CONTRACTORS MUST HAVE A CONTRACT REGISTRATION NUMBER THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR A PUBLIC WORKS PROJECTS UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. BID PROPOSAL WILL BE DEEMED NON RESPONSIVE.

The prevailing rate of per diem wages and rates for legal holidays and overtime work for each craft, classification or type of workers needed in the execution of any contract to let under the Specifications has been determined by the Director of the Department of Industrial Relations (DIR) of the State of California pursuant to the provisions of the Labor Code of the State of California. The State of California has approved the City's Labor Compliance Program of enforcement of State prevailing wage laws and will allow the City to retain all penalty assessments for violation of these laws.

Pursuant to notice requirements effective January 1, 2015, all contractors and subcontractors must register with and meet requirements of the State of California DIR using the online application before bidding on the public works contracts in California. For the online application, visit http://www.dir.ca.gov/Public-Works/PublicWorks.html.

a. No contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).

b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

c. The Project is subject to compliance monitoring and enforcement by the DIR.

PREVAILING WAGES

a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.

b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.

c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.

d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.

e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers, and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.

f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:

    1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.

2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).

3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.

4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.

5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.

6. Contain the printed name and title for the Contractor or subcontractor representative, and shall be dated and signed by same.

g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.

h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.

i. Certified payrolls from the Contractor and all subcontractors shall by submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

a. The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor's and/or subcontractor's employees.

b. The Contractor and/or subcontractor shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Contractor or subcontractor shall comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et. seq. The Contractor or subcontractor shall maintain such compliance throughout the term of the Contract.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1272
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 16, 2026

Prime Contractor State of California DIR Registration No.:
1000003806

Subcontractor State of California DIR Registration No.:
N/A

DIR REPORTING LABOR CLASSIFICATIONS.

PRIME CONTRACTOR:
Please indicate which Labor Classification(s) will be used for Payroll Reporting:

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	X ELEVATOR MECHANIC	☐ GLAZERS	☐ IRON WORKERS
☐ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

SUBCONTRACTOR:
Please indicate which Labor Classification(s) will be used for Payroll Reporting:

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZERS	☐ IRON WORKERS
☐ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

(Attach additional sheets if necessary)

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.

ETHICS. Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing $100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (attached) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing $100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also

notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

IRAN CONTRACTING ACT OF 2010. The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting bids for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (Attachment A).

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.

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).
PRIOR TO BEING AWARDED A CONTRACT with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at http://www.RAMPLA.org.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

BIDDER/VENDOR'S RAMP ID Number(s): 16500

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1272
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, JANUARY 16, 2026

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 Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. 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.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors 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. Vendor 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 vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors 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. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.

10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.

11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

    All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

    Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

    Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

    Materials shall be listed separately on invoices covering repairs or installation service.

    The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

    This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

    Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

    In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

    Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR **TIME AND MATERIALS** MUST BE SUPPORTED / BACKED UP BY **TIME SHEETS.**

    NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE **TIME SHEETS.**

13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.

14. **PAYMENTS.** Payment terms are NET 30 days unless vendor 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.

15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.

16. **NONDISCRIMINATION.** During the performance of this con-tract, 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days' written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] **Original Filing** [ ] **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
F-1272	HARBOR
Bidder Name KONE, Inc.	
Address 1540 Scenic Ave.	
Email Address amy.strobel@kone.com	Phone Number 714-699-0354

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Amy Strobel
Name

A. Strobel
Signature

Sales Executive
Title

1/15/2026
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City
ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] **Original Filing** [ ] **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): F-1272 Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided)

ELEVATOR AND ESCALATOR MAINTENANCE REPAIR AND MODERNIZATION SERVICES

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: KONE Inc.

Bidder Address: 1540 Scenic Ave, Ste. 100 Costa Mesa CA 92626

Bidder Email Address: amy.strobel@kone.com Bidder Phone Number: 714-699-0354

Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
The bidder has one or more **PRINCIPALS,** as defined in LAMC § 49.7.35(A)(6)
At least one principal is required for entities. *(If you check "Yes", Schedule A is required)*
Yes [X] No [ ]

2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more *(If you check "Yes", Schedule B is required)*
Yes [ ] No [X]

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 3

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances, B) I understand that I must amend this form within ten business days if any information changes, C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief

Name Amy Strobel

Signature A. Strobel

Title Sales Executive

Date January 15, 2025

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: See Attached Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule A pages are attached.**

KONE

KONE Inc. Directors and Officers

First Name	Last Name	Title	Business Address
Kenneth E.	Schmid, Jr.	President, CEO & Chairman of the Board, Director	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Johannes	Frände	Exec VP	KONE Corp: Keilasatama 3, FIN-02150 Espoo, Finland
Kenneth	Lindgren	SVP Finance	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Steve	Gonzalez	SVP US New Building Solutions	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Aaron	Ites	SVP US East and Mexico	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Brad	Roberts	SVP US West and Canada	450 Century Parkway, Allen, TX 75013
Vinay	Kapur	SVP Service -	1488 Cliveden Ave, Delta, BC V3m 6L9 Canada
Nicole	Manzo	SVP People and communications	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Divya R.	Mehta	SVP Legal; Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Dennis	Viehweg	SVP Modernization	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Corey	Ward	SVP Safety, Quality and Environment	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Bryce	Warren	SVP Supply Chain	450 Century Parkway, Allen, TX 75013
Donny	Keller	VP Service Operations	One KONE Court, Moline, IL 61265
Margot	Taylor	VP Strategy and M&A	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Rangorajan	Krishnamurthy	Treasurer	3333 Warrenville Road, Suite 700, Lisle, IL 60532
John	Dahlquist, Jr.	Assistant Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Mary	Damitio	Assistant Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Cheryl	Gabriel	Assistant Secretary	One KONE Court, Moline, IL 61265
Diana	Himes	Assistant Secretary	One KONE Court, Moline, IL 61265
Sandeep	Kumar	Assistant Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Larraine	Pelzer	Assistant Secretary	One KONE Court, Moline, IL 61265
Kim	Thompson	Assistant Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Matthew	Swanstrom	Assistant Secretary	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Meggan	Zobrist	Assistant Secretary	One KONE Court, Moline, IL 61265
Beth	Forret	Assistant Treasurer	One KONE Court, Moline, IL 61265
Jennifer	Olson	Assistant Treasurer	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Carrie	Rolfes	Assistant Treasurer	3333 Warrenville Road, Suite 700, Lisle, IL 60532
Adam	Winger	Assistant Treasurer	One KONE Court, Moline, IL 61265

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
N/A

Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) KONE Inc.		*City of LA Business Tax ID # (or n/a)* 0000578473
By (Authorized Signature) A. Strobel		
Print Name and Title of Person Signing Amy Strobel, Sales Executive		
Date Signed 1/15/2026	CITY EMPLOYEE USE ONLY: *(Signature)*	*(Print Name)*

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		*City of LA Business Tax ID # (or n/a)* 0000578473
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Signed	CITY EMPLOYEE USE ONLY: *(Signature)*	*(Print Name)*

KONE Care™ Maintenance Agreement

Prepared for: PORT OF LOS ANGELES ADMINISTRATION - Phil Hazelett

Date: November 7, 2025

Issued by: Amy Strobel

Dedicated to People Flow™ KONE

Purchaser ("Purchaser"):
PORT OF LOS ANGELES ADMINISTRATION
425 S Palos Verdes St
San Pedro, California 90731

Service Location ("Premises"):
Port of LA - Escalators and Elevators
Full Service
Various Locations

KONE Inc. ("KONE")
Orange County
11165 Knott Ave
Cypress, California 90630

TENDER DATE: 08/12/2025

EFFECTIVE DATE: 05/01/2026

SCOPE OF SERVICES

1. **EQUIPMENT DESCRIPTION ("Equipment")**

Manufacturer	Type	Sub-Type	Count
KONE	Escalator		5
Schindler	Escalator		2
Motion Control	Elevator	Traction - Geared	3

2. **SERVICES**

KONE will perform 12 maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement.

A. **Traction Elevators**
   1. **Control System**
      System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
   2. **Hoistway and Pit Equipment**
      All elevator control equipment and buffers.
   3. **Rails and Guides**
      Guide rails, guide shoe gibs, and rollers
   4. **Wiring**
      All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
   5. **Door Equipment**
      Hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
   6. **Manual Freight Door Equipment**
      Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
   7. **Power Freight Door Equipment**
      Relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
   8. **Signals and Accessories**
      Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
   9. **Car Equipment**
      All elevator control system components on the car.

B. **Escalators**
   1. **Control System**
      All control system components.
   2. **Drive Machinery And Motor Equipment**
      All drive machine components. The gear case will be drained and flushed as needed to remove sediment and grit and refilled with new gear oil.
   3. **Wiring**
      All control wiring and all power wiring from the equipment input terminals to the motor.
   4. **Handrail Drive System**
      Handrail and all handrail drive components.
   5. **Safety Switch System**

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Missing step detector, handrail speed detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

6. **Guidance And Alignment Systems**
   All step chains, guidance and alignment components and demarcation lights. Balustrades and decks will be examined and adjusted, aligned, and fastened as needed.

Major Parts Exclusion

KONE will examine, maintain, adjust, and lubricate the major parts listed below. Services outside of routine maintenance relating to these components, including customer service requests, repairs, or replacement, shall result in additional cost to Purchaser, including but not limited to labor, material, sundries, and travel time cost.

Equipment Name	Excluded Parts
#17 - 36931	Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System, Hoist Ropes, Selector Assembly, Sheaves and Traveling Cables.
#4 - 27301	Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System, Hoist Ropes, Selector Assembly, Sheaves and Traveling Cables.
#16 - 36932	Drive Unit/Motor Generator, Hoist Machine:MX;Gear;Gearless, Door Operator System, Hoist Ropes, Selector Assembly, Sheaves and Traveling Cables.

3. **TESTING**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

Regular Time Coverage - (Berth 93 - Escalator #1; Berth 93 - Escalator #2; Berth 93 - Escalator #3; Berth 93 - Escalator #4; Berth 93 - Escalator #5; Berth 91-92 - Escalator #1; Berth 91-92 - Escalator #2; #17 - 36931; #4 - 27301; #16 - 36932)
In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

Overtime Coverage - (#17 - 36931; #4 - 27301; #16 - 36932)
In addition to the above coverage, this Agreement covers request for service during overtime working hours

6. **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. **EXCLUSIONS**

The following are excluded from the scope of services:

A. **GENERAL**

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1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. **OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. **ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; batteries for emergency lighting and lowering devices; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

D. **ESCALATOR**

1. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work.
2. KONE's price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during KONE's technical survey, Purchaser will immediately remove the unit from service until repairs are performed. Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposal. If Purchaser does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Agreement without penalty.
3. Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers. [[escalator_exclusions]]

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KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. **Berth 93 - Escalator #1**
   CAT1 Escalator Test 12 Mo - An annual escalator test as required by applicable code.
2. **Berth 93 - Escalator #2**
   CAT1 Escalator Test 12 Mo - An annual escalator test as required by applicable code.
3. **Berth 93 - Escalator #3**
   CAT1 Escalator Test 12 Mo - An annual escalator test as required by applicable code.
4. **Berth 93 - Escalator #4**
   CAT1 Escalator Test 12 Mo - An annual escalator test as required by applicable code.
5. **Berth 93 - Escalator #5**
   CAT1 Escalator Test 12 Mo - An annual escalator test as required by applicable code.
6. **Berth 91-92 - Escalator #1**
   CAT1 Escalator Test 12 Mo - An annual escalator test as required by applicable code.
7. **Berth 91-92 - Escalator #2**
   CAT1 Escalator Test 12 Mo - An annual escalator test as required by applicable code.
8. **#17 - 36931**
   Firefighter Safety Testing - Only During PM - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on preventative maintenance visits specified herein. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.
9. **#4 - 27301**
   Firefighter Safety Testing - Only During PM - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on preventative maintenance visits specified herein. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.
10. **#16 - 36932**
    Firefighter Safety Testing - Only During PM - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on preventative maintenance visits specified herein. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.

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Exhibit 4: PROPOSED UNITS EQUIPMENT PRICING MATRIX

Unit #	Address	POLA Job #	Elv	State/ID #	Installed / Rennovated	Next rennovation	Type	Brand	Capacity	Stops
	Elevators									
	2500 Signal St	230-01	1	27301	1917/2017	2037	traction	Motion Control	12000	6
	Berth 93	062-80-WC	5	36932	1952/2015	2035	traction	Motion Control	8000	3
	Berth 93	062-80-WC	6	36931	1952/2019	2039	traction	Motion Control	3000	3
	Escalators									
	Berth 93	062-80-WC	1	130081	2001	2024	escalator	KONE E5000	n/a	n/a
	Berth 93	062-80-WC	2	130082	2001	2024	escalator	KONE E5000	n/a	n/a
	Berth 93	062-80-WC	3	130080	2001	2024	escalator	KONE E5000	n/a	n/a
	Berth 93	062-80-WC	4	130079	2001	2024	escalator	KONE E5000	n/a	n/a
	Berth 93	062-80-WC	5	130083	2001	2024	escalator	KONE E5000	n/a	n/a
	Berth 91-92	B091-93-WC	1	87945	1971/2020	2040	escalator	Schindler	n/a	n/a
	Berth 91-92	B091-93-WC	2	87946	1971/2020	2040	escalator	Schindler	n/a	n/a

Exhibit 4: PROPOSED UNITS EQUIPMENT PRICING MATRIX

Quarterly Visits	Monthly Visits	OT INCLUDED	Testing Included	Monthly
	X	YES	NO	$540.00
	X	YES	NO	$540.00
	X	YES	NO	$540.00
	X	NO	Annual	$1,221.00
	X	NO	Annual	$1,221.00
	X	NO	Annual	$1,221.00
	X	NO	Annual	$1,221.00
	X	NO	Annual	$1,221.00
	X	NO	Annual	$1,221.00
	X	NO	Annual	$1,221.00

REQUEST FOR PROPOASL NO. EV2516
ATTACHMENT 2 - NATIONAL PRICING
HOURLY RATES - 2025

CONTRACTOR COMPANY NAME: **KONE Inc.**

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

		POSITION											
2025		LICENSED MECHANIC			MECHANIC HELPER			Adjuster			*List other positions that my be used and the hourly rates.* *Add additional columns as necessary.*		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
18	Los Angeles, CA/San Diego, CA	$ 304.20	$ 517.15	$ 608.41	$ 255.65	$ 434.61	$ 511.30	$ 333.29	$ 566.59	$ 666.57			

REQUEST FOR PROPOASL NO. EV2516
ATTACHMENT 2 - NATIONAL PRICING
HOURLY RATES - 2026

CONTRACTOR COMPANY NAME: **KONE Inc.**

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

		POSITION											
2026		LICENSED MECHANIC			MECHANIC HELPER			Adjuster			*List other positions that my be used and the hourly rates.* *Add additional columns as necessary.*		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
18	Los Angeles, CA/San Diego, CA	$ 314.85	$ 535.25	$ 629.70	$ 264.60	$ 449.82	$ 529.20	$ 344.95	$ 586.42	$ 689.90			

REQUEST FOR PROPOASL NO. EV2516
ATTACHMENT 2 - NATIONAL PRICING
HOURLY RATES - 2027

CONTRACTOR COMPANY NAME: **KONE Inc.**

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

		POSITION											
2027		**LICENSED MECHANIC**			**MECHANIC HELPER**			**Adjuster**			***List other positions that my be used and the hourly rates.*** *Add additional columns as necessary.*		
IUEC LOCAL UNION NO	**CITY/CITIES AND SURROUNDING AREAS**	**NORMAL HOURS**	**OVERTIME**	**SUNDAYS/ HOLIDAYS**	**NORMAL HOURS**	**OVERTIME**	**SUNDAYS/ HOLIDAYS**	**NORMAL HOURS**	**OVERTIME**	**SUNDAYS/ HOLIDAYS**	**NORMAL HOURS**	**OVERTIME**	**SUNDAYS/ HOLIDAYS**
18	Los Angeles, CA/San Diego, CA	$ 325.87	$ 553.98	$ 651.74	$ 273.86	$ 465.56	$ 547.72	$ 357.02	$ 606.94	$ 714.05			

REQUEST FOR PROPOASL NO. EV2516
ATTACHMENT 2 - NATIONAL PRICING
HOURLY RATES - 8

CONTRACTOR COMPANY NAME: **KONE Inc.**

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

		POSITION											
2028		LICENSED MECHANIC			MECHANIC HELPER			Adjuster			*List other positions that my be used and the hourly rates.* *Add additional columns as necessary.*		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
18	Los Angeles, CA/San Diego, CA	$ 337.28	$ 573.37	$ 674.55	$ 283.45	$ 481.86	$ 566.89	$ 369.52	$ 628.18	$ 739.04			

REQUEST FOR PROPOASL NO. EV2516
ATTACHMENT 2 - NATIONAL PRICING
HOURLY RATES - 2024

CONTRACTOR COMPANY NAME: **KONE Inc.**

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

		POSITION											
2029		LICENSED MECHANIC			MECHANIC HELPER			Adjuster			*List other positions that my be used and the hourly rates.* *Add additional columns as necessary.*		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
18	Los Angeles, CA/San Diego, CA	$ 349.08	$ 593.44	$ 698.16	$ 293.37	$ 498.72	$ 586.73	$ 382.45	$ 650.17	$ 764.91			

KONE

KONE Inc.

CERTIFICATE OF SECRETARY

I hereby certify that the following is a true and correct copy of an excerpt of the Bylaws of KONE Inc., a Delaware corporation, which were adopted at a special meeting of the sole stockholder of KONE Inc. by written consent dated May 10, 1995:

> "The Chairman of the Board, the President, Senior Vice Presidents, Vice Presidents, Assistant Vice Presidents, Treasurer, Secretary or Assistant Secretary may enter into contracts or execute and deliver instruments in the name and on behalf of the Corporation, except as otherwise provided by law, the Articles or Incorporation, these Bylaws or a duly adopted resolution of the Board of Directors.
>
> Notwithstanding the foregoing, the Chairman of the Board, the President, or any Senior Vice President of the corporation may authorize the execution of contracts by such other officers, agents and employees as they may select from time to time in their discretion with such limitations and restrictions as their written authorizations may prescribe."

I further certify that said Bylaws have not been amended or revoked and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said KONE Inc. this 7th day of January 2025.

Divya R. Mehta
Secretary

KONE Inc.

Name		Title: Officer/Director	Business Address
Kenneth E.	Schmid, Jr.	President, CEO and Chairman of the Board; Director	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Johannes	Frände	Executive Vice President	KONE Corporation Keilasatama 3 FIN-02150 Espoo, Finland
Kenneth	Lindgren	Senior Vice President Finance	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Steve	Gonzalez	Senior Vice President New Building Solutions	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Aaron	Ites	Senior Vice President US East and Mexico	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Vinay	Kapur	Senior Vice President Service	1488 Cliveden Avenue Delta, BC V3m 6L9 CANADA
Nicole	Manzo	Senior Vice President People and Communications	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Divya R.	Mehta	Senior Vice President Legal; Secretary	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Dennis	Viehweg	Senior Vice President Modernization	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Corey	Ward	Senior Vice President Safety, Quality and Environment	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Bryce	Warren	Senior Vice President Supply Chain	450 Century Parkway Allen, TX 75013
Donny	Keller	Vice President, Service Operations	One KONE Court Moline, IL 61265
Margot	Taylor	Vice President Strategy and Mergers & Acquisitions	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Rangarajan	Krishnamurthy	Treasurer	3333 Warrenville Road, Suite 700 Lisle, IL 60532
John	Dahlquist, Jr.	Assistant Secretary	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Mary	Damitio	Assistant Secretary	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Cheryl	Gabriel	Assistant Secretary	One KONE Court Moline, IL 61265
Diana	Himes	Assistant Secretary	One KONE Court Moline, IL 61265
Sandeep	Kumar	Assistant Secretary	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Lorraine	Pelzer	Assistant Secretary	One KONE Court Moline, IL 61265
Kim	Thompson	Assistant Secretary	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Meggan	Zobrist	Assistant Secretary	One KONE Court Moline, IL 61265
Matthew	Swanstrom	Assistant Secretary	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Beth	Forret	Assistant Treasurer	One KONE Court Moline, IL 61265

KONE Inc.

Name		Title: Officer/Director	Business Address
Jennifer	Olson	Assistant Treasurer	3333 Warrenville Road, Suite 700 Lisle, IL 60532
Patti	Portner	Assistant Treasurer	One KONE Court Moline, IL 61265
Carrie	Rolfes	Assistant Treasurer	3333 Warrenville Road, Suite 700 Lisle, IL 60532