

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

BID NO. F-712 Page 1
Show this number on envelope

Contract No. 39555

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

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

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: _____ ON THE _____ DAY OF _____, 201__
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name CORPORATE OFFICE INTERIORS
Phone 714.966.9766 Fax 714.966.9767
Address 2915 RED HILL AVE-SUITE C-106, COSTA MESA, CA 92626
Street City State Zip
Signature [Signature] Printed Name Mike Maaser Printed Title President

Signature (Approved Corporate Signature Methods) Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)

- a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- b) One signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

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

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 201__ 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 _____, 201__ City Attorney _____ BY _____ Deputy _____
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-712

<p style="text-align: center;">SUBMIT BID TO :</p> <p>By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p>By Mail: Los Angeles Harbor Department Purchasing Office P. O. Box 786 Wilmington, CA 90748</p>	<p>BID DUE BEFORE 2:00 P.M. November 4, 2010</p>
<p>Buyer: Leticia Caldera, Procurement Analyst (310) 732-3890</p>	<p>BIDS WILL BE PUBLICLY OPENED</p>

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

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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**Pre-Owned Office Systems Furniture for the Harbor Administration Building 5th Floor and
Water Street Port Police Facility**

Full-height minimum 70" tall segmented all wood panels and wood working surfaces for cubicles, private offices and conference rooms.

Price to include all charges and fees excluding sales tax.

- | | | | | | |
|--|---|----|------|--------------------|---------------------|
| 1. | 7 | Ea | Each | \$ <u>2,500.00</u> | \$ <u>17,500.00</u> |
| <p>WORKSTATIONS, SECRETARY, 8.5 x 8.5, CO10 72283
SMED Inventory
Transaction Top Included</p> | | | | | |
| 2. | 6 | Ea | Each | \$ <u>2,500.00</u> | \$ <u>15,000.00</u> |
| <p>WORKSTATIONS, SECRETARY, 8.5 x 8.5, CO10 72329
SMED Inventory
Transaction Top Included</p> | | | | | |
| 3. | 4 | Ea | Each | \$ <u>2,700.00</u> | \$ <u>10,800.00</u> |
| <p>WORKSTATION, 7.5' x 15', CO10 72330
Two (2) Shared Center Panels</p> | | | | | |

<p>REQ. NO.: G-5118 NOTIFY: E. Zordilla 10/21/10 LC:ap PAGE 2</p>	<p>STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1</p>
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CITY OF LOS ANGELES
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- | | | | | | |
|-----|----|---|------|--------------------|----------------------|
| 4. | 3 | Ea | Each | \$ <u>2,700.00</u> | \$ <u>8,100.00</u> |
| | | WORKSTATION, 9.5' x 12.5', CO10 72331
One (1) Shared Center Panel / One (1) Single | | | |
| 5. | 1 | Ea | Each | \$ <u>2,800.00</u> | \$ <u>2,800.00</u> |
| | | TABLE, CONFERENCE, EIGHT (8) PERSON, Pre-Owned, CO10 72286
Includes:
Seating for Eight (8) People
8-10' Table | | | |
| 6. | 1 | Ea | Each | \$ <u>4,000.00</u> | \$ <u>4,000.00</u> |
| | | TABLE, CONFERENCE, WITH CREDENZA, EXECUTIVE, TEN (10) PERSON,
Pre-Owned, CO10 72287
Includes:
Seating for 10 people | | | |
| 7. | 10 | Ea | Each | \$ <u>2,700.00</u> | \$ <u>27,000.00</u> |
| | | PRIVATE OFFICES, SMED, 10x12, CO10 72289
U-Shape Wood Desks and Two (2) Guests Chairs
Overhead Storage, Under Surface Storage | | | |
| 8. | 12 | Ea | Each | \$ <u>2,700.00</u> | \$ <u>32,400.00</u> |
| | | PRIVATE OFFICES, SMED, 10x12, CO10 72332
U-Shape Wood Desks and Two (2) Guests Chairs
Overhead Storage, Under Surface Storage | | | |
| 9. | 3 | Ea | Each | \$ <u>3,300.00</u> | \$ <u>9,900.00</u> |
| | | PRIVATE OFFICES, SMED, LARGER, CO10 72333
U-Shape Wood Desks and Extra Storage
Overhead Storage, Under Surface Storage
Small Round Table, Four (4) Guest Chairs | | | |
| 10. | 62 | Ea | Each | \$ <u>2,200.00</u> | \$ <u>136,400.00</u> |
| | | WORKSTATIONS, SMED, 8.5 x 8.5, CO10 72317
OS3
Standard | | | |

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- | | | | | | |
|-----|----|--|------|---------------------|----------------------|
| 11. | 60 | Ea
WORKSTATION UNITS, SMED, 8.5 x 8.5', PRE-OWNED, CO10 72326
OS3
Standard | Each | \$ <u>2,200.00</u> | \$ <u>132,000.00</u> |
| 12. | 10 | Ea
WORKSTATIONS, SMED, 8.5 x 8.5, CO10 72335
OS3
Standard | Each | \$ <u>2,200.00</u> | \$ <u>22,000.00</u> |
| 13. | 18 | Ea
WORKSTATIONS, SMED, 8.5 x 11.5, CO10 72337
OS5
Standard | Each | \$ <u>2,700.00</u> | \$ <u>48,600.00</u> |
| 14. | 50 | Ea
WORKSTATIONS, SMED, 8.5 x 8.5, CO10 72595
OS3
Standard | Each | \$ <u>2,200.00</u> | \$ <u>110,000.00</u> |
| 15. | 1 | Lot
PROJECT MANAGEMENT and DESIGN SERVICES
Includes:
Design services and specifications for all furniture
Management of all phases of de-installation and re-installation of product | Each | \$ <u>6000.00</u> | \$ <u>6,000.00</u> |
| 16. | 1 | Lot
DE-INSTALLATION and REMOVAL of EXISTING CUBICLES
<i>(2 line items on COI quote # 6445)</i> | Each | \$ <u>4,785.00</u> | \$ <u>4,785.00</u> |
| 17. | 1 | Lot
DE-INSTALLATION and REMOVAL of EXISTING PRIVATE OFFICES
<i>(2 line items on COI quote # 6445)</i> | Each | \$ <u>3750.00</u> | \$ <u>3,750.00</u> |
| 18. | 1 | Lot
INSTALLATION <i>(double handle product fees)</i>
<i>COI quote # 6445</i> | Each | \$ <u>38,430.00</u> | \$ <u>38,430.00</u> |

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

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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 Port, 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 Port at the Quotation closing date and time.

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

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.

SUPPLIER CONTACT INFORMATION:

Contact Person: MARIA PISCITELLI

Title: SENIOR ACCOUNT MANAGER

Telephone No.: 714. 966. 9766 x114

Fax No.: 714. 966. 9767

E-Mail Address: MARIA@COIOFFICE.COM

24 Hour Contact No.: 949. 554. 7220 -cell

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

ADDITIONAL INSURED

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

PRIMARY COVERAGE

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

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excess of this insurance and non-contributing.

NOTICE OF CANCELLATION

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

INSURANCE PROCEDURES

ACCEPTABLE EVIDENCE AND APPROVAL

City of Los Angeles Harbor Department Special Endorsement forms completed by the contractor's insurance company or its designee are the preferred forms of evidence of insurance. (Note: The City of Los Angeles Harbor Department forms are acceptable to the California Department of Insurance from any insurance carrier). Altered or modified changes to our forms may not be accepted. Please use the "Other Conditions" section of the forms for any pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose as well, however please make note of it in the box. An acceptable alternative to the Special Endorsement form is a **certified copy of the full insurance policy** which contains a 30-day cancellation notice (or 10 days notice with non payment of premium) provision and additional-insured, when appropriate, for the City of Los Angeles Harbor Department, submitted on a separate endorsement (CG2010 or equivalent) specifically naming the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters are not acceptable as stand-alone evidence of coverage. **Certificates of Insurance** are acceptable provided that it contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the City of Los Angeles Harbor Department submitted on a separate endorsement (CG2010 or equivalent) specifically naming the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.

RENEWAL

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

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

NOTE:

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE

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OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

INITIAL HERE ACKNOWLEDGING INSURANCE CLAUSE:

MP (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED.

INDEMNITY. Contractor shall save, keep, bear harmless and fully defend and indemnify the City of Los Angeles, the Harbor Department, and all boards, officers, employees, agents or other authorized representatives thereof, from all liability, damages, costs or expenses in law or equity claimed by anyone for bodily injury or death, or damage to property arising out of the performance by Contractor of its obligations hereunder, whether liability is attributable solely to Contractor or to a combination of Contractor and City.

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.

CARE & 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.

INSPECTION RESPONSIBILITY. Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to site conditions and specification requirements.

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

MAKES, MODELS & BRAND NAMES. Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, 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. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

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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.

AUTHORIZED DISTRIBUTOR/DEALER: Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: _____ No: MP

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

ADDITIONAL QUANTITIES. The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: NA NIA

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, 425 S. Palos Verdes Street, San Pedro, CA 90731.

DELIVERY. Delivery is requested as soon as possible after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

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

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

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 101-288-484

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

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REMIT TO: NAME: CORPORATE OFFICE INTERIORS
ADDRESS: 2915 RED HILL AVE SUITE C-106
COSTA MESA, CA 92626

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

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

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

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.

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.

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

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

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

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GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

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

No. 285 Rev. 4/07-116