

**PURCHASE ORDER
CHANGE**

HARBOR DEPARTMENT
City of Los Angeles
P.O. Box 786, Wilmington, CA 90748
(Berth 161) 310-732-3890

DATE February 1, 2008

V E N D O R	7242
	Associated of Los Angeles
	2585 E. Olympics Blvd.
	Los Angeles, Ca 90023

PURCHASE ORDER NUMBER
31089-07
DATED: April 30, 2007

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

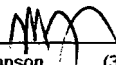
ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			CHANGE FROM: Contract No. 31089-07 Contract Limit \$149,999.00		
			CHANGE TO: Contract No. 31089-07 Contract Limit \$250,000.00		

Account #	<u>55010</u>	W.O. #	
Ctr/Div #	<u>0510</u>	Job Fac. #	
Proj/Prog #			
Budget FY:	<u>07108</u>	Amount:	<u>100,001</u>

For Acct Div Use Only
Verified Funds Available
Date Approved

REQUISITION NO. E-070141	NEW SUBTOTAL	NEW SALES TAX	NEW TOTAL	NET INCREASE	NET DECREASE
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COMMENTS: Increase contract amount for electrical supplies based on operational needs.

BUYER:  Michelle Johnson (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES Harbor Purchasing Officer for the Executive Director	FURNISH TRIPLICATE INVOICES	BILL TO: HARBOR DEPARTMENT, CITY OF LOS ANGELES ATTN: ACCOUNTING SECTION P.O. BOX 191, SAN PEDRO, CA 90733-0191
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HARBOR DEPARTMENT

City of Los Angeles

O. Box 786 Wilmington, CA 90748
(310) 732-3890

PURCHASE ORDER

PURCHASE ORDER NO.

31089-07

04/30/2007

SHIP TO
SEE BELOW

BLANKET RELEASE NO.

YEARLY

PAGE

1 of 5

VENDOR

7242
ASSOCIATED OF LOS ANGELES.
2585 E. OLYMPIC BLVD.
LOS ANGELES, CA 90023

PURCHASE ORDER/BLANKET RELEASE NUMBER(S) MUST
APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS
AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY
ALL SHIPMENTS.

F.O.B.
DESTINATION

INVOICE MUST MATCH PURCHASE ORDER TO BE PAID. CHANGES MUST BE
AUTHORIZED IN WRITING BY THE DIRECTOR OF PURCHASING.

VENDOR'S PHONE
323-268-8411

TERMS
30 days

Item	Quantity	Description	Unit Price	Amount
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*** NON-CONFIRMING PURCHASE ORDER ***

This order is in accordance with the City of Los Angeles Contract # 58695, Bid# EV-128, for the annual requirements of the Los Angeles Harbor Department for: ELECTRICAL CONSTRUCTION SUPPLIES AND REPAIR PARTS - PRIMARY CONTRACT (ORDERS LESS THAN \$3,000) / AND ONE (1) OF FIVE (5) PREQUALIFIED CONTRACTS FOR ORDERS GREATER THAN \$3000.00 - to be furnished and delivered as may be required during the contract period commencing **May 1, 2007** and ending **April 30, 2008**.

PRICE AGREEMENT CONDITIONS. Prices charged the Harbor Department are based on a percentage discount from Manufacturer's Published Price List. Percentage discount is to remain firm for the duration of the contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with changes as issued by the Manufacturer.

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline.

Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

REFER QUESTIONS ABOUT THIS ORDER TO: ^{JB} JUAN A. BENITEZ, PHONE (310) 732-3890

BILL TO: ATTN.: ACCOUNTING SECTION
HARBOR DEPARTMENT, CITY OF LOS ANGELES
P. O. BOX 151
SAN PEDRO, CA 90733-0151

~~HARBOR DEPARTMENT PURCHASING OFFICE DIRECTOR~~

Req. No. Quote No. City Contract Fund 702
3-070141 EV-128 58695 2006-2007

Purchase Order No.
31089-07

M Campbell
Signature

Att. 55010

PURCHASE ORDER

PURCHASE ORDER NO.
31089-07

~~DATE FOR BIDDING~~
04/30/2007

BLANKET RELEASE NO.
YEARLY

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Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS. Four (4) copies of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, Post Office Box 786, Wilmington, CA 90748. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

The following are excerpts to assist Harbor Department personnel on the highlights of the City of Los Angeles Contract 58695. These comments are not all inclusive. Contract 58695 shall be primary document.

FREIGHT CHARGES:

Freight Charges (from parts/material manufacturer to contract supplier) are allowed only if included in the original price quote to the ordering department. Freight charges are not subject to markup. The shipper's bill is required as proof of freight charges incurred.

Contract award and ordering procedures:

CONTRACT AWARD – The City awards primary supplier who will supply the City's electrical requirements on all orders \$0.01 to \$3000. The City establishes a pre-qualified list of five suppliers who will be given the opportunity to submit bids for all orders exceeding \$3000. Awards from these bids will be made on a project-by-project basis to the lowest monetary bidder meeting contractual and delivery requirements.

Orders \$0.01 to \$3000:

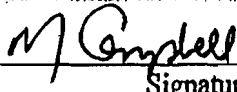
For all orders \$0.01 to \$3000, City Customers shall award their CPO's to the prime supplier (lowest responsive and responsible bidder to Event No. 128) utilizing TRASER pricing based on discount structure according to the suppliers response to Event 128 Attachment C. If item is not available within the required delivery period, the City customer may solicit quotes from the remaining pre-qualified suppliers.

PLUS APPLICABLE SALES OR USE TAX 0.00

TOTAL INCL. SALES TAX \$0.00

FURNISH
TRIPPLICATE
INVOICES

~~HARBOR SUPPLY SERVICES MGR. FOR THE EXECUTIVE DIRECTOR~~


Signature

Purchase Order No.
31089-07

PURCHASE ORDER

PURCHASE ORDER NO.
31089-07

~~DATE PRINTED~~
04/30/2007

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YEARLY

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SUPPLIER CONTACT:

Contact Person: Roger Ochoa

Title: Inside Sales, Associated of Los Angeles

Telephone: (323) 268-8411

Fax: (323) 268-3170

e-mail: rochoa@assocelec.com

24-hour contact No.: (714) 514-0185

Orders \$3,001 and over:

For orders \$3,001 and greater, the City customer will obtain quotes from all of the pre-qualified electrical supplies contractors (five selected) on a project-by-project basis. The lowest responsive and responsible bidder will be awarded in accordance with the bid specifications and the whole contract:

Reference the following contracts:

- .. 31089-07 (GSD contract #58695) – Associated of Los Angeles
- # 31090-07 (GSD contract #58696) – All Phase
- # 31091-07 (GSD contract #58697) – One Source
- # 31092-07 (GSD contract #58698) – Royal Wholesale Electric
- # 31093-07 (GSD contract #58699) – Metropolitan Electrical

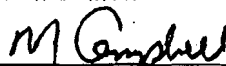
- City customer will notify (by facsimile or electronic mail) the pre-qualified suppliers for their price quote requirement.
- City Customer will analyze quote responses and award to the lowest responsive and responsible bidder.
- City Customer will create a CPO and provide copy to the supplier.

PLUS APPLICABLE SALES OR USE TAX 0.00

TOTAL INCL. SALES TAX \$0.00

FURNISH
TRIPPLICATE
INVOICES

~~HARBOR SUPPLY SERVICES MGR. FOR THE EXECUTIVE DIRECTOR~~


Signature

Purchase Order No.
31089-07

PURCHASE ORDER

PURCHASE ORDER NO.
31089-07

DATE PRINTED
04/30/2007

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YEARLY

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- City Customer will retain records (facsimile confirmation reports, etc) of steps taken to obtain quotes (i.e. facsimile transmittal reports, no bids, award decisions, etc) and file with corresponding CPO.

PRODUCT DEFINITION

The catalog of Electrical supplies and products includes but is not limited to the following items: Conduit bodies and fittings, conduit, channel and fittings, enclosures and cabinets, explosion proof products, fuses, ballasts, lighting fixtures, load centers, circuit breakers and safety switches, lugs, terminals and connectors, motor controls and transformers, outlet and switch boxes, raceways and plugmold, tapes splicing kits, time switches and signaling, electrical tools, testers and fasteners, wire and cable, electric motors and wiring devices.

Out of Stock or Undeliverable Order:

If an item(s) ordered by a City Department is/are out of stock and cannot be delivered by the Supplier(s) within the contract delivery time required, the City retains the right to obtain product(s) for immediate delivery from another company or source. The City further retains the right to charge back to the Supplier(s) for any resulting price and/or cost difference incurred.

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 \$110,000.00, unless vendor receives a written notification of an increase by the Director of Purchasing.

INVOICES: All invoices submitted for payment under this contract (#31089-07) must reference the Contract Number, the Sub-Purchase Order Number if applicable, and be forwarded, in triplicate, to the:

Port of Los Angeles
Construction and Maintenance
Berth 161
P.O. Box 786
Wilmington, CA 90748

PLUS APPLICABLE SALES OR USE TAX 0.00

TOTAL INCL. SALES TAX \$0.00

FURNISH
TRIPPLICATE
INVOICES

~~HARBOR SUPPLY SERVICES MGR. FOR THE EXECUTIVE DIRECTOR~~


Signature

Purchase Order No.
31089-07

PURCHASE ORDER

PURCHASE ORDER NO.
31089-07

DATE ORDERED
04/30/2007

BLANKET RELEASE NO.
YEARLY

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Invoices must contain the following:

- a. Ship to address
- b. Harbor Department Contract and Sub-Purchase Order Numbers
- c. City requestor name and phone number
- d. Quantity shipped/backordered
- e. Clear, concise item/product description
- f. Manufacturer's product or Item ID number
- g. Item list price
- h. Applicable discount
- i. Extended prices
- j. City Contract line number

PACKING & HANDLING REQUIREMENTS

- Packing slips must accompany all deliveries and shall include:
1. City Department and Division (if provided at time of order)
 2. Name of Project
 3. Address or City building number of project.
 4. Name and telephone number of City customer or supervisor
 5. City Dept. work order number/I.D. number (if provided)

MSDS slips must accompany all chemical/hazardous materials.
Large orders must be palletized according to warehouse requirements.

CONTRACT PRICING (PRIME SUPPLIER)

It is the responsibility of the City customer (ordering department) to guarantee (ensure) that all purchases are priced in accordance with the contract terms and conditions. The prime contract supplier shall provide a copy of TRADE Services Publication (TRASER) upon request by the City.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). Firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment, as required in the Bid.

Previous Contract #31045-07

PLUS APPLICABLE SALES OR USE TAX 0.00

Approved as to Form

TOTAL INCL. SALES TAX \$110,000.00

May 21, 2007
ROCKARD J. DELGADILLO
City Attorney

FURNISH
TRIPPLICATE
INVOICES

Deputy Harbor Supply Services MGR FOR THE EXECUTIVE DIRECTOR

M Campbell
Signature

Purchase Order No.
31089-07

HARBOR DEPT

CONTRACT # 31089-07

City of Los Angeles, California
Contract

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

Vendor ID: 0000000336
ASSOCIATED OF LOS ANGELES
2585 E OLYMPIC BLVD
LOS ANGELES CA 90023

Contract ID 58695	Page 1
Contract Dates 03/01/2007 to 02/29/2012	Rate Date PO Date
Description: Elect Supp-Primary <\$3000/1of5 Allow Multicurrency PO Allow Open Item Reference	Contract Maximum 28,805,580.00

City of Los Angeles' vendors are required to have on file an approved Affirmative Action Plan and Certification. Contact Buyer at the City Purchasing Office at (213-485-3677) for information on this requirement.

In order to receive payments from the City of Los Angeles, vendors must have a valid Business Tax Registration Certificate (BTRC) number. Contact the City Clerk's Tax and Permits Division (213-485-3916) for information on this requirement.

All shipments, shipping papers, invoices and correspondence must be identified with the City of Los Angeles' Contract Purchase Order Number.

Overshipments will not be accepted unless authorized by requestor prior to shipment. Terms and conditions of parent contract are binding on its Contract Purchase Orders.

Procurement Analyst: Connie Espinoza Phone Number: (213) 928-9550
E-mail address: Connie.Espinoza@lacity.org Fax Number: (213) 928-9513/9511

Renewal Options: 4 Option Date 1 = -/-/ Option Date 2 = -/-/
Options Granted: 0 Option Date 3 = -/-/ Option Date 4 = -/-/

Notice of award: Contract No. 58667 RFQ No.: 128 Previous Contract: 58667/57805/57806
Payment Terms: 1%/30 Days Delivery: 1 Days A R O
You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ Event Number 128, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

The contract is awarded for the following: *****ELECTRICAL SUPPLIES - PRIMARY
SUPPLIER ALL ORDERS UNDER \$3,000/ 1 OF 5 PREQUALIFIED OVER \$3,000*****
NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

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

For Purchasing Agent, City of Los Angeles, California

City of Los Angeles, California Contract

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

Vendor ID: 0000000336
ASSOCIATED OF LOS ANGELES
2585 E OLYMPIC BLVD
LOS ANGELES CA 90023

Contract ID 58695	Page 2
Contract Dates 03/01/2007 to 02/29/2012	Rate Date PO Date
Description: Elect Supp-Primary <\$3000/1of5 Allow Multicurrency PO Allow Open Item Reference	Contract Maximum 28,805,580.00

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Minimum Order Amt	Item Contract Maximum Qty	Item Contract Maximum Amt
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1	0.00	Primary Supplier, all orders under \$3,000 (in accordance with Attachment C (electrical supplies by commodity/manufacture) & Attachment D (bidder worksheet, attached) 1 of 5 prequalified suppliers for all orders over \$3,000 (refer to line 2):	1	0.00	0	
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Current Order Quantity

Contract Base Price \$ 0.01000 LO

Freight Charges:

Freight charges (from parts/material manufacturer to contract supplier) are allowed only if included in the original price quote to the ordering department. Freight charges are not subject to markup. The shipper's bill is required as proof of freight charges incurred.

The catalog of Electrical Supplies and Products includes, but is not limited to the following items: Conduit Bodies and

Fittings, Conduit, Channel and Fittings, Enclosures and Cabinets, Explosion Proof Products, Fuses, Ballasts, Lighting Fixtures, Load Centers, Circuit Breakers and Safety Switches, Lugs, Terminals and Connectors, Motor Controls and Transformers, Outlet and Switch Boxes, Raceway and Plugmold, Tapes, Splicing Kits, Time Switches and Signaling, Electrical Tools, Testers, and Fasteners, Wire and Cable, Electrical Motors, and Wiring Devices.

2	0.00	Electrical supplies, 1 of 5 prequalified suppliers, orders valued at \$3,000 or larger; various electrical supplies, various manufacturers, supplier shall provide copy of quotation document along with their invoice to the City.	1	0.00	0	
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Current Order Quantity

Contract Base Price \$ 0.01000 LO

Electrical supplies, various manufacturers, one of five prequalified contracts for all orders over \$3,000:

Note: End user departments shall contact supplier for this contract and Contracts 58696, Contract 58697, Contract 58698, and Contract 58699 to obtain competitive quotes.

The supplier awarded a CPO based on this line item will be required to submit quotation documents with the invoice to the City.

Freight Charges:

Freight charges (from parts/material manufacturer to contract supplier) are allowed only if included in the original price quote to the ordering department. Freight charges are not subject to markup. The shipper's bill is required as proof of freight charges incurred.

The following are excluded from Contracts 58696, 58697, 58698, and 58699:

Square D Electrical Supplies (covered by City of Los Angeles Agreement No. 58449)

Luminaires/lamps:

AEL No. 115 07S MR 120 R3 DG 4B SN/GE No. M2RR07S1M2GMS3269

AEL No. 115 07S MR 120 R3 FG 4B SN/GE No. M2RC07S1M1GMC3269

AEL No. 115 15S MR 120 R3 DG 4B SN/GE No. M2RR15S1M2GMS3269

**City of Los Angeles, California
Contract**

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

**Vendor ID: 000000336
ASSOCIATED OF LOS ANGELES
2585 E OLYMPIC BLVD
LOS ANGELES CA 90023**

Contract ID 58695	Page 3
Contract Dates 03/01/2007 to 02/29/2012	Rate Date PO Date
Description: Elect Supp-Primary <\$3000/1of5 Allow Multicurrency PO Allow Open Item Reference	Contract Maximum 28,805,580.00

Line #	Item ID	Item Desc	Qty	Item Minimum Order Amt	Item Contract Maximum Qty	Contract Maximum Amt
		AEL No. 115 15S MR 120 R3 FG 4B SN/GE No. M2RC15S1M2GMC3269				
		AEL No. 125 20 MR 120 R3 DG SN/GE No. MSRL20S1M22MRMS3283				
		AEL No. 125 20 MR 120 R3 FG SN/GE No. MSCL20S1M22FMC3283				
		AEL No. 125 31S MR 120 R3 DG SN /GE No. MSRL31S1M22RMS3283				
		AEL No. 125 31S MR 120 R3 FG SN/ GE No. MSCL31SM22FMC3283				
		AEL No. 125 25S MR 120 R3 FG SN/GE No. MSCL25S1M22FMC3283				
		AEL No. 125 25S MR 120 R3 DG SN/GE No..MSRL25S1M22RMS3283				
		AEL No. 125 40S MR 120 R3 DG SN/GE No. MSRL40S1M2RMS3283				
		AEL No. 125 40S MR 120 R3 FG SN/GE No. MSCL40S1M22FMC3283				
		AEL No. 115 10S MR 120 R3 DG 4B SN/GE No. M2RR10S1M2GMS3269				
		AEL No. 115 10S MR 120 R3 FG 4B SN/GE No. M2RC10S1M2GMC3269				

**City of Los Angeles, California
Contract**

City of Los Angeles Purchasing Agent
/11 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Vendor ID: 0000000336
ASSOCIATED OF LOS ANGELES
2585 E OLYMPIC BLVD
LOS ANGELES CA 90023

Contract ID 58695	Page 4
Contract Dates 03/01/2007 to 02/29/2012	Rate Date PO Date
Description: Elect Supp-Primary <\$3000/1of5	Contract Maximum 28,805,580.00
Allow Multicurrency PO	
Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt
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The contract is awarded for the following: ****ELECTRICAL SUPPLIES - PRIMARY SUPPLIER ALL ORDERS UNDER \$3,000/ 1 OF 5 PREQUALIFIED OVER \$3,000****

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

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

SUPPLIER CONTACT:

Contact Person: Roger Ochoa

Title: Inside Sales

Telephone No.: (323) 268-8411

Fax No.: (323) 268-3170

E-Mail Address: rochoa@assocelec.com

4-Hour Contact No.: (714) 514-0185

CONTRACT PURCHASE ORDERS:

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

APPROVED CONTRACT ITEM PURCHASES:

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

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

RENEWAL OPTION:

The City reserves the right to renew this contract for four (4) additional one (1) year periods. All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

PRICE AGREEMENT CONDITIONS:

Prices charged the City are based on a percentage discount/mark up from/to the manufacturer's published price list. Percentage discount/mark up is to remain firm for the duration of the contract, subject to "Threshold Amount Level Volume Percentage Adjustments". However, manufacturer's price lists are subject to change in accordance with price adjustments made by the manufacturer.

The City is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline.

The Request for Quotation specifications, requirements, terms and conditions shall supersede and take precedence over any conflicting conditions in manufacturer's price lists.

Subsequent price list updates shall be submitted to the Purchasing Agent by the supplier in accordance to the following:

1. A letter requesting price list updates shall indicate supplier's name, contract number and published price list(s) date and number.

City of Los Angeles, California Contract

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

Vendor ID: 0000000338
ASSOCIATED OF LOS ANGELES
2585 E OLYMPIC BLVD
LOS ANGELES CA 90023

Contract ID 58695	Page 5
Contract Dates 03/01/2007 to 02/29/2012	Rate Date PO Date
Description: Elect Supp-Primary <\$3000/1of5 Allow Multicurrency PO Allow Open Item Reference	Contract Maximum 28,805,580.00

Line #	Item ID	Item Desc	Item Minimum Order		Item Contract Maximum	
			Qty	Amt	Qty	Amt

2. All new price lists shall show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles Purchasing Agent. Price list updates will become effective only upon approval by the Purchasing Agent. If approved, a contract amendment letter will be mailed to the supplier identifying the price list and its effective date or any other price changes.

3. Purchasing Agent approved price lists may be requested from the supplier by each City Department that uses the contract. The price lists may be shipped directly from the supplier to the City department.

When manufacturer's price lists do not exist or are not otherwise available for Cost Plus Mark Up contracts, the following shall apply:

Prices charged the City are based on a Cost Plus Percentage Mark Up to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage mark up is to remain firm for the duration of the contract, subject to "Threshold Amount Level Volume Percentage Adjustments".

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

STANDARD PRODUCT WARRANTY:

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects: One (1) year

Warranty for labor/workmanship defects: One (1) year

In no case shall the supplier's warranty period be less than, but may be longer than, any express warranty or implied warranty of merchantability or fitness for use.

RECYCLED CONTENT PRODUCTS:

As an essential part of the City of Los Angeles' comprehensive program for solid waste management, it is in the public interest to purchase recycled products with the highest recycled material content feasible in the City's procurement of goods and equipment. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

City employees are required to purchase recycled content products from this contract whenever feasible, consistent with the City's Recycled Products Purchasing Program.

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

OTHER GOVERNMENT AGENCY PURCHASES (available to any other governmental agency within Los Angeles County or Orange County, California upon mutual agreement of the specific government agency and Associated of Los Angeles):

Other government agencies may make purchases using the prices, terms and conditions of this contract. Any purchases made pursuant to this clause shall be included in the Threshold Amount Level for calculating the Volume Percent Adjustment in the ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT clause. Supplier shall provide quarterly reports to the City Purchasing Agent identifying purchases by Agency and total dollar volume for the quarter.

AUTHORIZED DISTRIBUTOR/DEALER:

The supplier indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided 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 supplier.

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

City of Los Angeles, California Contract

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

Vendor ID: 0000000336
ASSOCIATED OF LOS ANGELES
2565 E OLYMPIC BLVD
LOS ANGELES CA 90023

Contract ID 58685	Page 6
Contract Dates 03/01/2007 to 02/29/2012	Rate Date PO Date
Description: Elect Supp-Primary <\$3000/1of5	Contract Maximum 28,805,580.00
Allow Multicurrency PO	
Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
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correcting problems that are traceable to the manufacturer.

QUARTERLY REPORTS:

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

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

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

SUPPLIER PERFORMANCE REVIEWS:

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

LIQUIDATED DAMAGES FOR LATE DELIVERY:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

Contract Specifications:

Primary supplier (all orders under \$3,000) shall provide quotes in the form of a discount you will allow the City from Trade Services Publication (TRASER) Column 3 (best price column), including all charges (for example: packaging costs, shipping costs, and other costs) for each product category and manufacturer in Event 128, Attachment B and for each item in Event 128, Attachment D (bidder worksheet). No charges will be allowed unless they are specified in the bid.

Supplier shall state any additional pricing incentives or rebates that may be available to participating public agencies for large volume purchase and Internet ordering. Supplier shall demonstrate the effectiveness of pricing by providing a price quote for each of the PRODUCTS shown on Event 128, Attachment D, event worksheet.

Trade Services Publication:

The prime supplier shall provide, at no additional charge to the City, ten (10) complete TRASER full line software packages (approximately 1,400,000 items) along with all updates, for the duration of the contract.

Price Guarantee (Prime Supplier, all orders under \$3,000):

Prices will be based on trade discounts from current Trade Services Publication (TRASER) Column 3 (best price column)

City of Los Angeles, California Contract

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

Vendor ID: 000000336
ASSOCIATED OF LOS ANGELES
2585 E OLYMPIC BLVD
LOS ANGELES CA 90023

Contract ID 58695	Page 7
Contract Dates 03/01/2007 to 02/29/2012	Rate Date PO Date
Description: Elect Supp-Primary <\$3000/1of5 Allow Multicurrency PO Allow Open Item Reference	Contract Maximum 28,805,560.00

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Item Qty	Contract Maximum Amt
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as stated herein.

If TRASER pricing changes, supplier shall notify the City of Los Angeles SCSD in writing immediately, identifying contract number and line item number of item affected, furnishing three (3) copies of the updated TRASER compact disc. It shall be the supplier's responsibility to keep the City of Los Angeles informed of changes.

Notification shall be addressed and delivered to:

City of Los Angeles
Supply Chain Services Division
City Hall South, Room 110
111 East First Street
Los Angeles, CA 90012

Attention Procurement Analyst for Electrical Supplies

Note: Upward revisions shall be subject to acceptance by the City of Los Angeles Purchasing Agent.

Non-Exclusive Agreement:

The agreement(s) resulting from the award of Event No. 128 is/are non-exclusive. The City of Los Angeles reserves the right to have a prime contractor (all orders under \$3,000) and five pre-qualified contractors (for orders \$3,000 and above) for items listed herein.

All terms and conditions stated in Event No. 128 are to be considered an integral part of the subsequent contract(s) awarded from this bid.

Supplier Diversity

Bidder will clearly identify M/W/OBE manufactured or distributed products in literature and catalogs to enable the City to participate in promoting supplier diversity.

Product Definition:

The catalog of Electrical Supplies and Products includes, but is not limited to the following items: Conduit Bodies and Fittings, Conduit, Channel and Fittings, Enclosures and Cabinets, Explosion Proof Products, Fuses, Ballasts, Lighting Fixtures, Load Centers, Circuit Breakers and Safety Switches, Lugs, Terminals and Connectors, Motor Controls and Transformers, Outlet and Switch Boxes, Raceway and Plugmold, Tapes, Splicing Kits, Time Switches and Signaling, Electrical Tools, Testers, and Fasteners, Wire and Cable, Electrical Motors, and Wiring Devices.

Out of Stock or Undeliverable Order:

If an item(s) ordered by a City Department is/are out of stock, and cannot be delivered by the Supplier(s) within the contract delivery time required, the City retains the right to obtain product(s) for immediate delivery from another company or source. The City further retains the right to charge back to the Supplier(s) for any resulting price and/or cost difference incurred.

Price Quotes:

Supplier(s) shall respond to price quote requests, from City departments, with an intent to provide a quote response or a no bid within four (4) hours of receipt of price quote request. Supplier's intent to provide a quote response shall stipulate when the supplier will provide a detailed price quote, based on the bill of materials. The supplier's written detailed quote response (via facsimile or electronic mail) should be received by the City customer within twenty-four (24) hours of the initial price quote request, in order to facilitate City CPOs. In addition, Supplier(s) shall inform City requestors of issues regarding "special order" products, including, but not limited to, restocking charges for return, non-returnable items, non-guaranteed or non-warranted items, or other unusual or extraordinary requirements. Supplier(s) shall respond to requests for quote with a quote or a no bid.

Repeated failure to respond to price quote requests may result in contract default and possible cancellation.

Inside Sales Staff:

It is desired that the supplier(s) receiving contract award has/have dedicated inside sales staff representatives to

City of Los Angeles, California Contract

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

Vendor ID: 0000000336
ASSOCIATED OF LOS ANGELES
2585 E OLYMPIC BLVD
LOS ANGELES CA 90023

Contract ID 58885	Page 8
Contract Dates 03/01/2007 to 02/29/2012	Rate Date PO Date
Description: Elect Supp-Primary <\$3000/1of5	Contract Maximum 28,805,580.00
Allow Multicurrency PO Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt	Item Contract Maximum Qty	Item Contract Maximum Amt
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meet the needs of the City customer.

Back Order Notification:

The supplier(s) awarded a contract from this bid is/are required to provide weekly back order list to City customers, by City division. Reports are due by 12:00 p.m. weekly on Fridays, or the last workday of the week prior to Friday if Friday is a City observed holiday. City observed holidays are as follows: New Years Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day.

Invoicing/Payment Discounts:

Invoices shall be presented in a clear, concise, and organized manner. Information on Invoices shall include, but not be limited to, the following information:

- A: Ship To Address
- B: Contract and CPO Numbers
- C: City Contract Line Number
- D: City Requestor's Name and Phone Number
- E: Quantity Shipped/Backordered
- F: Clear, Concise Item/Product Description
- G: Manufacturer's Product or Item ID Number
- H: Applicable Discount or Mark-up by Item (As quoted in Attachment C)
- I: City's Unit and Extended Prices
- J: Payment Discount

Supplier Performance Requirements:

The selected supplier(s) is/are expected to meet all performance requirements including but not limited to those outlined below:

Pricing Requirements:

- Provide price list updates to Purchasing and user Departments
- Provide proof of cost documents for all cost plus percentage items
- Provide quarterly usage reports including MBE/WBE and Recycled Content Product Delivery Requirements
- 95% order fill rate for all items ordered
- Next day delivery on certain orders, on as-needed basis
- Will call pick up on immediately needed orders
- Delivery to either central warehouses or direct City locations, as specified on Contract Purchase Orders
- Provide Proof of Delivery (POD) when requested
- Coordinate with City customer for delivery instructions
- Deliveries are F.O.B. destination

Packing & Handling Requirements:

- Packing slips must accompany all deliveries and shall include:
 1. City Department and Division (if provided at time of order)
 2. Name of project
 3. Address or city building number of project.
 4. Name and telephone number of City customer or supervisor.
 5. City Dept. work order number / I.D. number (if provided at time of order).
- MSDS slips must accompany all chemical/hazardous materials
- Large orders must be palletized according to warehouse requirements

Technology Requirements (Future Requirements and/or Currently Available):

The City may require the following enhancements during the contractual period:

- Offer electronic catalog/Internet ordering capability
- Offer consolidated invoicing capability

City of Los Angeles, California Contract

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

Vendor ID: 000000336
 ASSOCIATED OF LOS ANGELES
 2585 E OLYMPIC BLVD
 LOS ANGELES CA 90023

Contract ID 58895	Page 9
Contract Dates 03/01/2007 to 02/29/2012	Rate Date PO Date
Description: Elect Supp-Primary <\$3000/1of5	Contract Maximum 28,805,580.00
Allow Multicurrency PO	
Allow Open Item Reference	

Line #	Item ID	Item Desc	Item Minimum Order Qty	Order Amt	Item Contract Maximum Qty	Maximum Amt
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- Offer enhanced management reporting capability
- Provide bar code or radio frequency identification (RFID) labeling on products

Quality Requirements

- Participate in joint continuous quality improvement program and performance review on a quarterly basis

Service Requirements

- Provide quarterly sales/delivery report in Microsoft Excel format, to include, at a minimum, the following information: Product Description; Manufacturer Name and Product SKU or ID Number; Unit Price; Quantity Shipped; Total Shipped Year to Date (YTD); Total Dollars Invoiced YTD
- Provide dedicated account managers/representatives as needed by the City
- Provide representative to assist City Accounts Payable Staff in payment/invoice resolution and finalization
- Provide ability to warehouse purchased inventory until delivery is required
- Provide City employee training relative to ordering, use of products and use of internet web page ordering
- Provide Manufacturer's Technical Support Representative when requested

Recycling Program:

- Provide pre- and post-consumer recycled-content product reporting information on a quarterly basis in conjunction with quarterly usage and MBE/WBE reporting requirement (reference Pricing Requirements section).
- Provide a recycled products list and comparable prices for those with virgin content
- Provide information on environmentally friendly products such as less packaging, no hazardous materials, ozone-safe products, etc.
- Designate a person(s) to act as liaison with the Department of General Services Facilities Recycling Division to answer questions regarding recycled-content of products and packaging

The City shall continuously measure the performance of the contractor for fulfilling the Supplier Performance Requirements. Failure to meet these requirements may result in contract default and possible cancellation.

The City reserves the right to perform site visits to assess supplier's purchasing, warehousing, and delivery capabilities prior to making contract award.

Manufacturers and Product Descriptions

The City of Los Angeles reserves the right to add, delete, or otherwise change product manufacturers or product descriptions, as the City considers to be in its best interest. Supplier(s) agree to negotiate in good faith with the City regarding prices, delivery, and any applicable terms and conditions that may result from these modifications.

Contract Award:

The City intends to award a contract to a primary supplier who will supply the City's electrical supply requirements on all orders \$0.01 to \$3,000. The City establishes a pre-qualified list of five suppliers who will be given the opportunity to submit bids for all orders exceeding \$3,000. Awards from these bids will be made on a project-by-project basis to the lowest monetary bidder meeting contractual and delivery requirements.

Orders \$0.01 to \$3,000.00:

For all orders \$0.01 to \$3,000, City Customers shall award their CPOs to the prime supplier (lowest responsive and responsible bidder to Event No. 128) utilizing TRASER pricing based on discount structure according to the suppliers response to Event 128 Attachment C. If item is not available within the required delivery period, the City customer may solicit quotes from the remaining pre-qualified suppliers.

CPOs \$3,001 and over:

For CPOs \$3,001 and greater, the City customer will obtain quotes from all of the pre-qualified electrical supplies contractors (five selected) on a project-by-project basis. The lowest responsive and responsible bidder will be awarded in accordance with bid specifications and the whole contract

- City customer will notify (by facsimile or electronic mail) the pre-qualified suppliers of their price quote requirement.
- City customer will analyze quote responses and award to the lowest responsive and responsible bidder.

**City of Los Angeles, California
Contract**

City of Los Angeles Purchasing Agent
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LOS ANGELES CA 90012

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LOS ANGELES CA 90023

Contract ID 58695	Page 10
Contract Dates 03/01/2007 to 02/29/2012	Rate Date PO Date
Description: Elect Supp-Primary <\$3000/1of5 Allow Multicurrency PO Allow Open Item Reference	Contract Maximum 28,805,580.00

Line #	Item ID	Item Desc	Item Minimum Order Qty	Order Amt	Item Contract Maximum Qty	Contract Maximum Amt
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- City customer will create a CPO and provide a copy to the supplier.

- City customer will retain records (facsimile confirmation reports, etc.) of steps taken to obtain quotes (i.e. facsimile transmittal reports, no bids, award decision, etc.) and file with corresponding CPO.

Emergency Orders:
For orders \$3,001 or greater:

In the event of an emergency declared by the Los Angeles City Council or Mayor (in accordance with provisions of Los Angeles City Administrative Code Section 10.16), the requirement to request quotes from the pre-qualified suppliers is waived. City Customers are authorized to purchase from any of the pre-qualified suppliers that is best able to meet their needs (based on inventory, will-call availability and pick-up location, pricing, etc.).

Contract Pricing (Prime Supplier):
It is the responsibility of the City Customer (ordering department) to guarantee (ensure) that all purchases are priced in accordance with the contract terms and conditions. The prime contract supplier shall provide a copy of Trade Services Publication (TRASER) upon request by the City.

Orders over \$100,000:
The City reserves the right to obtain quotes and procure away from the pre-qualified contractors when the total individual contract purchase order exceeds \$100,000 including taxes. Current City contractors will be included in these solicitations.

CPO DELIVERY AND PAYMENT TERMS:
Payment Terms: Net 30 Days

Delivery:

Stock: 1 - 2 Days A R O

Non-inventory/Non-stock Items: 1 - 3 days if in manufacturer's stock within a 50-mile radius of Associated of Los Angeles; otherwise, lead time to be determined when quote supplied to City customer.

Will Call: 1 - 3 hours A R O (depending on size of order)

**PURCHASE ORDER
CHANGE**

HARBOR DEPARTMENT
City of Los Angeles
P.O. Box 786, Wilmington, CA 90748
(Berth 161) 310-732-3890

DATE December 17, 2007

VENDOR	242
	Associated of Los Angeles
	2585 E. Olympics Blvd. Los Angeles, Ca 90023

PURCHASE ORDER NUMBER
31089-07
DATED: April 30, 2007

THIS NOTICE IS TO ADVISE YOU THAT THE PURCHASING OFFICER IS MAKING THE FOLLOWING CHANGES IN THE ABOVE PURCHASE ORDER. PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ITEM	QUANTITY ORDERED	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			CHANGE FROM: Contract No. 31089-07 Contract Limit \$110,000.00		
			CHANGE TO: Contract No. 31089-07 Contract Limit \$149,999.00		

REQUISITION NO. E-070141	NEW SUBTOTAL	NEW SALES TAX	NEW TOTAL	NET INCREASE	NET DECREASE
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COMMENTS: Increase contract amount for electrical supplies based on operational needs.

BUYER: Michelle Johnson *MJ* (310) 732-3890

HARBOR DEPARTMENT - CITY OF LOS ANGELES	FURNISH TRIPPLICATE INVOICES	BILL TO: HARBOR DEPARTMENT, CITY OF LOS ANGELES ATTN: ACCOUNTING SECTION P.O. BOX 191, SAN PEDRO, CA 90733-0191
Harbor Purchasing Officer for the Executive Director <i>M Campbell</i>		