

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-763 Page 1
Show this number on envelope

Contract No. 39606

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: Gardena, Ca ON THE 29 DAY OF July, 2011
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name En Pointe Technologies Sales Inc.

Phone 310-337-5908 Fax 310-258-2310

Address 18701 South Figueroa Street, Gardena, Ca 90248
Street City State Zip

Signature [Signature] Printed Name DR SHARAZD MUNAWWAR Printed Title CIO and SVP of operations

Signature [Signature] Printed Name JORDAN GENATO Printed Title ASSISTANT Controller

(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 _____	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.	Approved as to Form
State of _____ S.S.		_____, 2011
Subscribed and sworn this date _____, 2011		City Attorney
Notary Seal _____	By _____ Executive Director Harbor Department	BY _____ Deputy
Signature _____	Date _____	

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-763

SUBMIT BID TO :

By Hand: Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

By Mail: Los Angeles Harbor Department
Purchasing Office
P. O. Box 786
Wilmington, CA 90748

**BID DUE BEFORE
2:00 P.M.
August 5, 2011**

Buyer: Juan Benitez, Procurement Supervisor (310) 732-3890

**BIDS WILL BE PUBLICLY
OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL.

AFFIRMATIVE ACTION - AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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**Computer Hardware, Network Equipment, and other
Related Equipment, Software, Supplies and Services.**

This contract is in accordance with the City and County of San Francisco, Office of Contract Administration, Purchasing Division Contract # PSC 4056-08/09 for: **COMPUTER HARDWARE, NETWORK EQUIPMENT AND OTHER RELATED EQUIPMENT, SOFTWARE, SUPPLIES AND SERVICES** to be furnished and delivered as may be required during the contract period commencing **SEPTEMBER 1, 2011** and ending **DECEMBER 31, 2013**.

PRICES QUOTED ARE IN ACCORDANCE WITH THE CITY AND COUNTY OF SAN FRANCISCO, OFFICE OF CONTRACT ADMINISTRATION, PURCHASING DIVISION CONTRACT # PSC 4056-08/09 PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).

The terms of the attached Exhibit 1 -City and County of San Francisco Contract # PSC 4056-08/09 are incorporated herein.

1. Equipment, Computer - "DELL"

PRICE LIST DISCOUNTS/MARK UPS:

Quotations are requested in the form of a discount (-)/mark up (+) you are offering the Port from/to the manufacturer's nationally published price list.

State percentage discount (-)/mark up (+) offered to the City: [circle one] - + _____% (See Attached)

State manufacturer: Dell

Price list no./date: _____

Applicable price column: _____

Bidder shall include a copy of the manufacturer's latest price list(s) with the Quotation.

The "Price Agreement Conditions" herein shall apply to discounts/mark ups quoted.

REQ. NO.: D-7793 NOTIFY: Luis Garcia 7/27/11 JB:ap PAGE 2	STATE TIME OF DELIVERY: <u>10-15</u> DAYS AFTER RECEIPT OF ORDER TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1 <u>Net-30.</u>
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-763

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: August 5, 2011

2. Equipment, Computer - "LENOVO"

PRICE LIST DISCOUNTS/MARK UPS:

Quotations are requested in the form of a discount (-)/mark up (+) you are offering the Port from/to the manufacturer's nationally published price list.

State percentage discount (-)/mark up (+) offered to the City: [circle one] - + _____% (See Attached)

State manufacturer: _____ Lenovo _____

Price list no./date: _____

Applicable price column: _____

Bidder shall include a copy of the manufacturer's latest price list(s) with the Quotation.

The "Price Agreement Conditions" herein shall apply to discounts/mark ups quoted.

3. Equipment, Computer - "HEWLETT-PACKARD"

PRICE LIST DISCOUNTS/MARK UPS:

Quotations are requested in the form of a discount (-)/mark up (+) you are offering the Port from/to the manufacturer's nationally published price list.

State percentage discount (-)/mark up (+) offered to the City: [circle one] - + _____% (See Attached)

State manufacturer: _____ HP _____

Price list no./date: _____

Applicable price column: _____

Bidder shall include a copy of the manufacturer's latest price list(s) with the Quotation.

The "Price Agreement Conditions" herein shall apply to discounts/mark ups quoted.

4. Equipment, Computer - "CISCO"

PRICE LIST DISCOUNTS/MARK UPS:

Quotations are requested in the form of a discount (-)/mark up (+) you are offering the Port from/to the manufacturer's nationally published price list.

State percentage discount (-)/mark up (+) offered to the City: [circle one] - + _____% (see Attached)

State manufacturer: _____ Cisco _____

Price list no./date: _____

Applicable price column: _____

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Bidder shall include a copy of the manufacturer's latest price list(s) with the Quotation.

The "Price Agreement Conditions" herein shall apply to discounts/mark ups quoted.

5. Equipment, Computer - "ALL OTHERS"

PRICE LIST DISCOUNTS/MARK UPS:

Quotations are requested in the form of a discount (-)/mark up (+) you are offering the Port from/to the manufacturer's nationally published price list.

State percentage discount (-)/mark up (+) offered to the City: [circle one] - + _____% (See Attached)

State manufacturer: _____ All Others _____

Price list no./date: _____

Applicable price column: _____

Bidder shall include a copy of the manufacturer's latest price list(s) with the Quotation.

The "Price Agreement Conditions" herein shall apply to discounts/mark ups quoted.

SERVICE CATEGORY (attached)

Service Category	Hourly Rate
On-site installation of a stand-alone PC	65
On-site installation of a networked PC	65
Installation of a small LAN (under \$25,000)	115
Installation of a large LAN (\$25,000 or more)	125
Depot service repair of out-of-warranty PC	77
Depot service repair of out-of-warranty printer	77
On-site service repair of out-of-warranty PC	100
On-site service for server	135
Network installation on-site	125
4-hour on-site response for network server	110
2-hour on-site response for network server	160
Network design consulting	140
End-user training	75
Network administrator training	100
Custom programming (MS-Access, Visual Basic, etc.)	147

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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 at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

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.

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.

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BID DUE BEFORE 2:00 PM ON: August 5, 2011

SUPPLIER CONTACT INFORMATION:

Contact Person: Imran Yunus

Title: Director Of Govt. Sales

Telephone No.: 310-337-5908

Fax No.: 310-258-2310

E-Mail Address: iyunus@endpointe.com

24 Hour Contact No.: 310-766-0124

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.

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.

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.

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.

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

NOTIFICATION. The vendor shall notify the Harbor Department at (310) 732-3550 not less than three (3) days in advance that the equipment is ready for delivery.

AUTHORIZED DISTRIBUTOR/DEALER:

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BID DUE BEFORE 2:00 PM ON: August 5, 2011

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

Yes: X No:

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.

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ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be \$ 1,500,000.00 (FY 11/12 = \$500,000.00; FY 12/13 - \$500,000.00; FY 13-14 -\$500,000.00). 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, this amount may not be exceeded without prior written approval from the Director of Contracts & Purchasing.

NOTE: It is the intent of the Los Angeles Harbor Department to exercise renewal options in accordance with renewal options exercised by Los Angeles World Airports Department.

RENEWAL OPTION. State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two years, from the date of expiration, under the same terms and conditions, and at the same percentage discount/mark-up off the applicable manufacturer's price list as stated herein. Option(s) granted will not be considered as a factor in awarding contracts.

_____ yes _____ (Yes, No) Option granted for one additional year.

_____ Yes _____ (Yes, No) Option granted for second additional year.

If any renewal option granted herein is exercised the Harbor Department will so notify the Contractor, in writing, prior to the expiration date.

NOTE: ALL OPTIONS GRANTED ARE SUBJECT TO APPROVAL BY THE BOARD OF HARBOR COMMISSIONERS.

PRICE AGREEMENT CONDITIONS. Prices charged the Harbor Department are based on a percentage mark-up/discount from Manufacturer's Published Price List. Percentage mark-up/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. Price Lists which are submitted with BID must be current in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

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.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS.

Three (3) additional copies of the Price List(s) will be required to be submitted by the successful bidder prior to award of a contract. In addition, 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.

Submission of electronic date pricing (CD, Website, etc.) is highly desirable.

**CITY OF LOS ANGELES
HARBOR DEPARTMENT****BID NO. F-763**

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: August 5, 2011**PRICE VERIFICATION:**

The Contractor must have the capability to provide list price or cost information, before discounts or mark-ups and net prices after discounts or mark-ups, for all items ordered and invoiced. This information will be used by ordering and accounts payable personnel to verify compliance with the pricing terms of the contract. Price verification information may be provided on invoices or on a separate sheet attached with invoices. Failure to provide price verification information will delay payments until such information is provided.

ELECTRONIC CATALOG AND ELECTRONIC PRICE LIST:

If contractor produces electronic catalogs and /or electronic price lists, either by means of CD-ROM or website, the Contractor shall provide authorized City /Harbor Personnel with such electronic catalogs and price lists or access via internet connection to them at no additional charge to the City.

INVOICE INSTRUCTIONS

To ensure prompt payment of invoices, please follow the instructions listed below:

1. All invoices for Port of Los Angeles pertaining to materials and services, which ordered must be mailed to :
Harbor Department, City of Los Angeles
Accounting Section
PO Box 191
San Pedro, CA 90733-0191
2. All invoices **MUST HAVE THE PURCHASE ORDER/CONTRACT NUMBERS PROVIDED BY THE ENTITY ORDERING/RECEIVING THE MATERIAL OR SERVICE.** Port and Division name (i.e., Port Police, Finance, etc.) must also be provided as part of the ordering requirements. Invoices without division name may delay the payment process due to incomplete information.
3. All invoices **WITH INCORRECT OR MISSING PURCHASE ORDER/CONTRACT NUMBERS WILL BE RETURNED TO THE VENDOR.**
4. The invoice prices, descriptions and quantities **MUST AGREE WITH THE PURCHASE ORDER/CONTRACT LINE ITEMS;** otherwise payments will be delayed or will not be made for any items or charges not specified in the Purchase Order/contract (including freight charges, restocking charges, etc. unless specified in the contract. Discounts or payment terms should be printed on the invoices clearly and accurately. It is the Port's goal to take all available discounts being offered by the vendor.
5. Important miscellaneous invoice instructions are as follows:
FREIGHT CHARGES: Freight charges that are authorized in the contract must be invoiced by the Contractor, and not the freight company that made the delivery. Contractor must include a copy of the freight bill to substantiate freight charges on invoice for any freight charges.

FORMAL REQUEST FOR BID

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HARBOR DEPARTMENT**

BID NO. F-763

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BID DUE BEFORE 2:00 PM ON: August 5, 2011

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

ADDITIONAL INSURED

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

PRIMARY COVERAGE

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

NOTICE OF CANCELLATION

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

INSURANCE PROCEDURES

Acceptable Evidence and Approval of Insurance

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

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**CITY OF LOS ANGELES
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BID NO. F-763

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Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

RENEWAL

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

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

NOTE:

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

INITIAL HERE ACKNOWLEDGING INSURANCE CLAUSE:

 J (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

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General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **One Million Dollars (\$ 1,000,000.00)** combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

Auto Liability Insurance

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

Workers' Compensation and Employer's Liability

Bidder shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of

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subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

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: _____.

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

REMIT TO: NAME: En Pointe Technologies Sales Inc.

ADDRESS: PO Box 514429

Los Angeles, Ca 90051

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.

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DEBARMENT

Special Note for Agreements/Contracts Utilizing Federal Funds:

"The OMB Circular A-133, Suspension and Debarment federal requirements prohibit the Harbor Department from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000."

Additionally, vendor agrees that its firm is not subject to debarment and suspension to any State, Local or Federal Government Agency.

ETHICS CLAUSE

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 Form 55 (provided in Appendix B) to the awarding authority at the same time the response is submitted. The form requires 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 a completed CEC Form 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.

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-763
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: August 5, 2011

Registration Certificate or Business Tax Exemption Number.

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

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

FORMAL REQUEST FOR BID**CITY OF LOS ANGELES
HARBOR DEPARTMENT****BID NO. F-763**

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: August 5, 2011**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.

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 articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of
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.
17. **TERMINATION FOR NON-APPROPRIATION.** The Port's (City's) obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

THE END

No. 285 Rev. 6/11-116

	Equipment Category	Mark-up percentage, 1-23 units	Mark-up percentage, 24 units and up
a.	Laptops	7.5	5.25
b.	Desktops	6.5	4.25
c.	Servers	6.5	4.25
d.	Printers	8.5	6.5
e.	Monitors	7.5	6.5
f.	Accessories	10	7.5
g.	Software	8.75	6.5
h.	Surveillance cameras	10	8.5
i.	Enterprise networking equipment	10	7.5
j.	Other	10	7.5



**THE PORT
OF LOS ANGELES**

425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Antonio R. Villaraigosa

Mayor, City of Los Angeles

Board of Harbor
Commissioners

Cindy Miscikowski
President

David Arlan
Vice President

Kaylynn L. Kim

Robin M. Kramer

Douglas P. Krause

Geraldine Knatz, Ph.D.

Executive Director

DATE: August 9, 2011

BID # F-763 ADDENDUM #1 DESCRIPTION: "Computer Hardware, Network Equipment and other Related Equipment, Software, Supplies and Services"

BID OPENING DATE: Friday, August 5, 2011, 2 p.m.

Clarification #1 on page 2:

IS:

This contract is in accordance with the City and County of San Francisco, Office of Contract Administration, Purchasing Division Contract # PSC 4056-08/09 for: **COMPUTER HARDWARE, NETWORK EQUIPMENT AND OTHER RELATED EQUIPMENT, SOFTWARE, SUPPLIES AND SERVICES** to be furnished and delivered as may be required during the contract period commencing **SEPTEMBER 1, 2011** and ending **DECEMBER 31, 2013**.

SHOULD READ:

This contract is in accordance with the City and County of San Francisco, Office of Contract Administration, Purchasing Division Contract # PSC 4056-08/09 for: **COMPUTER HARDWARE, NETWORK EQUIPMENT AND OTHER RELATED EQUIPMENT, SOFTWARE, SUPPLIES AND SERVICES** to be furnished and delivered as may be required during the contract period commencing **SEPTEMBER 1, 2011** and ending **DECEMBER 31, 2013** consistent with the City / County of San Francisco contract period.

Clarification / Correction #2 on page 8:

IS:

NOTE: It is the intent of the Los Angeles Harbor Department to exercise renewal options in accordance with renewal options exercised by Los Angeles World Airports Department.

SHOULD READ:

NOTE: It is the intent of the Los Angeles Harbor Department to exercise renewal options in accordance with renewal options exercised by City / County of San Francisco, Office of Contract Administration.

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

QUESTIONS, BUYER: Juan A. Benitez, (310) 732-3890.

Please attach this addendum to your bid.

Regards,

Juan A. Benitez
Procurement Supervisor