

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

BID NO. F-872 Page 1  
Show this number on envelope

Contract No. 39715

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, CONTRACTORS 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: Dallas, Texas ON THE 29th DAY OF September, 2014  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name CompuCom Systems, Inc.

Phone 972.856.3600 Fax 972.856.7438

Address 7171 Forest Lane Dallas Texas 75230  
Street City State Zip

\*\* [Signature] Richard A. McDonough, VP & Secretary  
Signature Printed Name Printed Title

\*\* Signature subject to Exceptions on page 12. Corporate Resolution Attached.

Signature Printed Name Printed Title

(AFFIX CORPORATE SEAL HERE)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

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

<p>County of <u>Dallas</u></p> <p>State of <u>Texas</u> S.S.</p> <p>Subscribed and sworn this date</p> <div data-bbox="84 1785 535 1978"> <p><u>[Signature]</u> Notary Seal</p> </div>	<p>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.</p> <p>By <u>[Signature]</u> <u>4B</u> Executive Director Harbor Department FEB 24 2015</p> <p>Date</p>	<p>Approved as to form and legality</p> <p><u>10/14</u>, 201<u>4</u></p> <p>City Attorney</p> <p>BY <u>[Signature]</u> Deputy</p>
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**COMPUCOM SYSTEMS, INC.**

**CERTIFICATE**

I, Timothy J. Shea, being the duly elected and qualified Senior Vice President of CompuCom Systems, Inc. (the "Corporation"), a Delaware corporation do hereby certify that:

1. Richard A. McDonough is Vice President and Secretary of the Corporation and in such capacity has the authority to enter into documents on behalf of the Corporation.
2. The signature set forth opposite Mr. McDonough's name below is his genuine signature.

Richard A. McDonough Vice President and Secretary:



IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of August, 2011.



Timothy J. Shea  
Senior Vice President



## FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-872**

<p><b>SUBMIT BID TO :</b></p> <p>Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p>	<p><b>BID DUE BEFORE</b> <b>2:00 P.M.</b> <b>September 23, 2014</b></p>
<p><b>Buyer:</b> Juan Benitez, Procurement Supervisor      (310) 732-3896 <b>Email:</b> jbenitez@portla.org</p>	<p><b>BIDS WILL BE PUBLICLY OPENED</b></p>

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

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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This order is in accordance with City of Los Angeles General Services Division Contract No. 58636, Cooperative Purchase Arrangement, per the City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8) for the annual requirements of the Los Angeles Harbor Department for **Various Software License Maintenance & Support to include the following, but not limited to: Novell, Microsoft, Corel, Adobe, Symantec, & Veritas** to be furnished and delivered as may be required during a one-year period from effective date of the agreement.

1	1	Lot	\$ <u>1,760,000.00</u>
<b>Software License Maintenance &amp; Support.</b>			

**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](http://www.portoflosangeles.org) and the Los Angeles Business Assistance Virtual Network website - [www.labavn.org](http://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.

REQ. NO.: D-15-003 NOTIFY: L. Kaneshiro 09/4/14 JB: bh PAGE 2	STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS _____ DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-872**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: September 23, 2014**

**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.

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

**SUPPLIER CONTACT INFORMATION:**

Contact Person: Sam Andrews

Title: Sr. Software Solutions Specialist

Telephone No.: 323-378-6740

Fax No.: 800-366-9994

E-Mail Address: sam.andrews@compucom.com

24 Hour Contact No.: 323-428-8121

**SURVIVABILITY.** Placements made using the authority provided by this Contract will survive the Contract itself. Those Customers purchasing, renting or leasing the equipment will continue to receive ongoing service from the Successful Vendor at the agreed upon Contract rate through the term of their placement contract agreement. The Contract terms and conditions will survive the authorizing contract through that final term and any subsequent renewals and extensions.

Those Customers purchasing equipment will receive ongoing service from the Successful Vendor at the agreed upon Contract rate until the expiration of the Service Contract.

Upon the Contract termination, Customers and Successful Vendors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the Customer will reserve the right to terminate these placements with 30 days written notice and without termination penalties.

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HARBOR DEPARTMENT

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BID DUE BEFORE 2:00 PM ON: September 23, 2014

### INDEMNIFICATION AND INSURANCE:

#### 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, Vendor 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 Vendor'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 Purchase Order by Vendor 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 Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

#### Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. Track4LA<sup>®</sup> 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<sup>®</sup> include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to Track4LA<sup>®</sup> at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

#### **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.

#### **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.

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**BID NO. F-872**

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### 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.

### 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>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

### NOTE

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

### General Liability Insurance

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

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insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

### Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, 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 **ONE MILLION Dollars (\$1,000,000.00)** covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system Track4LA® at <http://track4la.lacity.org/>.

### Workers' Compensation and Employer's Liability

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

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

(initial) Initial subject to the following requested change: Page 5, section on Renewal as follows:

"When an existing policy is timely renewed, you are encouraged to submit your evidence of a renewal and . . . (b) Page 5, section on General Liability Insurance as follows: "Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary-additional insureds, a . . ."

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

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

Total expenditures under this contract are estimated to be \$1,280,000.00 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Director of Contracts & Purchasing and/or the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

**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. 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.

**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 additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by increases in vendors costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

Yes (YES or NO) Option granted for one additional year at a price increase not to exceed 1 %.

Yes (YES or NO) Option granted for second additional year at a price increase not to exceed 1 % over first option year prices.

It is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs, and submitted, in

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writing, to the Director of Contracts & Purchasing. No increase will be granted without prior approval of the Director of Contracts & Purchasing.

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

**AUTHORIZED DISTRIBUTOR/DEALER.** 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.

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

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

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

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

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

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

**DELIVERY POINT.** **PRICES TO INCLUDE ALL DELIVERY CHARGES.** F.O.B. Port of Los Angeles, Information Technology, 425 S. Palos Verdes Street, San Pedro, CA 90731.

**DELIVERY.** Delivery is requested within **10 days** after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

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

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

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

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 97031743.

**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: CompuCom Systems, Inc.

ADDRESS: PO Box 79335

City of Industry, CA 91716-9335

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

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returned to the vendor.

**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.

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

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

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

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

**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) to the awarding authority at the same time

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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](http://ethics.lacity.org).

### IRAN CONTRACTING ACT OF 2010

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

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

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

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

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(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: September 23, 2014**

\*\*Exceptions: (1) Notwithstanding anything to the contrary in Bid No. F-872 ("Bid"), as a reseller of third party software products and services, to the extent permitted by the manufacturer and applicable law, CompuCom will assign and pass through to the City of Los Angeles Harbor Department ("City") any and all (a) end-user warranties made by the manufacturer, (b) intellectual property indemnities, and (c) other liabilities of the manufacturer ("Pass-Through"). CompuCom does not provide any independent warranties, intellectual property indemnities or other product liability with respect to third party software products and services. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment. (2) On Page 7 CompuCom takes exception to the "discount from manufacturer price list". The master contract for the City of LA is a "cost plus" contract vehicle. Therefore, since LA Harbor Department will be piggybacking off of the City of LA contract, the pricing will be "cost plus" in line with the City of LA contract. CompuCom agrees to offer the same pricing via a "cost plus" contract to LA Harbor Department as it does to the City of Los Angeles per contract 58636. (3) CompuCom cannot agree to Price Guarantee clause. As a reseller, prices for products are based upon discount structure by the manufacturers, product type and quantity of products being ordered.

CompuCom's proposal has been submitted subject to acceptance of these Exceptions. If CompuCom is chosen as the Vendor to provide these third party software products, such acceptance will indicate the City's acceptance of the Exceptions as the governing terms and will supersede conflicting terms in this Bid.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-872

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 23, 2014

## GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA, 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** 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 Proximo will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L. the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
18. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Bidder is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 10/12-116

**AFFIDAVIT OF COMPANY STATUS**

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Bidder Description Form is true and correct and includes all material information necessary to identify and explain the operations of

CompuCom Systems, Inc.

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: [Handwritten Signature]  
Printed Name: Richard A. McDonough

Title: VP & Secretary  
Date Signed: 09/29/14

**NOTARY:**

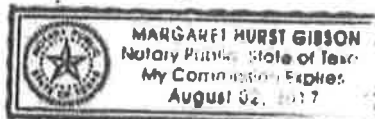
On this 29th day of September, 2014, before me appeared Richard A. McDonough to me personally known, who being duly sworn, did execute the  
Name

foregoing affidavit, and did state that he/she was properly authorized by:

CompuCom Systems, Inc. to execute the affidavit and did so as his or her free act and deed.  
Name of Firm

SEAL

Notary Public: [Handwritten Signature]  
Commission Expires: 8/2/17



## Bidder Description Form

### BIDDER:

Contract Title: \_\_\_\_\_  
Business Name: CompuCom Systems, Inc. Award Total: \$ 1,260,000.00 (est)  
Local Business Enterprise: YES \_\_\_\_\_ NO X (Check only one)  
Address: 7171 Forest Lane  
City/State/Zip: Dallas, TX 75230  
Telephone: ( 323 ) 378-6740 FAX: ( 800 ) 366-9994  
Contact Person/Title: Sam Andrews / Sr. Software Solutions Specialist  
Email Address: sam.andrews@compucom.com

### SUBCONTRACTOR:

Business Name: N/A Award Total: \$ \_\_\_\_\_  
Services/goods to be provided: \_\_\_\_\_  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### SUBCONTRACTOR:

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services/goods to be provided: \_\_\_\_\_  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email address: \_\_\_\_\_

### SUBCONTRACTOR:

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services/goods to be provided: \_\_\_\_\_  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\*Attach additional sheets if necessary

ATTACHMENT X

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

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

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

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

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

To comply with the Iran Contracting Act of 2010, the bidder shall complete and sign ONE of the options shown below.

**OPTION #1: CERTIFICATION**

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

Name of Bidder/Financial Institution (Printed): CompuCom Systems, Inc.

Signed by:  (Authorized Signature)

Randall Wooley (Printed Name)

Associate General Counsel (Title of Person Signing)

**OPTION #2: EXEMPTION**

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

Name of bidder/Financial Institution (Printed): \_\_\_\_\_

Signed by: \_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title of Person Signing)



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 976-1980

# Prohibited Contributors (Bidders)

## CEC Form 55

*This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.*

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on 10/12/12)

**Bid/Contract/BAVN Number** (or other identifying information if no number):  
 Bid No. F-872 / BAVN Number 11257

**Date Bid Submitted:**  
 9/30/2014

**Description of Contract:**  
 Various Software Licenses, Maintenance and Support (piggyback on LA GSD 58636)

**Awarding Authority (Department):**  
 Los Angeles Harbor Department

### BIDDER

Name: CompuCom Systems, Inc.

Address: 7171 Forest Lane, Dallas, TX

Email (optional): sam.andrews@compucom.com Phone: 323-378-6740

State Contractor ID: not applicable

*State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".*

### PRINCIPALS

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

Name: Don Doctor Title: Executive Chairman

Address: Charlotte, NC

Name: Jim Dixon Title: Chief Executive Officer

Address: Dallas, TX

Name: Richard A. McDonough Title: Secretary & General Counsel

Address: Dallas, TX

Name: John Massey Title: Treasurer

Address: Dallas, TX

\_\_\_\_\_ additional sheets are attached.

Bidder is an individual and no other principals exist.



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

## Prohibited Contributors (Bidders) CEC Form 55

### SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: N/A

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.