

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-789 Page 1
Show this number on envelope

Contract No. 39634

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: Malvern, PA ON THE 17th DAY OF July, 2012
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Infor Global Solutions (Michigan), Inc.

Phone (678) 319-8000 Fax (678) 319-5001

Address 13560 Morris Road, Suite 4100, Alpharetta, GA 30004

Street City State Zip

Signature [Handwritten Signature] Printed Name GREGORY M. GIANGIREDATO Printed Title SVP & General Counsel

Signature [Handwritten Signature] Printed Name Bradford E. Steiner Printed Title Secretary

(AFFIX CORPORATE SEAL HERE)

(Approved Corporate Signature Methods)
a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

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

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

County of Chester
State of Pennsylvania S.S.
Subscribed and sworn this date
17th day of July, 2012
[Handwritten Signature]
NOTARIAL SEAL
JOYETTE TENNEH DEAN, NOTARY PUBLIC
Notary Se MALVERN, CHESTER COUNTY
MY COMMISSION EXPIRES AUG. 16, 2014

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.
By _____
Executive Director Harbor Department
Date _____

Approved as to Form
7/27, 2012
City Attorney
BY [Handwritten Signature]
Deputy

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-789

<p>By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p>	<p style="text-align: center;">SUBMIT BID TO :</p> <p>By Mail: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p>	<p>BID DUE BEFORE 2:00 P.M. May 9, 2012</p>
<p>Buyer: Juan Benitez, Procurement Supervisor (310) 732-3890</p>		<p>BIDS WILL BE PUBLICLY OPENED</p>

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

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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BIDS are requested for the annual requirements of the Los Angeles Harbor Department for **INFOR GLOBAL SOLUTIONS (MICHIGAN), INC. SOFTWARE MAINTENANCE** to be furnished and delivered as may be required during the **contract period commencing JULY 1, 2012 and ending JUNE 30, 2013.**

Provide maintenance for Infor Global Solutions (Michigan), Inc. software for the following systems:

1.	Accounts Receivable System – Infor FMS E-Series, VSE/VSAM	Per Year	\$ <u>70,165.95</u>
2.	Accounts Payable System – Infor FMS E-Series VSE/VSAM	Per Year	\$ <u>51,521.69</u>
3.	General Ledger System, Infor FMS E-Series VSE/VSAM	Per Year	\$ <u>74,569.46</u>
4.	Fixed Assets System – Infor FMS E-Series VSE/VSAM	Per Year	\$ <u>42,457.10</u>
5.	Purchasing System-- Infor FMS E-Series VSE/VSAM	Per Year	\$ <u>58,087.83</u>
6.	Financial Controller- Extended Use for Non Infor Systems – Infor FMS E-Series VSE/VSAM	Per Year	\$ <u>14,055.15</u>
7.	Active Client – for Accounts Payable-: Infor FMS E-Series	Per Year	\$ <u>0.00</u>
8.	Active Client – for Accounts Receivable: Infor FMS E-Series	Per Year	\$ <u>0.00</u>
9.	Active Client – for Fixed Assets: Infor FMS E-Series	Per Year	\$ <u>0.00</u>
10.	Active Client – for General Ledger: Infor FMS E-Series	Per Year	\$ <u>0.00</u>
11.	Active Client – for Purchasing: Infor FMS E-Series	Per Year	\$ <u>0.00</u>
12.	Active Client Seats, (25) Seats- Infor FMS E-Series	Per Year	\$ <u>0.00</u>

<p>REQ. NO.: D-7958 NOTIFY: C. Ung 5/7/12 JB:ap PAGE 2</p>	<p>STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1</p>
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-789

13. Active Access Connector Foundation (w/ DAF Builder) Per Year \$ 0.00
E- Series, – Infor FMS E-Series

1. MAINTENANCE.

During the period referenced on the face of this Agreement: Infor Global Solutions (Michigan), Inc. ("Infor") shall provide Customer with all updates and improvements which Infor makes to a System and does not separately market. Upon notice from Customer, Infor shall use reasonable efforts to confirm the existence of any System computer program ("Software") nonconformance with the System documentation ("Documentation") and correct such nonconformance so long as Customer has installed all Infor updates and improvements in a timely manner. If Infor determines that no such nonconformance exists, Customer shall pay for Infor services at Infor then-current rates.

2. WARRANTIES.

- a. Infor warrants that it has the authority to enter into and perform its obligations under this Agreement.
- b. Infor WARRANTIES STATED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. PAYMENT.

All charges shall be paid within thirty (30) days of invoice date. Customer shall be responsible for all federal, state, or local taxes, duties, or similar assessments based on or arising out of this Agreement, excluding taxes based on Infor net income. Any amount not paid when due shall bear interest at the rate of 1-1/2% per month, or the maximum legal rate if less.

4. RIGHT TO COPY.

Customer may make complete or partial copies of the Software as needed solely for testing, archival, and back-up purposes. Customer shall ensure that any proprietary, copyright, or trade secret notices contained in or placed upon the Systems shall appear on any such copies.

5. LIMITATION OF LIABILITY.

Except for patent or copyright infringement, Infor liability arising out of or in any way connected with this Agreement shall not exceed the Maintenance Fee paid for the particular System involved. In no event shall Infor be liable for any indirect, incidental, special, or consequential damages. Infor also shall not be liable for any claim against Customer by any third party except for a patent or copyright infringement action and then only if Infor shall have received timely written notice of such action and the opportunity to assume the defense of such action.

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6. CONFIDENTIALITY.

Customer shall not disclose, provide, or otherwise make available to any third party, in whole or in part, the Systems or any information relating thereto, this Agreement, or any confidential material of Infor (or its licensors) except in confidence to employees of Customer and all Customer subsidiaries located in the U.S. as of the date of the applicable License Agreement ("Subsidiaries") to enable Customer to use the Systems, in compliance with the California Public Records Act. Customer shall take all reasonable action to fulfill its obligations with respect to the use, copying, confidentiality, and security of the Systems and all other confidential material of Infor its licensors. Customer shall ensure that any Subsidiary that has, or any other party authorized by Infor to have, access to the Systems complies with this Agreement. Customer shall be liable for any breach of this Agreement by any Subsidiary or any third party. Customer shall not assign, sublicense, extend, or transfer its rights under this Agreement by operation of law or otherwise. Customer shall have sole responsibility for the propriety, confidentiality, and use of the data maintained by the Systems. Any cross-application system-type module or feature shall be used only with the Systems with which it is delivered or for which it is licensed unless licensed specifically for use with other software systems. Use of all PC-based Systems shall not exceed the number of units or workstations licensed.

7. MISCELLANEOUS.

All copyright, trade secret, and other property rights pertaining to the Systems and all copies thereof are vested in Infor or its licensors. For purposes of Paragraphs 4, 6 and 7 herein, of this Agreement, "System(s)" includes all updates, improvements, modifications, and all derivative works. As used herein, "Customer" means the specific legal entity or operating unit that has executed this Agreement. If either party materially breaches any of its obligations hereunder and fails to remedy such breach within thirty (30) days of written notice, the other party may, in addition to any other remedies it may have, terminate this Agreement and the License Agreement as it pertains to the Systems. Customer shall be responsible for all costs, including reasonable attorney's fees, incurred by Infor enforcing this Agreement. Upon termination, Customer shall return the Systems to Infor and destroy all copies, and certify in writing to Infor that Customer has complied with the foregoing. Customer's obligations under this Agreement shall survive any termination. If Customer issues a purchase order in connection with this Agreement, none of its preprinted terms and conditions shall apply. All notices shall be in writing and shall be sent by first class mail to either party to the person and at the address shown on the face of this Agreement for such party. Any action of any kind arising out of or in any way connected with this Agreement must be commenced within one (1) year of the date upon which the cause of action occurred.

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**CITY OF LOS ANGELES
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BID NO. F-789

SUPPLIER CONTACT INFORMATION:

Contact Person: Kristen Pasquino

Title: Support Account Manager

Telephone No.: (678) 889-4831

Fax No.: (678) 393-3593

E-Mail Address: kristen.pasquino@infor.com

24 Hour Contact No.: _____

PRICE GUARANTEE. Prices are **maximum** for the period of the contract. In the event of a **price decline**, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Harbor Department.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Information Systems, 2nd Floor, 425 S. Palos Verdes St., San Pedro, CA 90731.

DELIVERY. Delivery is desired 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: _____

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

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-789

REMIT TO: NAME: Infor Global Solutions (Michigan), Inc.

ADDRESS: NW 5421, P.O. Box 1450

Minneapolis, MN 55485-5421

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.

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.

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.

SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999 agreeing to adopt the provisions of the Los Angeles City Ordinance No. 171004 relating to Service Contract Worker Retention (SCWR) Section 10.36 et. seq. of the Los Angeles Administrative Code as the policy of the Harbor Department. Further, Charter 378 requires compliance with the City's Living Wage (LW) requirements as set forth by ordinance (LWO), Section 10.37 et. seq. of the Los Angeles Administrative Code. Contractor shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this contract and otherwise pursue legal remedies that may be available.

EQUAL BENEFITS POLICY

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

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BID NO. F-789

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) 626-9271, 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:

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-789

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.
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 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 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. 4/07-116