

Los Angeles  
World Airports

September 10, 2013

**LAX**

**LA/Ontario**

**Van Nuys**

**City of Los Angeles**

Eric Garcetti  
Mayor

**Board of Airport  
Commissioners**

Michael A. Lawson  
President

Valeria C. Velasco  
Vice President

Joseph A. Aredas  
Robert D. Beyer  
Ann M. Hollister  
Raúl Pérez  
Fernando M. Torres-Gil

Gina Marie Lindsey  
Executive Director

Imran Yunus  
En Pointe Technologies Sales, Inc.  
18701 South Figueroa Street  
Gardena, CA 90248-4506

Dear Mr. Yunus:

We transmit for your files one fully executed original of Contract No. DA-4839 for procurement of information technology equipment and supplies, manufacturer warranty/maintenance, and other services to support essential daily operations and for Board of Airport Commissioners-approved capital projects at Los Angeles International Airport, LA/Ontario International Airport, and Van Nuys Airport. The term of this Contract is three years. The total fee amount will not exceed \$12,000,000.

Attached to the document is a certified copy of Resolution No. 25208 adopted by the Board of Airport Commissioners authorizing this Agreement.

When billing this Agency for reimbursement, please refer to the above document number on your invoice and mail to:

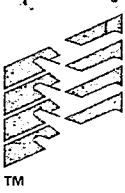
City of Los Angeles – LAWA  
P. O. Box 92882  
Los Angeles, CA 90009

Very truly yours,

Sandra J. Miller – Secretary  
BOARD OF AIRPORT COMMISSIONERS

Encl.





RESOLUTION NO. 25208

WHEREAS, on recommendation of Management, there was presented for approval, Award of a three (3)-year Contract to En Pointe Technologies Sales, Inc. for procurement of information technology equipment and supplies, manufacturer warranty/maintenance, and other services, to support essential daily operations and for Board of Airport Commissioners-approved capital projects at Los Angeles International Airport, LA/Ontario International Airport and Van Nuys Airport for a total amount not to exceed \$12,000,000; and

- LAX**
- LA/Ontario**
- Van Nuys**
- City of Los Angeles**
- Eric Garcetti  
Mayor
- Board of Airport Commissioners**

WHEREAS, on May 6, 2013, Request for Bid (RFB) No. 113-057, for information technology (IT) equipment and supplies which include workstations, printers, plotters, storage systems, appliances, servers, network equipment, IT security equipment, manufacturer warranty/maintenance, and other services, was posted on the City of Los Angeles website www.labavn.org. On May 23, 2013, Procurement Services Division held a Bidders conference, which was attended by thirteen (13) firms. On June 20, 2013, a total of six (6) bids were received; and

- Michael A. Lawson  
President
- Valeria C. Velasco  
Vice President
- Joseph A. Aredas
- Robert D. Beyer
- Ann M. Hollister
- Raúl Pérez
- Fernando M. Torres-Gil
- Gina Marie Lindsey  
Executive Director

WHEREAS, the table below lists the six (6) bids received and corresponding bid amounts. Four (4) of the bidders' bid amounts were adjusted, only for purposes of evaluation, because either they or their subcontractors are certified Local Business Enterprises (LBE). After application of an 8% LBE adjustment for award determination, En Pointe is the lowest responsive and responsible bidder. Los Angeles World Airports (LAWA) will pay En Pointe's full bid price which includes a 1% discount for payment made within twenty-six (26) days;

Vendor	Bid (Amount LAWA will pay)	LBE Adjustment (8%)	Adjusted Bid (for Evaluation Purposes Only)
En Pointe Technologies Sales, Inc.	\$11,737,050	(\$938,964)	\$10,798,086
Impex Technologies, Inc.	\$11,742,407	(\$939,393)	\$10,803,014
Kambrian Corporation	\$12,053,352	(\$964,269)	\$11,089,083
Technology Integration Group	\$11,984,018	0	\$11,984,018
Mainline Information Systems, Inc.*	\$12,729,313	(\$254,587)	\$12,474,726
World Wide Technology	\$13,218,404	0	\$13,218,404; and

\*Used certified LBE subcontractor

WHEREAS, funding for the first year of the contract is available in Fiscal Year 2013-2014 LAWA Operating Budget in Los Angeles International Airport (LAX) Cost Center 1170003 – IT Infrastructure Division, Commitment Item 522 – Materials and Supplies. Funding for subsequent years will be requested as part of the annual budget process. Funding is available for approved capital projects and costs may be allocated in the future to Board-approved capital projects and their respective Work Breakdown Structure Elements; and

WHEREAS, this action, as a continuing administrative activity, is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II Section 2(f) of the Los Angeles City CEQA Guidelines; and

WHEREAS, En Pointe will comply with the provisions of the Living Wage Ordinance; and

WHEREAS, Procurement Services Division has reviewed this action (File No. 10035968). No mandatory Small Business Enterprise levels of participation were set for this project, as no subcontracting opportunities were identified; and



WHEREAS, En Pointe will comply with the provisions of the Affirmative Action Program; and

WHEREAS, En Pointe has been assigned Business Tax Registration Certificate No. 442180-71; and

WHEREAS, En Pointe will comply with the provisions of the Child Support Obligations Ordinance; and

WHEREAS, En Pointe has approved insurance documents, in the terms and amounts required, on file with LAWA; and

WHEREAS, pursuant to Charter Section 1022, staff determined the work specified on the contract can be performed more feasibly or economically by an independent contractor than by City employees; and

WHEREAS, En Pointe has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance, and will comply with the provisions of said program; and

WHEREAS, En Pointe has been determined by the Public Works, Office of Contract Compliance, to be in compliance with the provisions of the Equal Benefits Ordinance; and

WHEREAS, En Pointe will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX jobs; and

WHEREAS, En Pointe has submitted the Bidder Contributions City Ethics Commission Form 55, and will comply with its provisions; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 245;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners determined that this action is exempt from the California Environmental Quality Act requirements; adopted the Staff Report; approved the Award of a three (3)-year Contract to En Pointe Technologies Sales, Inc. for procurement of information technology equipment and supplies, manufacturer warranty/maintenance, and other services for Los Angeles International Airport, LA/Ontario International Airport and Van Nuys Airport for a total amount not to exceed \$12,000,000; and authorized the Executive Director to execute said Contract upon approval as to form by the City Attorney.

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I hereby certify that this Resolution No. 25208 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Tuesday, August 20, 2013.



Sandra J. Miller – Secretary  
BOARD OF AIRPORT COMMISSIONERS

CONTRACT BETWEEN THE CITY OF LOS ANGELES AND  
EN POINTE TECHNOLOGIES SALES, INC. FOR PROCUREMENT OF INFORMATION  
TECHNOLOGY EQUIPMENT AND SUPPLIES, MANUFACTURER'S WARRANTY /  
MAINTENANCE, AND OTHER SERVICES FOR THE DEPARTMENT OF AIRPORTS

THIS CONTRACT, made and entered into this 9<sup>th</sup> day of September,  
2013, at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal  
corporation (hereinafter referred to as "City"), acting by order of and through the Executive Director  
of the Department of Airports (hereinafter referred to as "Department" or "LAWA"), and **EN  
POINTE TECHNOLOGIES SALES, INC.** (hereinafter referred to as "Contractor").

**RECITALS**

That for and in consideration of the covenants and conditions hereinafter contained to be kept  
and performed by the respective parties, IT IS AGREED AS FOLLOWS:

WHEREAS, LAWA desires Information Technology equipment, supplies, manufacturer's  
warranty/maintenance, support and related products and services for the Department (hereinafter  
referred to collectively as "Goods and Services"); and,

WHEREAS, Contractor has the experience, ability, and resources to provide these Goods and  
Services under the terms and conditions set forth herein; and,

WHEREAS, LAWA has determined it is in its best interest to contract for such expert  
assistance.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter  
contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as  
follows:

**Section 1.0. Term of Contract.**

1.1. The term of this Contract shall be for a period commencing upon execution of this  
Contract by the Executive Director and expiring three years thereafter, unless earlier terminated  
pursuant to the terms hereinafter set forth. LAWA may terminate this Contract, without cause, upon  
giving the other party a thirty (30) day advance written notice.

**Section 2.0 Definitions.**

2.1 It is understood that when the following words and phrases are used herein, each shall  
have the meaning set forth opposite the same:

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BOARD: The Board of Airport Commissioners of the City of Los Angeles.

DEPARTMENT  
OR LAWA: The Department of Airports of the City of Los Angeles.

EXECUTIVE  
DIRECTOR: Executive Director of the Department of Airports, or her/his authorized designee.

**Section 3.0 Contractor Scope and Fee.**

3.1 Contractor shall provide computers, peripherals, equipment, related software where applicable, manufacturer's warranty/maintenance and other services ("Goods and Services") at competitive prices for LAWA at Los Angeles International Airport, Ontario International Airport, and Van Nuys Municipal Airport. Contractor agrees to provide the Goods and Services to City under the terms and conditions set forth in Contractor's response to Request for Bid No. 113-057 which is attached hereto and incorporated by reference as Exhibit A. In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of Exhibit A, all conflicts shall be resolved in favor of this Contract and all of its amendments over Exhibit A.

3.2 The compensation to Contractor shall not exceed Twelve Million Dollars (\$12,000,000.00) for the term of this Contract. The stated amount is deemed to include all provisions for Contractor's compensation for Good and Services, including, without limitation, travel costs, fringe benefits, all out of pocket expenses, and overhead costs.

3.3 Contractor shall attach to each billing an invoice and backup documents of Contractor's Landed Costs it has supplied to LAWA during the period covered by the invoice.

3.4 All requests for payment submitted pursuant to this Contract shall be certified by a duly authorized officer of Contractor. City reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the Executive Director, such would be in the best interest of City. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to City's representative at LAWA's Office at the address listed below upon fifteen (15) days' notice. Contractor agrees to pay for all travel costs, housing, and other related expenses associated with the audit of said books, reports, accounts, and records by LAWA at Contractor's place of records if said place of records is outside of the greater Los Angeles metropolitan area. The aforesaid records shall not include any proprietary records of Contractor such as cost data.

3.5 City shall not be required to make payments for Goods and Services not yet provided or received, nor for Services deemed unsatisfactory by City. The parties agree that the Executive Director shall make the final determination as to when Contractor's Services or any part thereof have been satisfactorily performed or completed or the Services provided to City to justify release of any given payment to Contractor under this Contract.

3.6 If a necessary change causes an increase in the scope of work or services to be performed or the Goods and Services to be provided by Contractor pursuant to this Contract, then the parties hereto shall first agree upon additional compensation, if any, to be paid to Contractor therefore, and this Contract shall be amended, in writing, prior to the performance by Contractor of said increased work or service.

3.7 The costs for Goods and Services under this agreement shall be as low as those currently charged the Contractor's most favored customers for comparable quantities under similar terms and conditions. If, at the time Goods and Services are provided to the City additional discounts are available to Contractor's other government and commercial customers based on volume guarantees, then, on condition that the City requests Contractor's then current list of lowest available costs from Contractor, the City will be offered the opportunity to have Goods and Services provided at such lower costs as those charged to Contractor's most favored customer based on similar terms and conditions.

**Section 4.0. Warranty.**

4.1 Contractor warrants that the Goods and Services provided herein shall conform to high professional standards.

**Section 5.0 Termination or Suspension of Services or Contract.**

5.1 City, or the Executive Director if within his/her authority, may terminate this Contract, with or without cause, upon giving the Contractor a thirty (30) day advance written notice.

5.2 The Executive Director may, if within his/her authority: (1) require Contractor to terminate or suspend the performance of all, or a portion, of its services for any reason and/or (2) terminate any part of this Contract for any reason, upon giving Contractor thirty (30) days written notice prior to the effective date of such suspension or termination which date shall be specified in such notice.

5.3 In the event that this Contract or any portion thereof and/or Contractor's Goods and/or Services, or any portion thereof is suspended or terminated by Executive Director as provided in Section 5.2, the City will compensate Contractor for Goods and Services completed and satisfactorily performed, as determined by LAWA staff, subject to the terms under Section 3.0.

**Section 6.0 Default and Right of Termination.**

6.1 In the event a Contractor fails to abide by the terms, covenants and conditions of this Contract, City may, instead of immediately exercising its rights under Section 5, give Contractor written notice to correct the defect or default. If the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within five (5) days after City's mailing of notification, City may, at its sole discretion, (a) terminate this Contract forthwith upon giving Contractor a ten

(10) day written notice, or (b) withhold any further payment for Contractor's services until such defect or default is corrected within the time specified by the City. If the default or defect is still not corrected within that time, City may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice.

6.2 Notwithstanding anything herein to the contrary, the City has the right to terminate this Contract, with or without cause, upon thirty (30) days advance written notice to the Contractor.

**Section 7.0 Notices.**

7.1. **Notice to LAWA.** Written notices to LAWA hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216**

**Office of City Attorney  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216**

or to such other address as LAWA may designate by written notice to Contractor.

7.2. **Notice to Contractor.** Written notices to Contractor hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

**EN POINTE TECHNOLOGIES SALES, INC.  
Imran Yunus, Director of Government Sales  
18701 S. Figueroa Street  
Gardena, CA 90248-4500**

or to such other address as Contractor may designate by written notice to LAWA.

7.3. The execution of any such notice by Executive Director shall be as effective as to Contractor as if it were executed by the Board of Airport Commissioners of the City of Los Angeles (hereinafter referred to as "Board"), or by Resolution or Order of said Board, and Contractor shall not question the authority of Executive Director to execute any such notice.

7.4. All such notices, except as otherwise provided herein, may either be delivered personally to Executive Director with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

## **Section 8.0. Insurance.**

8.1. Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified on Insurance, Exhibit B, attached hereto and incorporated by reference herein. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance, Exhibit B, hereof with respect to Contractor's acts or omissions in its operations, use, and occupancy of the Airport or other related functions performed by or on behalf of Contractor in, on or about Airport.

8.2. Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Contract with the City of Los Angeles."

8.3. All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director based upon the nature of Contractor's operations and the type of insurance involved.

8.4. City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, Board and all of City's officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Contractor in Contractor's operations at Airport. In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

8.5. At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

8.6. Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Executive Director. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of City's Administrative Code prior to Contractor occupying the Airport. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

8.7. City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Contract by the Executive Director who may, thereafter, require Contractor, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Executive Director deems to be adequate.

8.8. Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Contractor agrees, except where exempted, to provide City proof of said insurance by and through a surplus line broker licensed by the State of California.

#### **Section 9.0 City Held Harmless.**

9.1 In addition to the requirements of Section 8, Insurance herein, Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any and all of its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest (collectively "City Defendants") from and against any and all allegations, suits, proceedings, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation) (collectively "Claims"), prosecuted by anyone (including Contractor and/or Contractor's agents, former and current employees, or competitors) by reason of, arising out of, related to, connected with or pertaining to (1) injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or (2) damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees), or (3) Contractor's (and/or its employees' or agents') and/or Sub-Contractor's (and/or its employees' or agents') performance of the Contract, or (4) City's selection of Contractor over its competitors as the awardee of this Contract; whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. If applicable, (a) where such Claims arise from or relate to Contractor's performance

of a "Construction Contract" as defined by California Civil Code Section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such Claims are caused by the City's sole negligence, willful misconduct or active negligence; and/or (b) where such Claims arise from Contractor's design professional services as defined by California Civil Code Section 2782.8, Contractor's indemnity obligations shall be limited to Claims arising out of, pertaining to, or relating to the Contractor's negligence, recklessness or willful misconduct in the performance of the Contract.

9.2 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City Defendants, from and against any and all Claims arising out of any threatened, alleged or actual claim that any end product provided to the City by Contractor or the Contractor's response to the RFB, infringes any party's invention (patentable or not), patent, trademark, service marks, trade dress, copyright, trade secret, proprietary right, moral right, privacy, *sui generis* right, or other intellectual property rights, including , ideas, concepts, themes, processes, methods, algorithms, other proprietary information or intangible rights (hereinafter referred to collectively as "Intellectual Property Rights"). Contractor further agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

9.3 Should Contractor reasonably believe that (1) any of the Work Products (as defined in Section 20) allegedly or actually infringes or is likely to infringe on any third party Intellectual Property Rights, or (2) any of the licenses procured on behalf of the City under this Contract is to expire, to be terminated or enjoined sooner than the term procured for, Contractor shall immediately notify City of such alleged, actual or potential infringement or license status. Upon City's request, Contractor shall, at Contractor's own expense:

- i) procure for the City the right or license to continue using the intellectual property at issue; or
- ii) replace the intellectual property at issue with a functionally equivalent, non-infringing product, if practicable.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the City or its agents/consultants, or diminish the intended benefits and use of the Work Products by the City or its agents/consultants under the specifications herein.

9.4 In addition, Contractor agrees to defend, indemnify and hold harmless City Defendants from and against any and all Claims, made by anyone arising out of any allegations in connection with Contractor's use of any of its employees and/or subcontractors and/or consultants working under this Contract or in connection with Contractor's response to the RFB, including but not limited to allegations for tortious interference with contractual relations, aiding

and abetting, unjust enrichment, violations of any party's Intellectual Property Rights. Contractor agrees to, and shall, pay all such damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City.

9.5 In Contractor's defense of the City under Section 9, including but not limited to the negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

9.6 Survival of Indemnities. The provisions under Section 9 shall survive the termination of this Contract. Rights and remedies available to the City hereinabove shall survive the termination of this Contract. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

**Section 10.0. Abandonment of Project and Cancellation of Contract; Suspension of Services.**

10.1. If, at any time, the Executive Director, for any reason, decides to terminate or suspend the scope of work, or any part thereof, or Contractor's services, or any part thereof, Executive Director may: (1) require Contractor to terminate or suspend the performance of all, or a portion, of its services and/or (2) terminate this Contract, or any part thereof, upon giving Contractor a ten (10) day written notice prior to the effective date of such termination which date shall be specified in such notice.

**Section 11.0 Advertisements.**

11.1 Contractor shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on Airports.

**Section 12.0 Restrictions and Regulations.**

12.1 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

12.2 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the Executive Director which are now in force or which may be hereafter adopted by the Board of Airport Commissioners and/or the Executive Director with respect to the operation of Airport.

12.3 Contractor shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

12.4 Contractor shall be solely responsible for insuring that the Services fully comply with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

**Section 13.0 Alternative Fuel Vehicle Requirement Program (for LAX Only).**

13.1 Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the "Alternative Fuel Vehicle Requirement Program"). The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached as Exhibit J and made a material term of this Contract.

**Section 14.0 Assignment or Transfer Prohibited.**

14.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract, or any portion thereof or any interest therein, without the prior written consent of the City or the Executive Director if within his/her authority. This Contract shall not, nor shall any interest therein, be assignable as to the interest of Contractor by operation of law without the prior written consent of the City or the Executive Director if within his/her authority.

14.2 For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the City is a violation of this Contract and shall be voidable at the City's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

14.3 In the event of a name change of Contractor, in which there is no transfer, assignment, mortgaging, pledging, or encumbering of Contractor as provided in Section 11.2, the Contractor must obtain the written consent of the Executive Director; and Contractor shall provide all related documents, as well as any other documents requested by LAWA. Failure to obtain the consent of the Executive Director under this section may result in the City's inability to pay and delay in paying the newly named entity.

14.4 When proper consent has been given by the City, or the Executive Director if within his/her authority, the provisions of this Contract shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

**Section 15.0 Attorneys Fees.**

15.1 If City shall, without any fault, be made a party to any litigation commenced by or against Contractor arising out of Contractor's use or occupancy of Airport, then Contractor shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

**Section 16.0 Disabled Access.**

16.1 As directly related to Contractor's responsibilities with regard to this Contract, Contractor shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans with Disability Act of 1990 and any amendments thereto, or successor statutes.

16.2 Should Contractor fail to comply with Section 13.1, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

**Section 17.0 Environmentally Favorable Operations.**

17.1 Contractor acknowledges for itself and any subcontractors that its operation of its activities under this Contract will be subject to all the Department's policies, guidelines and requirements regarding environmentally favorable construction, use and/or operations practices (collectively "LAWA Policies") as such LAWA Policies may be promulgated, revised and amended from time-to-time."

**Section 18.0 First Source Hiring Program For Airport Employers (for LAX ONLY).**

18.1 Contractor shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached as Exhibit I and made a material term of this Contract.

## **Section 19.0 Independent Contractor.**

19.1 It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City.

19.2 Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

## **Section 20.0 Ownership of Work Product.**

20.1 The City shall own all titles, rights and interests in all Work Products created, originated and/or prepared by Contractor and all of its subcontractors (hereinafter collectively referred to as "Vendors") for the City under this Contract. Work Products are all materials, tangible or not, created in whatever medium under this Contract, including without limitation reports, manuals, specifications, drawings and sketches, computer programs and databases, schematics, maps, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of Intellectual Property Rights. Contractor shall not dispute or contest, directly or indirectly, the City's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Vendors hereby assign, and if later required by the City, shall assign to the City all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting City's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the City. Contractor agrees that before commencement of any subcontract work it will incorporate all provisions in this Contract on property ownership, including Section 20, to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Contract such that the City's titles, rights, and interests in Work Products are preserved and protected as intended herein.

20.2 Contractor represents and warrants that performance of all obligations (including those performed by its subcontractors) under this Contract does not infringe in any way, directly or contributorily, upon any third party's Intellectual Property Rights, including, without limitation, proprietary information, trade secrets and confidential information.

20.3 Contractor shall procure or causes to procure for City (including its employees, consultants and agents) all Intellectual Property Rights licenses (and/or sublicenses) necessary to enjoy fully the Work Products, deliverables and benefits conferred and/or delivered to City under this Contract. Such licenses shall be royalty-paid, perpetual, irrevocable in favor of the City, its employees, consultants and agents.

20.4 Contractor's Trade Secrets. Trade Secrets, as used in this Contract, are defined in California Government Code Section 6254.7 and California Evidence Code Section 1061(a)(1) and may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. Parties acknowledge that no Work Products or deliverables created and delivered to City under this Contract may constitute or contain any trade secrets of Contractor's or that of any other third party.

20.4.1 Contractor hereby stipulates that it shall not deliver to City any of Contractor's Trade Secrets. In the unlikely event that Contractor reveals any of its Trade Secrets (that is so marked conspicuously on every page) to City to further the intent and purpose of this Contract, so notifies City in writing that it has revealed its Trade Secrets to City, and so provide City with a "public copy" in which all such Trade Secrets are redacted or hidden; then City agrees to notify Contractor of any request made pursuant to the California Public Records Act, Cal. Gov. Code, § 6250 et seq., ("CPRA") that includes Contractor's redacted Trade Secrets. If requested, City has the option to disclose any of Contractor's Trade Secrets (in addition to the public copy), unless Contractor objects in writing to the City after 10 calendar days from the notice mailing date by the City to Contractor of the CPRA request, agrees to indemnify and hold City harmless for non-production of such Trade Secrets, and seeks timely judicial ruling on whether City shall produce such Trade Secrets under the CPRA request.

20.4.2 Unless expressly stated otherwise, for all pre-existing third-party and Contractor's intellectual property (if any), including software, required to operate or use any Work Product delivered by Contractor, Contractor hereby grants and will cause others to grant City (including its agents and contractors) a royalty-paid, perpetual, irrevocable license to use such pre-existing intellectual property internally by the City (including its agents and contractors).

20.5 The provisions of Paragraphs 20.1 through 20.5 shall survive termination of this Contract.

#### **Section 21.0 Restrictions and Regulations.**

21.1 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

21.2 Contractor shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the Executive

Director which are now in force or which may be hereafter adopted by the Board of Airport Commissioners and/or the Executive Director with respect to the operation of Airport.

21.3 Contractor shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

21.4 Contractor shall be solely responsible for insuring that the Goods and Services fully comply with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

**Section 22.0 Waiver.**

22.1 The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

**Section 23.0 Business Tax Registration.**

23.1 Contractor represents that it has registered its business with the Office of Finance of the City of Los Angeles and has obtained and presently holds from that office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). Contractor shall maintain, or obtain as necessary, all such certificates required of it under said ordinance and shall not allow any such certificates to be revoked or suspended during the term hereof.

**Section 24.0 Child Support Orders.**

24.1 This Contract is subject to Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Section 10.10, et seq. related to Child Support Assignment Orders, which is incorporated herein by this reference. A copy of Section 10.10 and the Declaration of Compliance form have been attached hereto for the convenience of the parties as Exhibit E. Pursuant to this section, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's or Contractor's subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10 (b) of the Code, failure of Contractor or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or

the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Contract subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

**Section 25.0 Contractor Responsibility Program.**

25.1 Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval. A copy of this Program is attached hereto for the convenience of the parties as Exhibit H.

25.2 Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the bidder/proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

**Section 26.0 Nondiscrimination and Affirmative Action Program.**

**26.1 Federal Non-Discrimination Provisions.**

26.1.1 Contractor assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Contractor or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the

period during which the airport sponsor or any transferee retains ownership or possession of the property. [USE GUIDE, paragraph 1].<sup>1</sup>

## 26.2 **Municipal Non-Discrimination Provisions.**

26.2.1 **Non-Discrimination In Use Of Airport.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of Airport or any operations or activities conducted on Airport. Nor shall Contractor or any person claiming under or through Contractor establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of contractors, subcontractors, or vendees of Airport. Any assignment or transfer, which may be permitted under this Contract, shall also be subject to all non-discrimination clauses contained in Section 26.2.

26.2.2 **Non-Discrimination In Employment.** During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to insure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

26.2.3 **Equal Employment Practices.** If the total payments made under this Contract are One Thousand Dollars (\$1,000) or more, this provision shall apply. During the performance of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), which is incorporated herein by this reference. A copy of Section 10.8.3 has been attached to this Contract for the convenience of the parties as Exhibit C. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

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<sup>1</sup> The paragraph references are to mandatory requirements contained in a document entitled, "LEASE AND USE AGREEMENT GUIDE," dated June 6, 1984, revised May 2001, published by the Federal Aviation Administration.

26.2.4 **Affirmative Action Program**. If the total payments made under this Contract are One Hundred Thousand Dollars (\$100,000) or more, this provision shall apply. During the performance of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), which is incorporated herein by this reference. A copy of Section 10.8.4 has been attached to this Contract for the convenience of the parties as Exhibit D. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

### **Section 27.0 Equal Benefits Ordinance**

27.1 Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance ("EBO"), Contractor certifies and represents that Contractor will comply with the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by City, including Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term "Non-ERISA Benefits" shall mean any and all benefits payable through benefit arrangements generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension benefit plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not limited to, all benefits offered currently or in the future, by Contractor to its employees, the spouses of its employees or the domestic partners of its employees, that are not defined as "employee welfare benefit plans" or "employee pension benefit plans", and, which include any bereavement leave, family and medical leave, and travel discounts provided by Contractor to its employees, their spouses and the domestic partners of employees.

27.2 Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the term of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480."

27.3 The failure of Contractor to comply with the EBO will be deemed to be a material breach of the Contract by City. If Contractor fails to comply with the EBO City may cancel or terminate the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by City. City may also pursue any and all other remedies at law or in equity for any breach. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance. If City determines that Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, City may terminate the Contract.

## **Section 28.0 Living Wage Requirements.**

### **28.1 Living Wage Ordinance.**

28.1.1 **General Provisions: Living Wage Policy.** This Contract is subject to the Living Wage Ordinance (the "LWO") (Section 10.37, *et seq.*, of the Los Angeles Administrative Code, which is incorporated herein by this reference. A copy of Section 10.37 has been attached hereto for the convenience of the parties as Exhibit F. The LWO requires that, unless specific exemptions apply, any employees of a service contractor who render services that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than Twelve Dollars (\$12) per hour of their possible right to the Federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with Federal law prohibiting retaliation for union organizing.

28.1.2 **Living Wage Coverage Determination.** An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the

LWO, or whether an employer or employee is exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

**28.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy.** If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the execution date of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

**28.1.3.1 Subcontractor Compliance.** Contractor agrees to include, in every subcontract or sublease covering City property entered into between Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the LWO with respect to City's property; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the LWO; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the LWO directly against the subcontractor with respect to City property, and (ii) invoke, directly against the subcontractor with respect to City property, all the rights and remedies available to City under Section 10.37.5 of the LWO, as same may be amended from time to time.

**28.2 Service Contract Worker Retention Ordinance.** This Contract may be subject to the Service Contract Worker Retention Ordinance ("SCWRO")(Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference and attached hereto for the convenience of the parties as Exhibit G. If applicable, Contractor must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated

contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

**Section 29.0 Municipal Lobbying Ordinance.**

29.1 Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance, Municipal Code Section 48.01 et seq., as amended.

**Section 30.0 Compliance with Los Angeles City Charter Section 470(c)(12) and 609(e).**

30.1 The Contractor, other underwriting firm members of the underwriting syndicate, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Contractor and other underwriting firm members of the underwriting syndicate subject to Charter Section 470(c)(12) and 609(e), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions.

As provided in Charter Sections 470(c)(12), 609(e) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract/Resolution # \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12) and 609(e), underwriting firm, subcontractor and principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

30.2 Contractor, underwriting firms, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

**Section 31.0 Miscellaneous Provisions.**

31.1 **Fair Meaning.** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor.

31.2 **Section Headings.** The section headings appearing herein are for the convenience of City and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

31.3 **Void Provisions.** If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

31.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

31.5 **Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

31.6 **Gender.** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

31.7 **Ordinance and Code Language Governs.** City of Los Angeles ordinance and code exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.

31.8 **Amendments to Ordinances and Codes.** The obligation to comply with any ordinances and codes which have been incorporated into this Contract by reference shall extend to any amendments which may be made to those ordinances and codes during the term of this Contract.

31.9 **No Exclusive Right.** No provision of this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of the Federal Aviation Act, 49 U.S.C. 40103(e) and 40107(a)(4)(Public Law No. 103-272).

31.10 **Amendment.** All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

31.11 **Force Majeure.** Notwithstanding any other provision hereof, neither the Contractor nor the City shall be held responsible or liable for failure to meet their respective obligations under

this agreement, if such failure shall be due to causes beyond the Contractor's or City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local government in either sovereign or contractual capacity, insurrection, epidemics, freight embargos or delay in transportation, and changes in federal, state or local laws.

**Section 32.0 Entire Agreement.** This Contract contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

[Remainder of Page Intentionally Left Blank]

# EXHIBIT A

Contractor's Response to Request For Bid

RETURN BID IN A SEALED  
ENVELOPE to  
Los Angeles World Airports  
Purchasing Office  
Attention: Terri Sabosky  
7301 World Way West 4<sup>th</sup> Floor  
Los Angeles, CA 90045

CITY OF LOS ANGELES  
LOS ANGELES WORLD AIRPORTS (LAWA)

REQUEST FOR BID No. 113-057  
(Show this number on envelope)  
This is not an order!

If you are delivering the bid in person you must allow adequate time to check in at the front desk (valid government issued picture ID is required) and take an elevator to the 4th floor of our building at 7301 World Way West. Bids delivered after the bid closing time will not be opened.

E-mail address: [tsabosky@lawa.org](mailto:tsabosky@lawa.org)  
Telephone No. (424) 646-7403  
Fax No. (424) 646-9274

Quotation must be delivered prior to:  
2:00 PM Thursday, JUNE 20, 2013

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**THE FOLLOWING BID MUST BE SIGNED!**

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized officers in the corporate name.


*Bidder understands and agrees that the bidder name submitted below must be the same as the name appearing on the Business Tax Registration Certificate (BTRC) or Vendor Registration Number (VRN) Issued by the City of Los Angeles and on the insurance documents submitted to the Los Angeles World Airports (LAWA) if applicable.*

*Bidder further understands and agrees that by signing the bid below they agree to comply with all applicable Administrative Requirements, including but not limited to Declaration of Non-Collusion, Assignment of Anti-Trust Claims, General Conditions and Invoice Instructions, as detailed in the attached Administrative Requirements.*

The undersigned hereby agrees to furnish and deliver the following goods or services in accordance with the conditions, prices, terms and conditions quoted below:

Company Name: En Pointe Technologies Sales, Inc. Sole proprietor  Partnership  Corp  X  
(Bidder's name must be the same as the name on the invoice!)

by Name and Title: Javed Latif (CEO)  (Sign with ink or indelible pen)

by Name and Title: Robert Mercer, Secretary  (Sign with ink or indelible pen)

If 1 person has multiple officer positions, he/she may sign once and list the different officer provisions.

Contact Person (if different from the above): Bob O'Connor/Account Executive

Street Address: 18701 S. Figueroa Street City: Gardena State: CA Zip Code: 90248-4506

Phone No: 310 - 337 - 5202 Fax No: 310 - 258 - 2372 E-mail Address: boconnor@enpointe.com

Payment Terms: 1.00% 25 days (minimum 25 days for net bid award consideration)

Bids are requested for furnishing the annual requirements of Los Angeles World Airports (LAWA), as may be required during a period beginning from the date of execution and ending in 3 years for the following:

**COMPUTER EQUIPMENT PURCHASE & INSTALLATION/WARRANTY SERVICES FOR LAX,  
VAN NUYS (VNY) AND ONTARIO (ONT) AIRPORTS**

Bid No. 113-057  
RX 10035968  
05/08/13

In accordance with attached Specifications (7 Pages) and Exhibit A Worksheets (8 pages).

**BIDDERS' CONFERENCE**

Prospective bidders are invited to attend a Bidders' Conference at 9:00 a.m. on **THURSDAY MAY 23, 2013**, at LAWA Purchasing, 7301 World Way West 4<sup>th</sup> Floor, Los Angeles, CA 90045. For additional information, bidders may contact Terri Sabosky at (424) 646-7403 or by email [tsabosky@lawa.org](mailto:tsabosky@lawa.org).

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact: Larry Rolon, LAWA ADA Coordinator at (424)337-5005.

**DIRECTIONS TO THE PROCUREMENT SERVICES DIVISION**

Los Angeles World Airports-7301 World Way West, 4<sup>th</sup> floor, Los Angeles, 90045

405 (South) or (North) to 105 (West)

105 (West) to the end. (Imperial Highway)

(Imperial Highway (West) approx. 3 signal lights to Pershing Drive.

At Pershing Drive, make a Right turn

Approx. 1000 feet (North) where there will be a sign "World Way West"

Follow the road on to World Way West. (East)

Proceed (East) to third signal light at Administration Road, and turn LEFT into the driveway and park in the parking area in front of you or to the East or Rear of 7301. There is additional parking across World Way West at Maintenance Road.

The 9 story high rise building west of you is 7301—The Procurement Services Division is on the 4<sup>th</sup> floor.

DO NOT park in the Assigned Spaces in front or side of the building.

**BID:**

The bid must be made on the bid form provided. The bid must state the amounts for which the bidder proposes to supply all goods/equipment. All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, any unauthorized addition, condition, limitation, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No modification of a bid will be considered. No bid received after the time fixed for receiving them will be considered.

**BIDDER'S RESPONSIBILITY:**

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. LAWA is not liable for any cost associated with the development, preparation, transmittal, or presentation of any bid or material submitted.

**Bidders must acknowledge receipt of all addenda in the space provided below**

Signature: [Signature]  
Addendum 1 (if issued)

Signature: [Signature]  
Addendum 4 (if issued)

Signature: [Signature]  
Addendum 2 (if issued)

Signature: [Signature]  
Addendum 5 (if issued)

Signature: [Signature]  
Addendum 3 (if issued)

Signature: \_\_\_\_\_  
Addendum 6 (if issued)

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of the Executive Director. All bids shall be subject to acceptance by LAWA for 3 months.

**BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK:**

The Bid must be accompanied either by a check certified by a responsible bank in the City of Los Angeles, or a cashier's check issued by a responsible bank, or a corporate surety bond of a responsible surety company for an amount not less than ten percent (10%) of the amount bid, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder to whom the contract is awarded will enter into the proposed contract and furnish the required bonds and as liquidated damages for any loss which may accrue from failure to do so; such payment, however, not to preclude recovery by the City of any amount over and above said sum to which the City sustains damage by reason of such failure or refusal. No bid will be considered unless accompanied by such check or bond.

IF SUBMITTING A BOND, BIDDERS MUST USE THE BID BOND ENCLOSED HEREWITH. BIDDERS ARE HEREBY ADVISED THAT THIS BOND GUARANTEEING TO THE CITY THE FULL 10% PENAL SUM THEREOF, REGARDLESS OF THE CITY'S ACTUAL DAMAGES SHOULD THE BIDDER FAIL TO ENTER INTO THE CONTRACT AND FURNISH THE REQUIRED BONDS, WILL BE ACCEPTABLE. SUBMISSION OF AN INCORRECT BOND WILL CAUSE THE BID TO BE NONRESPONSIVE AND SHALL RESULT IN ITS REJECTION.

The City of Los Angeles reserves the right to cash such check and hold the proceeds. The proceeds will become the property of the City of Los Angeles if the bidder to whom the contract is awarded fails or refuses to execute the contract and bonds within thirty (30) days after the contract is awarded. Otherwise, the check or bond accompanying the successful bid will be returned upon execution of the contract. Bonds and checks accompanying the rejected bids will be returned upon award of the contract.

**MARK UP PRICING:**

Bids are requested in the form of a MARK-UP from the Vendor's landed costs and shall be applicable to all items listed in Table 1, 2 and 3 of Exhibit A as required by LAWA. The mark-up must be expressed in a single whole number, such as plus 5%. Range of percentages such as "between 4% and 6%" is not acceptable. Bids submitted in violation of the above requirement will not be considered.

The scope of the work is described in the attached Specifications Section (7 pages). Please read this entire section carefully. Bidder must quote on all items in Exhibit A to be considered.

Please state your Grand Total  
(from page 8 of Exhibit A - Computer Hardware Worksheet)

\$ 11,847,178.21

**PRICE AGREEMENT CONDITIONS**

Percentage mark-up in Exhibit A shall remain firm for the duration of the contract. However, the Pricing Schedule/Cost Sheet may be subject to change in accordance with the price adjustments made by the manufacturers.

**PRICE VERIFICATION**

The Contractor must have the capability to provide cost information, before mark-ups and net prices after 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.

**DELIVERY:**

See Section 3.7 of the attached Specifications for delivery requirements.

**DELIVERY COSTS:**

Prices quoted shall include all delivery and unloading charges to Los Angeles International Airport (LAX), Ontario International Airport (LA/ONT) and Van Nuys General Aviation Airport (VNY) as specified in Section 3.7.2 of the attached Bid Specifications. Bidder/contractor owns equipment/goods in transit and must file any claim with shipper/manufacturer for any loss or damage.

**WARRANTY:**

Vendor shall guarantee any equipment delivered under this order unconditionally for a 90-day period after equipment is placed in use (free parts and labor for defective material on workmanship or failure to operate properly) and one-year guarantee against defective parts.

**DEFECTIVE PARTS/MATERIALS/EQUIPMENT:**

The Bidder (Supplier) agrees to replace any and all defective parts/materials/equipment supplied under the contract to be awarded, at no cost to LAWA.

**CARE AND CUSTODY**

The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his possession or the possession of any of his agents. Contractor shall reimburse the City for any loss or damage to City equipment in his or his agents care or custody.

**CONTRACTOR'S PROBLEM LOG**

If services and/or delivery fall below an acceptable level, as determined by the Project Manager, the Project Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service". The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected after the contractor receives the "Notice to Correct Unacceptable Service", payment may be withheld by the City until corrections are made. See Section 3.13 of the attached Specifications for Contractor Performance requirements.

If unacceptable service continues after the supplier receives the "Notice to Correct Unacceptable Service" or if the supplier receives three or more such notices, the City may cancel the contract as set forth in the Termination Section of this bid.

**SAFETY APPROVAL:**

Electrical items quoted herein shall have the UNDERWRITER'S LABORATORY or LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA requirements, where applicable. Indicate approval your product carries:

UL Label   X   City of LA Building and Safety                     

**SAFETY CODE:**

Any equipment or material furnished shall conform with the current SAFETY CODE of the California Division of Industrial Safety and all OSHA requirements in effect at time of award of contract. Any required certification necessary to place equipment into service shall be the responsibility of the Contractor. A copy of the certification shall be delivered with the equipment.

**ESTIMATED EXPENDITURE**

Total expenditures under this contract are estimated to be approximately \$12,000,000 for 3 years. 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.

**REFERENCES/QUALIFICATIONS**

Bidders are required to submit below a list of companies/agencies for which they have performed similar work/services and/or supplied goods/equipment under similar conditions as required in this bid. Please provide a minimum of 3 references:

Company Name	Duration of Service	Contact/Phone #	Goods/Services Provided
(LADWP)	2008 Current	Guillermo Farias (213) 367-1024	Computer Equipment/Related Services
(CCSF)	2007 to Current	Anita Sevilla (415) 553 1124	Computer Equipment/Related Services
Port of LA	2009 to Current	Lance Kaneshiro (310) 732-7766	Computer Equipment/Related Services

**OPTION TO PURCHASE ADDITIONAL ITEMS:**

Indicate whether you will grant LAWA the option to purchase items your company supplies that are not listed hereunder. This option shall apply to purchases that are \$1,000 or less, per order.

Option Granted       Option Not Granted

**NEW AND UNUSED:**

The equipment furnished shall be a new and unused, current model. If and when parts and/or materials are to be provided, they will also be new and unused.

**LOCAL BUSINESS PREFERENCE PROGRAM (LBPP): CERTIFIED LBE by the City of LA?**

Yes       No

If you checked yes please provide your BAVN Company ID Number here: 2139

Companies certified as a Local Business Enterprise (LBE) with the City of Los Angeles are eligible to receive an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on LAWA contracts in excess of \$150,000. Please see the attached LBPP document for the program rules.

In order to be given the bid preference as a certified LBE, your **Local Business Certification – Affidavit of Eligibility** must be uploaded to LABAVN and approved by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance and listed on LABAVN as such *prior* to the bid due date in order to participate in the LBPP.

Certification as an LBE is valid for two years from the date of approval. Applicant firms must be re-certified on a bi-annual basis with the Office of Contract Compliance. For questions concerning the Local Business Preference Program, contact the Office of Contract Compliance at (213) 847-2684.

**TERMINATION OF CONTRACT**

**FOR CONVENIENCE:**

LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

**FOR CAUSE:**

LAWA may terminate this Contract for cause and without liability for damages as follows:

- A. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten

(10) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice. LAWA shall be the sole judge of the Contractor's contract performance.

- B. Unscrupulous or illegal conduct by the Contractor or its agents(s) affecting LAWA shall be grounds for immediate and unconditional termination of the contract, with or without further notice. LAWA shall be the sole judge of the Contractor's conduct and the effect of that conduct on LAWA.

Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property, including items of authority (badges, permits, etc., issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

**AWARD OF CONTRACT:**

Award of the contract will be made after investigation of the responsibility of the low bidder(s). The bid will be awarded to the lowest responsive and responsible bidder(s) meeting the requirements of the specifications as set forth.

**PAYMENT TERMS:**

Payment terms are Net 30 days, unless bidder grants the City a discount in the blank spaces after "Payment terms" on the bid signature section of the front page. These terms are considered for net bid award, for payment required by bidder within 25 days, minimum!

**SALES TAX:**

Do not include sales tax in your Bid. Sales Tax will be added at time of order.

**INVOICE INSTRUCTIONS**

Complete and explicit invoice instructions are outlined in Section 3.8 of the attached Specifications and also on the attached page entitled "Invoice Instructions".

**GENERAL CONDITIONS:**

The request for bid is subject to the attached **General Conditions**.

**ADMINISTRATIVE REQUIREMENTS:**

The attached Administrative Requirements, General Conditions and Invoice Instructions apply to this Bid. **Failure by the bidder to read, comply, fill out and return the Administrative Requirements with the bid response may render the bid non-responsive.**

**RIGHT TO REJECT BIDS:**

LAWA reserves the right to reject any and all bids; to waive any informality in such bids; to advertise for new bids; or to otherwise proceed to fulfill LAWA's needs.

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of LAWA, but the same shall be subject to acceptance by LAWA for a period of three (3) months.

LAWA reserves the right to reject a bid/proposal from any company, business, corporation, or individual who is indebted to LAWA.

**NOTE TO BIDDERS:**

Any communication regarding this Request for Bid must be addressed by email to Terri Sabosky at [tsabosky@lawa.org](mailto:tsabosky@lawa.org).

### **TABULATION OF BID RESULTS**

Bid results shall be tabulated, usually within one week of the due date of the bid, and posted for public inspection in the lobby of the Purchasing Section, at 7301 World Way West 4<sup>th</sup> Floor, Los Angeles, CA 90045. Bid results will not be communicated over the telephone or by fax.

Bidders, wishing to obtain bid results, may either:

- attend the public bids opening or
- submit with the bid response a written request referencing the bid number and a self-addressed stamped envelope or
- check the web site [www.labavn.org](http://www.labavn.org). If this is the first time, click on Free Registration and register, upon receiving emailed confirmation of registration, log-in name and password.

To access the bid response(s) tabulation, follow these steps:

Be sure to log on with your log on name and password. On the "Welcome to BAVN" screen, center area, look for "Contractual Opportunities", and click on "Search for all opportunities on BAVN". The next screen is "Search for Opportunities". Under "Select Status", select "Closed". Under "Select Department", select "Los Angeles World Airports". Under "Category", "Contract Type", "Interest (NAICS code) search according to your needs or select "All" for all three items. The next screen "Search Results" displays the current closed opportunities, 10 results at a time. Under the left most column "Opportunity", identify the bid in question and click on its description. The next screen relates to the selected bid. In the middle of the screen, under "Scope of Work Documents", click on "Recap.pdf". The next screen states "Download." - "Recap.pdf" "Download the document by right clicking the link below and selecting "Save Target As...". The next and final screen is the tabulation itself.

EXHIBIT A: COMPUTER HARDWARE WORKSHEET  
REVISED 6/14/13

VENDOR NAME: En Pointe Technologies Sales, Inc.

**INSTRUCTIONS:** This is a computer generated worksheet and should be completed on a computer. Bidders must provide prices based on mark up pricing by providing the Vendor's landed cost along with mark up percentages. If the cost of an item is zero or no cost or the % Mark Up is zero or no cost, bidders shall fill in the number 0 (zero) in the appropriate field. All fields must be filled in. Any fields left blank may render the bid non-responsive. Contractor shall provide new generations of equipment of the same types listed in Table 1 at the same % Mark Up values or lower. So, for example if the Contractor quotes the % Mark Up over Landed Cost for the HP Compaq 8300 Workstation as 3%, when HP comes out with the successor workstation for the Compaq 8300, LAWA shall have the right to purchase it at a 3% Mark Up over Landed Cost.

\* This spreadsheet will calculate automatically the mark-up landed unit price, the extended price and total bid price. Use the Excel spreadsheet on the website at [www.lawa.org](http://www.lawa.org) to complete your bid pricing. Save it on a CD, print a hard copy and submit it both the hard copy and the CD with your bid. Do not email.

Major items listed below are a sample of what may be purchased throughout the contract and LAWA should not be limited to the purchase of items and quantities listed. Information obtained will be used to compare costs between vendors. If an item is discontinued, please note "discontinued" on the item in the Exhibit and include a letter from the manufacturer or some other proof.

TABLE 2. IT EQUIPMENT WITH DISCOUNTS PER VENDOR

Item No.	Make/Model or Equivalent	Description	Quantity	Vendor's Landed Cost	% Mark Up	Mark Up Landed Unit Price	Extended Mark up Landed Price	Comments
1	HP Compaq 8300 Workstation (QV993AV)	OS: Windows 7 Professional 64-Bit (A2143AVWABA) CPU: Intel Core i5 3570 (3.4GHz) (QW437AV) RAM: 4GB (1 x 4 GB) - DDR3-1600 (QW539AV) Hard Drive: 500 GB 7200 RPM SATA 3.5 inch (QW483AV) Optical Drive: Super Multi DVD RW Drive (QW513AV) Video Card: Integrated Intel HD Graphics 2500 Network Card: Integrated Intel G2579LM GbE Chassis: Intel Q77 Express Chassis Keyboard: HP USB Standard Keyboard (B2188AVWABA) Mouse: HP USB 2-Button Optical Scroll Mouse (VLR06AV) Chassis: HP Compaq Elite 8300 CMT 90% High-Efficient Chassis (QW601AV) Packaging: Single Unit (CMT) Packaging (QV535AV) Display Adapter: HP DisplayPort to DVI-D Adapter (QW317AV) Warranty: 3/5/3 CMT Warranty (QW664AVWABA) Country: HP Compaq Elite 8300 Country Kit (requires a Quick Setup & Getting Started manual in English and a country-specific power cord) (QW671AVWABA)	1900	\$728.00	4.00%	\$757.12	\$1,438,528.00	Vendor's Landed Cost quoted matches exactly to HP part numbers requested. Alternative configuration using HP 3/3/3 CMT Warranty (part QW656AV) and HP 5yr NBD Onsite Care Pack (part U7899E) has vendor landed cost = \$703.
		OS: Windows 7 Professional 64 (QV571AVWABA) Chassis: HP Z420 600W 90% Efficient Chassis (QV152AV) CPU: Intel® Xeon® ES-1690 3.20GHz 12MB 1600 6C CPU (A21477AV) HP Z420 Localization Kit (QV556AVWABA) HP Processor Air Cooling Kit (A7E48AV) Video Card: NVIDIA Quadro 4000 3GB GDDR5 (QV144AV) RAM: 16GB DDR3-1600 ECC (4x4GB) RAM (QV257AV) Hard Drive: 1TB 7200 RPM SATA 3rd Hard Drive (QV190AV) Optical Drive: HP 16X SuperMulti DVD RW SATA 1st ODD (QV236AV) Keyboard: HP USB Standard Keyboard (QV234AVWABA) Mouse: HP USB Optical Scroll Mouse (QV218AV) Windows 7 64 Bit Factory Upgrade Recovery (QV248AV) HP Single Unit Packaging (QV243AV) Peripherals: HP Z420 600W 90% Efficient Chassis (QV152AV) Warranty: HP 3/3/3 Warranty (B2148AVWABA) Site Next Business Day Onsite, 5 years (U1669E) DisplayPort to DVI-D Adapter (R1975AA)	150	\$7,296.94	4.00%	\$7,588.82	\$1,138,322.64	
2	Lenovo Thinkpad T450s (2355CTO)	CPU: Intel Core i5-3320M Processor (3M Cache, up to 3.30 GHz) OS: Windows 7 Professional (64-bit)  Display: 14.0" HD+ (1600 x 900) LED Backlit Anti-Glare Display, Mobile Broadband Ready Graphics Card: Intel HD Graphics 4000 Memory: 4 GB DDR3 - 1600MHz (1 DIMM) Pointing Device: UltraNav multi-touch touchpad & TrackPoint with Fingerprint Reader Camera: 720p HD Camera Mic Hard Drive: 180GB Solid State Drive, SATA-6 UltraBay: DVD Recordable System Expansion Slots: Express Card Slot & 4 In 1 Card Reader & Smart Card Reader Battery: 6-Cell Lithium Battery 78Wh Power cord: 90W AC Adapter - US (2pin) Bluetooth: Bluetooth 4.0 with Antenna Integrated WiFi adapters: Intel Centrino Advanced-N 6205AGN Integrated mobile broadband: Mobile Broadband Upgradable Lenovo Thinkpad Basic Case - Top Loading -12.25 inch x 15.25 inch x 4.38 inch - Black (43R9113)	60	\$1,155.00	4.00%	\$1,184.56	\$70,974.80	

EXHIBIT A: COMPUTER HARDWARE WORKSHEET  
REVISED 6/14/13

VENDOR NAME: En Pointe Technologies Sales, Inc.

TABLE 1: IT EQUIPMENT WITH MANUFACTURER WARRANTY (continued)

Item No.	Make/Model or Equivalent	Description	Quantity	Vendor's Landed Cost	% Mark Up	Mark Up Landed Unit Price	Extended Mark up Landed Price
4	Lenovo Thinkpad x230 (2324CTQ)	Processor: Intel Core i5-3320M Processor (3M Cache, up to 3.30 GHz) Operating system: Windows 7 Professional (64 Bit) Display type: 12.5" HD (1366x768) LED Backlit Display, Mobile Broadband Ready, 2x2 Antenna System graphics: Intel HD 4000 Graphics Total Memory: 4 GB DDR3 - 1600MHz (1 DIMM) Keyboard: Keyboard - US English Fingerprint reader: UltraNav with FingerPrint Reader Camera: 720p HD Camera Hard drive: 320GB Hard Disk Drive, 7.25mm Wireless LAN adapter: 802.11 b/n/g Mobile media base: ThinkPad Series 3 UltraBase Battery: 6 Cell ThinkPad Battery X44A Power cord: 65W AC Adapter - US (2Pin) Lenovo ThinkPad Basic Case - Top Loading - 12.25 inch x 15.25 inch x 4.38 inch - Black (43R9113)	10	\$344.00	4.00%	\$361.76	\$3617.60
7	DL 580G7 4CPU 128GB CTO Server	(1) HP DL580G7 IE7 CTO Server (643086-B21) (1) U.S. - English localization (643086-B21 ABA) (1) HP E7-4830 DL580 G7 2P FIO Kit (643073-L21) (2) HP E7-4830 DL580 G7 Kit (643073-B21) (2) Factory Integrated (643073-B21 OD1) (4) HP DL580G7/M 8GB SDRAM Memory Cartridge (644272-B21) (4) Factory Integrated (644272-B21 OD1) (15) HP 8GB 2Rx4 PC3L-10600R-9 Kit (604506-B21) (16) Factory Integrated (604506-B21 OD1) (1) HP Slim 12.7mm SATA DVDRW Optical Kit (481043-B21) (1) Factory Integrated (481043-B21 OD1) (6) HP 300GB 6G SAS 10K 2.5in DP ENT HDD (507127-B21) (6) Factory Integrated (507127-B21 OD1) (1) HP 1G Flash Backed Cache (534562-B21) (1) Factory Integrated (534562-B21 OD1) (1) HP 82Q 8Gb Dual Port PCI-e FC HBA (A1764A) (1) Factory Integrated (A1764A OD1) (1) HP NC375T PCIe 4Pc GigaBit Server (538696-B21) (1) Factory Integrated (538696-B21 OD1) (4) HP 1200W CS Plat Ht Pkg Pwr Supply Kit (578822-B21) (4) Factory Integrated (578822-B21 OD1) (1) HP PL Foundation Pk Single Rel FIO SW (534536-B21) (1) HP 5y 4h 24x7 HW Support (HA104AS) (1) ProLiant Server DL580c HW Supp (HA104AS - 785) (1) HP Insight Control ML/DL/BL Bundle E-1TU (CR935AAE) (1) HP 5y 24x7 SW Support (HA107AS) (1) HP IC ML-DL-BL SW Supp (HA107AS 4YD)	5	\$19,879.47	5.00%	\$20,872.85	\$104,364.25
9	DL 580G7 4-CPU 4GB CTO Server	(1) HP DL580c Gen8 8-SFF CTO Server (654081-B21) (1) U.S. - English localization (654081-B21 ABA) (1) HP DL580c Gen8 ES-2503 FIO Kit (654780-L21) (1) HP 4GB 1Rx4 PC3L-10600R-9 Kit (647893-B21) (1) Factory Integrated (647893-B21 OD1) (2) HP 300GB 6G SAS 10K 2.5in SC ENT HDD (652564-B21) (2) Factory Integrated (652564-B21 OD1) (1) HP 9.5mm SATA DVD RW Jb Kit (652241-B21) (1) Factory Integrated (652241-B21 OD1) (1) HP Ethernet 1GbE 4P S31FLR FIO Adptr (654208-B21) (1) HP 1GB FBWC for P-Series Smart Array (651679-B21) (1) Factory Integrated (651679-B21 OD1) (2) HP 1U SFF BB Gen8 Rail Kit (663201-B21) (2) Factory Integrated (663201-B21 OD1) (2) HP 450W CS Plat Ht Pkg Pwr Supply Kit (658862-B21) (2) Factory Integrated (658862-B21 OD1) (1) HP 5y 4h 24x7 HW Support (HA104AS)	5	\$4,963.61	3.00%	\$5,117.51	\$25,587.55

Revised 6/20/13



EXHIBIT A: COMPUTER HARDWARE WORKSHEET  
 REVISED 6/24/13

VENDOR NAME: En Pointa Technologies Sales, Inc.

TABLE 1: IT EQUIPMENT WITH MANUFACTURER WARRANTY (continued)

Item No.	Make/Model or Equivalent	Description	Quantity	Vendor's Landed Cost	% Mark Up	Mark Up Landed Unit Price	Extended Mark up Landed Price
8.	DL380Gen8 1-CPU 16GB CTO Server	(1) HP DL380p Gen8 8-SFF CTO Server (653200-B21) (1) U.S. - English localization (653200-B21 ABA) (1) HP DL380p Gen8 ES-2630 FIO Kit (662248-121) (1) HP 4GB 3Rw4 PC3-12800R-11 Kit (647895-B21) (4) Factory Integrated (647895-B21 OD1) (2) HP 146GB 6G SAS 15K 2.5in SC ENT HDD (652605-B21) (2) Factory Integrated (652605-B21 OD1) (2) HP 300GB 6G SAS 10K 2.5in SC ENT HDD (652564-B21) (2) Factory Integrated (652564-B21 OD1) (1) HP 12.7mm SATA DVD RW Jb Kit (652235-B21) (1) Factory Integrated (652235-B21 OD1) (1) HP Ethernet 1GbE 4P 331FLR FIO Adptr (684208-B21) (1) HP 1GB FBWC for P-Series Smart Array (631679-B21) (1) Factory Integrated (631679-B21 OD1) (1) HP 2U SFF 88 Gen8 Rail Kit (720863-B21) (1) Factory Integrated (720863-B21 OD1) (2) HP 460W CS Plat Pl. Ht. Pkg Pwr Supply Kit (656362-B21) (2) Factory Integrated (656362-B21 OD1) (1) HP 4h 24x7 HW Support (HA104A5) (1) HP ProLiant DL380(p) HW Support (HA104A5 7G3) (1) HP Insight Control ML/DT/BL Bundle E-LTU (C6N36AAE) (1) HP 24x7 SW Support (HA107A5) (1) HP IC ML-DL-BL SW Sup (HA107A5 4YD)	5	\$6,508.15	3.00%	\$6,704.42	\$33,522.12
10	DL380Gen8 2-CPU 32GB CTO Server	(1) HP DL380p Gen8 8-SFF CTO Server (653200-B21) (1) U.S. - English localization (653200-B21 ABA) (1) HP DL380p Gen8 ES-2660 FIO Kit (662242-121) (1) HP DL380p Gen8 ES-2550 KIt (662242-B21) (1) Factory Integrated (662242-B21 OD1) (8) HP 4GB 3Rw4 PC3-12800R-11 Kit (647895-B21) (8) Factory Integrated (647895-B21 OD1) (2) HP 146GB 6G SAS 15K 2.5in SC ENT HDD (652605-B21) (2) Factory Integrated (652605-B21 OD1) (2) HP 300GB 6G SAS 10K 2.5in SC ENT HDD (652564-B21) (2) Factory Integrated (652564-B21 OD1) (1) HP 12.7mm SATA DVD RW Jb Kit (652235-B21) (1) Factory Integrated (652235-B21 OD1) (1) HP Ethernet 1GbE 4P 331FLR FIO Adptr (684208-B21) (1) HP 1GB FBWC for P-Series Smart Array (631679-B21) (1) Factory Integrated (631679-B21 OD1) (1) HP 2U SFF 88 Gen8 Rail Kit (720863-B21) (1) Factory Integrated (720863-B21 OD1) (2) HP 460W CS Plat Pl. Ht. Pkg Pwr Supply Kit (656362-B21) (2) Factory Integrated (656362-B21 OD1) (1) HP 4h 24x7 HW Support (HA104A5) (1) HP ProLiant DL380(p) HW Support (HA104A5 7G3) (1) HP Insight Control ML/DT/BL Bundle E-LTU (C6N36AAE) (1) HP 24x7 SW Support (HA107A5) (1) HP IC ML-DL-BL SW Sup (HA107A5 4YD)	5	\$8,608.92	3.00%	\$8,865.18	\$44,325.64
	67000 Plat/Int Enclosure	(1) HP BLc7000 CTO 3-IN LCD Plat Enclosure (681864-B21) (2) HP BLc VC-FC 8Gb 24-Port Opt Kit (466482-B21) (2) Factory Integrated (466482-B21 OD1) (1) HP VC Flex-1n/10D Ent Ed for BLc7000-Port (662048-B21) (1) Factory Integrated (662048-B21 OD1) (6) HP 8Gb Short Wave B-Series SFP+ 1 Pack (A1716B) (6) Factory Integrated (A1716B OD1) (1) HP EX 240W Gold Ht. Pkg Pwr Supr Kit (517521-B21) (1) HP BLc7000 DR22 Ent Mgmt Option (456204-B21) (1) Factory Integrated (456204-B21 OD1) (1) HP BLc YPH Intelligent Power Mod FIO Opt (677595-B21) (1) HP BLc EX Active Cool 200 FIO Fan Opt (DL7520-B21)	2	\$58,376.86	3.00%	\$60,130.28	\$120,260.48

EXHIBIT A: COMPUTER HARDWARE WORKSHEET  
 REVISED 8/24/13

VENDOR NAME: En Pointe Technologies Sales, Inc.

	Support	(2) HP Blc SFP+ 9m 10GbE Copper Cable (487655-B21) (1) HP SY 4 hr 24x7 Proactive Care SVC (H1K92A5) (1) c7000 Enclosure HW Supp (H1K92A5 7FX) (1) HP VCEM BL-c7000 SW Support (H1K92A5 7X8) (1) HP Insight Control End Bundle 16 E-LTU (TC277AA6) (1) HP SY 4 hr 24x7 Proactive Care SVC (H1K92A5) (1) HP ICBL 16-Svr SW Support (H1K92A5 4YN) (1) HP Installation Service (HA113A1) (1) HP BladeSystem c7000 (Instal SVC (PA113A1 5F) (1) HP Technical Installation Startup SVC (HA12AA1) (1) HP Startup BladSys c7000 End Ntwk SVC (HA124A1 56H) (2) HP 24A HV Core Only Corded PDU (257689-D74)					
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EXHIBIT A: COMPUTER HARDWARE WORKSHEET  
REVISED 6/24/13

VENDOR NAME: En Pointe Technologies Sales, Inc.

TABLE 1: IT EQUIPMENT WITH MANUFACTURER WARRANTY (continued)

Item No.	Make/Model or Equivalent	Description	Quantity	Vendor's Landed Cost	% Mark Up	Mark Up Landed Unit Price	Extended Mark up Landed Price
12	BL460Gen8 server for above Enclosure with Proactive Care Support	(1) HP BL460c Gen8 10Gb FLB CTO Blade (641016-B21) (1) Factory Integrated (641016-B21 OD1) (1) HP BL460c Gen8 ES-2670 HO Kit (662064-121) (1) HP BL460c Gen8 ES-2670 Kit (662064-B21) (1) Factory Integrated (662064-B21 OD1) (8) HP 8GB 2Rx4 PC3-12800R-11 Kit (690802-B21) (8) Factory Integrated (690802-B21 OD1) (2) HP 300GB 6G SAS 10K 2.5in SC ENT HDD (652564-B24) (2) Factory Integrated (652564-B24 OD1) (1) HP FlexFabric 10Gb 2P 554FLB FIO Adptr (684212-B21) (1) HP CMH2572 8Gb FC HBA (651281-B21) (1) Factory Integrated (651281-B21 OD1) (1) HP 5Y 4 hr 24x7 Proactive Care SVC (H1K92A5) (1) HP BL460c Svr Bld HW Support (H1K92A5 7X5)	24	\$8,632.97	0.00%	\$8,632.96	\$213,407.02
13	HP TFT7600 G2 KVM Console	HP TFT7600 G2 KVM Console Rackmount Keyboard US Monitor (AZ870A)	15	\$1,172.31	3.00%	\$1,207.48	\$18,112.19
14	HP IP Console Switches G2 with Virtual Media - 8 port (MFG Part# AF620A)	HP IP Console Switches G2 with Virtual Media - 8 port (MFG Part# AF620A)	15	\$1,241.81	3.00%	\$1,278.55	\$19,178.24
15	HP KVM CAT5 1-Pack USB Interface Adapter - (MFG#336047-B21)	HP KVM CAT5 1-Pack USB Interface Adapter - (MFG#336047-B21)	100	\$68.31	3.00%	\$70.25	\$7,025.93
16	Quantum Disk Tape Backup	(6) Quantum P-Series Scalar 1500 IBM LTO6 Tape Drive Part# 1500HJTD1-160K (8) Quantum ACS3 7.5mm Optical MMF Cable LCLC 50 Micron Part# 3-03893-01 (1) Quantum Services Scalar Library Tape Drive Installation Part# SSCB-NTDF-0121 (24) Quantum Media and Tapes Part# MR-L5M0N-8C (10) Quantum Media and Tapes LTO Custom Label Cln Cart Part# MR-LUCQN-8C	1	\$117,221.93	3.00%	\$117,221.93	\$117,221.93
17	EMC VNX5700	(1) VNX S5/75 15X3.5 6GB SAS PRIMARY DAE F Part# VNXGSDAE15PF (1) VNX S7/75 1.2KW SPS 15/25 DRV VLT DAE-M R Part# VNXSPS1KWM (13) VNX 15X3.5 IN 6GB SAS EXP DAE-FLD INST Part# VNXGSDAR15F (1) VNX 2ND CONTROL STATION-MINI RACK Part# VNXCS2M (1) VNX CONTROL STATION-MINIRACK Part# VNXCSM1 (2) VNX 1GBASE-T DM MODULE 4 PORT Part# VDMM1GCUA (1) VNX5700 DME: 2 DATA MOVER+FC SLIC-M R Part# VNXG700MEM (53) 600GB 15K 520BPS 6GB SAS 3.5 CARRIER Part# VX-VS15-600 (1) 3.5 600G 15K VAULT PCK 6ESDAE/DPE Part# VAX-VS1560 (141) 2TB 7200RPM 6GB SAS 3.5 CARRIER Part# VV-VS07-020 (5) 200GB FAST CACHE FLASH-15X3.5 DPE/DAE Part# FLVXV56F-200 (1) VNX MINI RCK CBL KIT FOR SPE+2 DM&1 CS Part# VNXDMCBL132 (1) DOCUMENTATION KIT FOR VNX5700 Part# VNX57-KIT (1) VNX BLK & FILE OE INVO Part# VNXOE32 (1) VNX5700 SPE 4X6G SAS BE-MINI RACK Part# VNX5700SPEM (2) VNX 4 PORT 8G FC IO MODULE PAIR Part# VSPM8GFTEA (1) EMC SECURE REMOTE SUPPORT GATEWAY CLIENT Part# ESR5-GW-200 (1) REPAIR/REPLACEMENT PARTS FOR VNX5700 (30 DAY) Part# VNX5700-30D (1) Repair Hour Manager: VNX5700 Part# 456-005-711 (1) UNISPHERE FOR UNIFIED FOR A VNX5700 Part# UNIU-V57 (1) BASE FILE LICENSE (CIFS&FTP) FOR VNX5700 Part# BASEF-V57 (1) ADV FILE LICENSE (NFS, MPFS&PNFS) FOR VNX5700 Part# ADVF-V57 (1) TOTAL EFFICIENTLY PACK FOR VNX5700 Part# EPAK-V57 (1) VNX OE LICENSE MODEL FOR VNX5700 Part# VNXOE-57 (282) VNX OE PER TB HI CAP-VNX5500-5700/7500 Part# VNXOECAPT8 (54) VNX OE PER TB PER FOR VNX5500-5700/7500 Part# VNXOEPERAPT8 (1) ZERO DOLLAR ESR5 INSTALL Part# PSINST-ESR5 (2) FAST IMPLEMENT Part# PS-PKG-IMFSU (1) VNX - SNAPVIEW SNAPSURE IMPLEMENT Part# PS-PKG-IMLPU (1) VNX - MIRRORVIEW REPLICATOR IMP Part# PS-PKG-IMRPU	1	\$620,459.81	4.00%	\$645,278.20	\$645,278.20

Revised 07/13/2013

UNIVERSITY OF CALIFORNIA COMPUTER HARDWARE WORKSHEET  
 REVISED 6/14/13

VENDOR NAME: En Pointe Technologies Sales, Inc.

	(1) SECURITY & COMP IMPLEMENT PKG -VNX Part# PS-PKG-IMSCU						
	(1) VNX - BASIC INSTALL/IMPLEMENT Part# PS-PKG-MRUD						
	(6) RACK & STACK OF UPTO 2 DAE Part# PS-BAS-ADDAE						
	(1) 4 HOST BLOCK IMPLEMENTATION Part# PS-BAS-IM4HBK						
	(1) PREMIUM HARDWARE SUPPORT Part# M-PREHW-001						
	Includes months 37-60						
	(1) PREMIUM SOFTWARE SUPPORT Part# M-PRESW-001						
	(1) PREMIUM SOFTWARE SUPPORT - PLATFORM/EUM Part# M-PRESW-011						
	(1) PREMIUM HARDWARE SUPPORT - WARR UPG Part# WU-PREHW-001						

VENDOR NAME: En Pointe Technologies Sales, Inc.

TABLE 1: IT EQUIPMENT WITH MANUFACTURER WARRANTY (continued)

Item No.	Make/Model or Equivalent	Description	Quantity	Vendor's Landed Cost	% Mark Up	Mark Up Landed Unit Price	Extended Mark up Landed Price
27	Cisco UCS	(1) UCS 5108 Blade Svr AC Chassis/ PSU/8 fans/0 160Gb expander (N20-C6508-UPG)	3	\$77,998.75	4.00%	\$81,119.80	\$249,350.50
		(3) UCS B230 M2 and M1 7mm SSD blanking panel (N20-BB4KD-7MM)					
		(2) 2.26 GHz E7-2860 130W 10C / 24M Cache UCS-CPU-E72860					
		(8) 2X16GB NBS DDR3-1333-MHz RDIMM/PC3-10600/quad rank/x4/1.35v (UCS-MR-2X164RX-D)					
		(1) Cisco UCS VIC 1240 dual 40Gb capable Virtual Interface Card (UCS-VIC-M62-EP)					
		(2) UCS B230 M2 and M1 7mm SSD blanking panel (N20-BB4KD-7MM)					
		(2) CPU heat sink for UCS B230 Blade Server (N20-9HTSB)					
		(16) Mem kit for UCS-MR-2X164RX-D (UCS-MKT-164RX-D)					
		(2) UCS 2208XP I/O Module (8 External 32 Internal 10Gb Ports) (UCS-IOM-2208XP)					
		(4) 2500W Platinum AC Hot Plug Power Supply for UCS 5108 Chassis (UCSB-PSU-2500ACP)					
		(4) Cabinet Jumper Power Cord 250 VAC 16A C20-C19 Connectors (CAB-C19-CBN)					
		(1) UCS Blade Server Chassis FW Package 2.1 (N20-FW011)					
		(1) Single phase AC power module for UCS 5108 (N01-UAC1)					
		(1) Accessory kit for UCS 5108 Blade Server Chassis (N20-CAK)					
		(7) Blade slot blanking panel for UCS 5108/single slot (N20-CBLK01)					
		(8) Fan module for UCS 5108 (N20-FAN5)					
		(1) UCS SP B200 VALUE BDL 2x6248 1xCH 4x8200w/2xE52650 128GB (UCS-SP-EV-B200)					
		(4) (Not a standalone SKU) B200M3 w/2xE5-2650/128GB/1240 VIC (UCS-SP-ENTV-B200M)					
		(8) UCS 2.5 inch HDD blanking panel (N20-BLKD)					
		(8) 2.00 GHz E5-2650/95W 8C/20MB Cache/DDR3 1600MHz (UCS-CPU-E5-2650)					
		(64) 8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v (UCS-MR-1X082RY-A)					
		(8) CPU Heat Sink for UCS B200 M3 and B420 M3 (UCSB-HS-01-EP)					
		(4) Cisco UCS VIC 1240 modular LOM for M3 blade servers (UCSB-MLOM-40G-01)					
		(1) UCS SP BASE 5108 Blade Svr AC Chassis (UCS-SP-INFRA-CH5)					
		(1) Single phase AC power module for UCS 5108 (N01-UAC1)					
		(1) Accessory kit for UCS 5108 Blade Server Chassis (N20-CAK)					
		(8) Blade slot blanking panel for UCS 5108/single slot (N20-CBLK01)					
		(8) Fan module for UCS 5108 (N20-FAN5)					
		(1) UCS Blade Server Chassis FW Package 2.1 (N20-FW011)					
		(2) UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports) (UCS-IOM-2208XP)					
		(4) 2500W Platinum AC Hot Plug Power Supply for UCS 5108 Chassis (UCSB-PSU-2500ACP)					
		(4) Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors (CAB-C19-CBN)					
		(2) UCS 6248 FI w/ 12p UC Cables Bundle (UCS-SP-INFRA-FI)					
		(12) 8 Gbps Fibre Channel SW SFP+, LC (DS-SFP-FC8G-SW)					
		(4) 10GBASE-SR SFP+ Module (SFP-10G-SR)					
		(8) 10GBASE-CU SFP+ Cable 3 Meter (SFP-H10GB-CU3M-A)					
		(2) UCS 6248UP Chassis Accessory Kit (UCS-ACC-6248UP)					
		(2) UCS 6200 Series Expansion Module Blank (UCS-BLKE-6200)					
		(4) UCS 6248UP Fan Module (UCS-FAN-6248UP)					
		(2) UCS 6248 Layer 2 Daughter Card (UCS-FL-DL2)					
		(4) UCS 6248UP Power Supply 100-240VAC (UCS-PSU-6248UP-AC)					
		(4) Power Cord, 125VAC 13A NEMA 5-15 Plug, North America (CAB-9K12A-NA)					
(2) UCS Manager v2.1 (N10-MGT011)							
(2) UCS SP B200 VALUE EXP PAK w/ 2xE52650 128GB (UCS-EZ-ENTV-B200M3)							
(4) UCS 2.5 inch HDD blanking panel (N20-BLKD)							
(4) 2.00 GHz E5-2650/95W 8C/20MB Cache/DDR3 1600MHz (UCS-CPU-E5-2650)							
(32) 8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v (UCS-MR-1X082RY-A)							
(4) CPU Heat Sink for UCS B200 M3 and B420 M3 (UCSB-HS-01-EP)							
(2) Cisco UCS VIC 1240 modular LOM for M3 blade servers (UCSB-MLOM-40G-01)							
(2) Cisco UCS Port Expander Card (mezz) for VIC 1240, modular LOM (UCSB-MLOM-PT-01)							
(12 months) SMARTNET 24X7X4 5108 Blade Server Chassis (CON-SNTP-2C6508)							
(12 months) SMARTNET 24X7X4 UCS B230 M2 Blade Server w/o CPU memory (CON-SNTP-B230M2D)							
(12 months) SMARTNET 24X7X4 Smart Plug B200 M3 Server (CON-SNTP-SPTV200)							

Revised 6/14/2013

06114-029 04/14



EXHIBIT A: COMPUTER HARDWARE WORKSHEET  
REVISED 6/14/13

VENDOR NAME: En Pointe Technologies Sales, Inc.

TABLE 1: IT EQUIPMENT WITH MANUFACTURER WARRANTY (continued)

Item No.	Make/Model or Equivalent	Description	Quantity	Vendor's Landed Cost	% Mark Up	Mark Up Landed Unit Price	Extended Mark up Landed Price	
28	Brocade 6510 (Fiber Switch)	24P, 16Gb, SWL SFPs, BR, AC, PortSide Exhaust Air Flow (BR-6510-24-16G-R)	6	\$12,413.71	4.00%	\$12,910.26	\$77,461.55	
29	Brocade SFP XBR-MIDR12POD-16G	S/W, 12 Port-On-Demand, with 12 BR 16G SWL SFPs (XBR-MIDR12POD-16G)	12	\$7,523.84	4.00%	\$7,824.84	\$93,898.02	
30	Netapp 15K 600GB FC Drives	(1) Rackmount Kit, 4N2, DS14, R6 (X5515A-R6) (2) Power Cable North America, R6 (X800E-R6) (2) Cable, Shelf to Shelf, 0.5m, FC (X6550-R6) DS14MK4SHLF, AC, 14x600GB, 15K, 5.5m, v2S, R5 (X64015AES14-QS-R5)	1	\$38,681.89	4.00%	\$40,226.05	\$40,226.05	Per NetApp, the DS14 is no longer available. Please see attached notification from NetApp website.
31	Netapp DS4243 Shelf with 1TB SATA drives	(4) Cable, SAS Cntr-Shelf/Shelf-Shelf/HA, 2m (X6558-R6) (1) Cable, Ethernet, 0.5m RJ45 CAT6 (X6560-R6) (2) Cable, Ethernet, 2m RJ45 CAT6 (X6561-R6) (2) Power Cable North America, R6 (X800E-R6) (1) Rackmount Kit, 4-Post, Universal, R6 (X5526A-R6) (1) DSK SHUF, 24x1.0TB, 7.2K, QS (DS4243-0724-24A-QS-R5)	1	\$28,379.70	4.00%	\$29,514.89	\$29,514.89	
32	NEC Multisync EA192M (19")	NEC Multisync EA192M (19")	310	\$198.87	3.00%	\$204.84	\$43,015.58	
33	NEC EQ231W-BK (23")	NEC EQ231W-BK (23")	180	\$217.52	3.00%	\$224.05	\$40,328.21	
34	NEC EA273WM-BK (27")	NEC EA273WM-BK (27")	20	\$388.43	3.00%	\$400.08	\$8,001.66	
35	ViewSonic VT2405LED	ViewSonic VT2405LED 24" HDTV	2	\$258.88	3.00%	\$266.65	\$533.29	
36	ViewSonic Projector PJ06235	ViewSonic Projector PJ06235 Resolution 1024x768 XGA, Lens 1.3x manual zoom and focus, Projection size 24" to 309", 3,000 Lumens.	4	\$430.48	3.00%	\$443.39	\$2,600.57	
37	HP Color LaserJet Printer CP6015XH (MFG# Q3934A) Warranty # (U1187PE)	HP Color LaserJet CP6015XH, 40 PPM, 5 paper trays, duplex printing, Warranty 3-yr 4 hour response 9x5 Onsite Support	5	\$6,285.36	3.00%	\$6,473.92	\$32,369.60	
38	HP Color LaserJet Enterprise Printer CP5525dn (MFG# CE708A) Warranty # (UV276E)	HP Color LaserJet Enterprise 5525dn 30ppm, 1 GB RAM, 800MHz, 3 paper trays, duplex printing, 11.7lbs, Warranty 3-yr 4 hour 13x5 Onsite Support	5	\$8,780.14	3.00%	\$9,039.54	\$45,467.72	
39	HP LaserJet Printer 9050dn (MFG# Q3728A) Warranty # (H7696E)	HP LaserJet 9050dn 50ppm, 128 to 512 MB RAM, 533 MHz, 3 paper trays, 168lb, Warranty 3-yr 4 hour 13x5 Onsite support	5	\$4,777.62	3.00%	\$4,920.95	\$24,604.74	
40	HP LaserJet Printer 9050dn (MFG# Q3728A) Warranty # (H7696E)	HP LaserJet 9050dn 50ppm, 128 to 512 MB RAM, 533 MHz, 3 paper trays, 168lb, Warranty 3-yr 4 hour 13x5 Onsite support	5	\$4,777.62	3.00%	\$4,920.95	\$24,604.74	
41	HP DesignJet T1300 (MFG# CR652A) Warranty # (HPS78E)	HP DesignJet T1300 44-in PostScript ePrinter, 32GB Memory, 160GB Hard Disk, Warranty 3-yr 4 hour 13x5 Hardware Support, Warranty 3-yr Next Business Day Onsite Hardware Support	1	\$7,318.77	1.00%	\$7,318.94	\$7,318.94	
42	HP Officejet 4620 e-All-In-One Printer (MFG# CZ152A) Warranty # (U2327E)	HP Officejet 4620 e-All-In-One Printer Up to 4800 x 1200 dpi, 1200 x 1200 Input dpi Scanner, Optical: Up to 1200 dpi, Fax: 4 sec per page Copier: Color: Up to 6 cpm Black: Up to 5.5 cpm HP 3 year Care Pack w/Next Day Exchange for Officejet Printers	10	\$110.32	3.00%	\$113.65	\$1,136.50	
42a	Cisco Catalyst 6500	Cisco Catalyst 9850 24 Port PoE IP Base (WS-C9850-24P-S)	10	\$4,015.00	4.00%	\$4,175.60	\$41,756.00	
42b	Cisco Catalyst 6500	Catalyst 6500 8 Port 10G SFP Baseboard (WS-X6508-10G)	2	\$22,802.00	4.00%	\$23,714.08	\$47,428.16	
42c	Cisco 10GBASE-LR X2 Module	10GBASE-LR X2 Module (X2-10GB-LR= )	10	\$2,200.00	4.00%	\$2,288.00	\$22,880.00	
42d	Cisco Catalyst 3850	Cisco Catalyst 3850 48 Port Full PoE IP Base (WS-C3850-48P-S)	15	\$7,700.00	4.00%	\$8,002.00	\$120,030.00	
44	HP iLO Advanced server license	HP iLO Advanced 1 Server License with 1yr 24x7 Technical Support and Updates - Electronic	90	\$267.23	3.00%	\$275.35	\$24,781.49	
46	EMC Celerra NS-480 CIFS License	EMC Celerra NS-480 CIFS License	2	\$7,118.43	4.00%	\$7,404.21	\$14,808.41	
47	HP Flash Cache	Flashcache 512GB PCIe Module for FAS3170A (X1971A-R5) for FAS3170A	1	\$25,357.50	4.00%	\$26,371.80	\$52,743.60	

VENDOR NAME: En Pointe Technologies Sales, Inc.

**INSTRUCTIONS:** Please provide unit price for computer hardware warranty/maintenance on the models listed below. Bidders should quote a manufacturer's post warranty maintenance pricing. However, some of the systems are still covered by the manufacturer's standard warranty. Please provide supporting document for each product that shows manufacturer's price quote and all components that will be covered under hardware maintenance. \* This spreadsheet will calculate automatically the mark-up landed unit price, the extended price and total bid price. Use the Excel spreadsheet on the website at www.labavn.org to complete your bid pricing. Save it on a CD, print a hard copy and submit both the hard copy and the CD with your bid. Do not email.

**Note:** This list will only be used for price comparisons and does not limit LAWA in obtaining other computer hardware maintenance in any way. Service levels listed below may not be the actual service level needed, but will be used for price comparison only.

TABLE 2: MANUFACTURER-BASED EXTENDED WARRANTY/MAINTENANCE SERVICES

Quantity	Manufacturer	Model/Description	Serial Number	Annual Maintenance Price	% Mark Up	Extended Mark up Landed Price
2	BROCADE	4900 SWITCH - SVS-RNDP	UCDS0015860	\$0.00	4.00%	\$0.00
3	BROCADE	B20 SWITCH - SVS-NDP	ALJd641E00A	\$421.28	4.00%	\$438.13
4	BROCADE	DCX-4S - SVS-4OS	ANN25186014	\$10,891.49	4.00%	\$11,431.15
8	NETAPP	FAS3170 -CS-A2-4R Support Edge Standard part replace 4 hrs- post warranty FAS3170,OS,-C,R5 Qty 1 Nearstore Software,T5,-C Qty 1 SnapMirror Software,T5,-C Qty 1 SnapRestore Software,T5,-C Qty 1 CIFS Software,T5,-C Qty 1 FCP Software,T5,-C Qty 1 iSCSI Software,T5,-C Qty 1 A-SIS Deduplication Software,T5,-C Qty 1 NFS Software,T5,-C Qty 1 DS14MK2 SHLF,14.0TB SATA,-C,R5 Qty 4	70000028569	\$37,419.51	4.00%	\$38,916.29
9	NETAPP	FAS3170A -CS-02-4HR- Support Edge Premium 4 HR onsite post warranty FAS3170A,B,ACT- ACT,OS,-C, Qty 2 CPD Software,B,T5C,-C Qty 2 NFS Software,T5C,-C Qty 2 iSCSI Software,T5C,-C.2 Qty 2 SnapMirror Software,T5C,-C Qty 2 SnapRestore Software,T5C,-C Qty 2 FCP Software,T5C,-C.2 Qty 2 FlexClone Software,T5C,-C Qty 2 MultiStore Software,T5C,-C Qty 2 NearStore Software,T5C,-C Qty 2 A-SIS Deduplication Software,T5C,-C.2Qty 2 CIFS Software,T5C,-C Qty 2 DS14MK2 SHLF,14.0TB SATA,-C,R5 Qty 6 DS14MK4 SHLF,ACPS,14x500GB,15K,HDD,ESH4,-C,R5 Qty 1	70000028357, 70000028369	\$70,859.14	4.00%	\$73,693.51
10	HP	DL360 G6 2X2.53GHz XEON E5540; product# 484184-B21; SKU #HC531PE; 4hr 24x7 hardware support	USE920N38J	\$415.88	3.00%	\$428.36
11	HP	DL580 G5 4X2.4GHz XEON E7350; product# 452291-B21; SKUNUR439PE; 4hr 24x7 hardware support	USE920N38S	\$1,016.76	3.00%	\$1,047.26
12	HP	BladeSystem c7000 Enclosure; product#507019-B21; SKUMUE491PE; 4hr 24x7 hardware support	USE920N38C	\$725.72	3.00%	\$746.48
13	HP	ProLiant BL460c G6 Server Blade; product#507884-B21; SKUBU044PE; 4hr 24x7 hardware support	USE920N38D	\$492.90	3.00%	\$507.67
14	EMC	Premium Hardware Support Part # 9079148- Celerra NS-480 -NS-480-Aux; (12) NS-4G15-600; (3)NS-4G15-600NSV-NS4-14615C- NS4-4PDAE; NS480-CS; AUX-M46F-FE-A	APM00101100821	\$1,689.81	4.00%	\$1,757.40
15	EMC	Premium Hardware Support Part # 9079148 - NS-480 INT-2DM-6GB-4 CU GIGE PORTS (NS482-A	APM00102201919	\$64,887.02	4.00%	\$67,482.50
16	EMC	Premium Software Support- Part # 12917094 - SNAPVIEW FOR CX4-480 (SV4-480)	04SEB0429A00376	\$3,332.45	4.00%	\$3,465.75
17	EMC	Premium Software Support-Part# 12917094- SAN COPY FOR CX4-480 (SC4-480)	04SFB0429A00131	\$5,889.24	4.00%	\$6,124.81
18	EMC	Premium Software Support-Part# 12917094- NS-480 NATIVE BLOCK ENBL UP TO 480 DRVS (NS480-NBOPT-L)		\$1,680.59	4.00%	\$1,747.81

Per Brocade, this serial number is covered through its end of support date. Please see attached e-mail from Brocade.

EXHIBIT A: COMPUTER HARDWARE WORKSHEET  
 REVISED 6/14/13

VENDOR NAME: En Pointe Technologies Sales, Inc.

49	EMC BAS-CENLK	PS-	EMC Customer Engineer - 4-hour block	5	\$6,703.97	4.00%	\$8,972.13	\$34,850.64	
50	EMC BAS-SABLK	PS-	EMC Solution Architecture - 4-hour block	5	\$7,813.43	4.00%	\$8,125.57	\$40,629.84	
51	EMC BAS-IDECLK	PS*	EMC Implementation Delivery Engineer - 4-hour block	5	\$4,045.99	4.00%	\$4,207.83	\$21,039.15	
				TOTALS			\$1,167,511.45	\$4,425,882.17	

EXHIBIT A: COMPUTER HARDWARE AND SOFTWARE  
REVISED 6/14/13

VENDOR NAME: En Pointe Technologies Sales, LLC

19	EMC	Premium Software Support - Part # 12917094- CELERRA NS-480 CIFS LICENSE (NS480-CIFS-L)		\$933.66	4.00%	\$971.01	
20	EMC	Premium Software Support - Part# 12917094- NAVI MANAGER LICENSE NS-480 240 DRIVES (NAV-NS480)	0SR0AAD10001049	\$2,398.02	4.00%	\$2,489.54	
21	EMC	Premium Software Support - Part # 12917094- VIRTUAL PROVISIONING FOR THE CX4-480 (VP4-480)	04SLB0429A00080	\$0.00	4.00%	\$0.00	EMC Support is free for this item
22	EMC	ENHANCED SYSTEM SUPPORT (DD) for Data Domain DD660-12TB SYSTEM NFS,CIFS (12 mo)	0F46607733	\$6,582.86	4.00%	\$6,846.17	
23	EMC	ENHANCED SYSTEM SUPPORT (DD) for Data Domain Option C-E8-DC, ES20 8TB STORSHELF DUALCTRL (12 mo)	S81U9524084608YCL	\$1,772.34	4.00%	\$1,843.20	
				<b>Total:</b>		<b>\$211,296.04</b>	



# Computer Equipment Bid Specifications

## 1. Introduction

The Information Management and Technology Group (IMTG) of the Los Angeles World Airports (LAWA) is requesting bids from qualified computer Contractors to procure IT equipment and supplies with or without related software, and manufacturer warranty/maintenance and other services at competitive prices. IT equipment and supplies include, but are not limited to: workstations, printers, plotters, storage systems, appliances, servers, Local Area Network (LAN) equipment, Wide Area Network Equipment, IT Security Equipment, appliances, storage systems, software or firmware for purchased hardware, and peripherals necessary for integration into LAWA's IT environment.

LAWA is a proprietary department of the City of Los Angeles and currently operates three airports - Los Angeles International Airport (LAX), Los Angeles/Ontario International Airport (LA/ONT) and Van Nuys General Aviation Airport (VNY). Within LAWA, the Information Management and Technology Group (IMTG) is in-charge of managing all of the IT operations along with the maintenance and procurement of computer hardware. IMTG manages over 1,800 workstations, and over 200 servers with the majority of the computer hardware located at LAX. IMTG - IT Infrastructure Division staff will be the main point of contact for this contract.

LAWA reserves the right to withdraw the request for bids or not to award contract on any or all parts of this bid at any time. LAWA intends to award to a single Contractor. The proposed length of the contract is three years.

## 2. Minimum Requirements

Contractor shall meet the minimum requirements listed below. Any bid that does not meet the minimum requirements, is incomplete, and/or contains qualified responses to bid terms and conditions may render the bid non-responsive and may result in its rejection at LAWA's sole discretion.

- A minimum of five years prior relevant working experience in reselling IT equipment, including computer hardware and software, and warranty maintenance services similar to the products and services described herein. Contractor shall submit at least 3 references where similar products and services were provided by the Contractor in the Reference table provided on page 5 of the bid document.
- An authorized reseller of all products and services specified in Exhibit A at the time of this bid. All product warranty and extended maintenance supports must be provided by the manufacturer directly. Dated and signed documents certifying that the Contractor is an authorized reseller shall be submitted with its bid. Failure to provide such documents may render the bid non-responsive.

- Contractor shall be required to complete all fields and bid on all items listed in Exhibit A. Exhibit A is not intended to restrict orders placed under the contract and will be used to assist LAWA in the evaluation of bids only. To ensure equitable evaluation, Contractor shall obtain and submit quotes from the manufacturer for all the items bid in Exhibit A with LAWA's name as the end customer and a quotation date that falls within the bid release date and bid close date. These quotes shall be submitted as a part of the Contractor's bid response and will be used as price verifications.

### **3. Bid Scope**

#### **3.1 IT Procurement Scope**

The purpose of this RFB is to provide a contract vehicle to buy any computer-based equipment or system, optical equipment or system, other IT related equipment, and manufacturer-based warranty and maintenance services required by LAWA. This includes but is not limited to, desktop computers, laptops, tablets, wireless equipment (Wi-Fi and Microwave), Public Safety radio and video equipment and systems, network related equipment and systems, printers, plotters, appliances, firmware and software, and manufacturer-based warranty and maintenance services for equipment already owned by LAWA and for new purchases.

All equipment, software, firmware, and systems that are provided by the Contractor to LAWA must be new and never opened. All products must come with a manufacturer's warranty of at least one year where offered by the manufacturer.

#### **3.2 Pricing**

The main goal of this RFB is to obtain the most favorable pricing purchases from a Contractor who will be able to meet the minimum requirements of this RFB. For this bid and the duration of the contract, Contractors shall provide pricing based on a percentage mark-up from the Contractor's cost. All costs quoted shall be Landed Costs, F.O.B. to a Delivery Address specified by LAWA. The delivery address will be within 10 miles of one of the three LAWA airports: LAX, LA/ONT and VNY.

#### **3.3 Percentage mark-up**

Percentage mark-up shall remain firm for the duration of the contract. However, the Landed Costs may be subjected to change in accordance with the price adjustments made by the manufacturers. Contractor shall be required to notify LAWA in writing of any decline or increase in prices within 10 days of manufacturer's notice to Contractor and give LAWA the effective dates. Contractor shall provide LAWA the benefit of any price decline for any LAWA orders placed thereafter.

Percentage Mark-up pricing is formulated by increasing the Manufacturer's price by an agreed upon percentage as submitted in Exhibit A of the Contractor's bid. For example, if the Manufacturer's cost for a product is \$100.00 and the Contractor's proposed mark-up is 2%, the final price to LAWA will be  $(\$100.00 + \$100 \times 2\%)$  or a total of \$102.00. Contractor shall provide supporting documents confirming the cost of each item from the manufacturer with its invoice for pricing verification.

### **3.4 Price Quotations**

Price quotations shall not take longer than three (3) business days from the date requested (unless the pricing data is not available from the manufacturer). Contractor shall give LAWA the option of requesting a price quotation via email or via telephone. All contact information (e-mail, telephone, and mailing address) from the Contractor for obtaining price quotes shall be provided to LAWA upon award of the contract. Price quotes must contain the following:

- The Landed Cost F.O.B delivery point requested by LAWA for all items.
- Each item ordered must list the quantity, unit price and a detailed description.
- The estimated delivery time.

### **3.5 Options and Features**

As technologies advance, LAWA intends to acquire the latest models or products from any new manufacturers of related technology available on the market that were not originally included in this RFB on an ongoing basis.

LAWA reserves the right to acquire all models and products from any manufacturers of related technology during the contract term in accordance with the percentage mark-up quoted in Exhibit A.

### **3.6 Ordering**

Procurements shall be accomplished by means of a LAWA approved Purchase Order. Contractors may not accept verbal orders from LAWA, or any order that is not on a Purchase Order approved by LAWA.

Within three (3) business days after receipt of an order, the Contractor must verify the accuracy of this order and provide written or electronic notification of Contractor's acceptance or rejection of the order and if acceptance, the estimated delivery date.

If an item is discontinued, the Contractor must notify LAWA IMTG within three (3) business days of receipt of an order or upon notification by the manufacturer or distributor (whichever comes first) that the order cannot be filled. The Contractor must not fill the order with a substitute item without the prior written approval and revised Purchase Order from LAWA IMTG. Items that are substituted without LAWA IMTG's prior approval may be returned at no cost to the City and the order cancelled. Contractor shall be responsible for the freight costs associated in the return of such item(s).

### **3.7 Delivery**

**3.7.1** Contractor shall deliver products to LAWA within ten (10) business days after receipt of an order, unless the product is not available from the manufacturer. Contractor must notify LAWA within three (3) business days if delivery of an order will be delayed beyond ten (10) business days. Contractor must keep LAWA apprised of changes in the delivery status of the delayed orders.

**3.7.2** Contractor must deliver, free of charge, all products sold to LAWA. All shipments shall be made "F.O.B. Destination" to all LAWA delivery locations identified on the Purchase Order. All shipments shall be delivered to facilities at or within 10 miles of one of the following three

airports: LAX, VNY, and LA/ONT.

- 3.7.3 Orders must be delivered to LAWA in total, unless a prior written authorization for partial shipment has been received from LAWA.
- 3.7.4 All products shall be delivered inside the building(s) or inside the office suite(s) specified on the Purchase Order unless otherwise instructed by LAWA.
- 3.7.5 If Contractor fails to deliver an item or items of the quality, in the manner, and within the time specified in this specification and/or bid document, LAWA may cancel the order at no cost to LAWA and acquire such item(s) from any other source.
- 3.7.6 Delivery of an order will not be considered complete until all the items listed in the invoice are in LAWA's possession. Deliveries of orders should be made Monday through Thursday between the hours of 9:00AM and 1:00PM Pacific Standard Time, excluding LAWA holidays. No deliveries will be accepted on Fridays unless prior arrangements have been made with LAWA IMTG.

### 3.8 Invoicing

Contractor shall be responsible for the submittal of an Itemized Invoice in a form acceptable to LAWA showing the unit prices, descriptions and quantities matching the line items indicated on the Purchase Order issued.

The Contractor shall provide documentation of its Landed Cost for all items ordered and invoiced. This information will be used by LAWA 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.

All payment/discount term offers shall be based on the date that the invoice is date stamped by LAWA Accounts Payable and not the printed invoice date.

Any inaccurate invoices or invoices without the appropriate back-up documents may be rejected. Rejected invoices shall extend the payment term and/or discount term until all corrections are made by the Contractor.

All invoices must have the following information clearly printed on them:

**Bill To:**

Los Angeles World Airports  
Attn: Accounts Payable  
PO Box 92882  
Los Angeles, CA 90009

**Ship To:**

LAWA - IMTG/(Name as shown on PO\_  
(Attn: Contract Manager/Ordering Entity)  
Delivery address as specified on the PO  
\_\_\_\_\_, CA \_\_\_\_\_

- Contract No.: LAWA's Contract No. begins with either "DA" followed by four-digit number or "Outline Agreement" followed by a ten-digit number that begins with "46".
- Purchase Order Numbers (P.O. #): LAWA's PO numbers is a ten-digit number that begins with "45".

- **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors. **The payment/discount term shall start based on the date stamped by LAWA's Accounts Payable Office and not on the date printed on the invoice.**
- When Issuing credit memos, contractors must reference the invoice number to which the credit is applying. Vendor can contact the designated LAWA contact person or the Accounts Payable Help Desk at 424-646-7650 for any invoice inquiries.
- LAWA IMTG reserves the right to request additional, detailed substantiation with respect to any of the vendors' invoices.

### **3.9 Return Rights**

Items that are found to be refurbished, defective or damaged during shipping must be replaced at no cost to LAWA. Any items not listed on the purchase order must be replaced with the items listed on the purchase order at no cost to LAWA. Contractor shall be responsible for all shipping costs associated with the return of these Items back to the Contractor.

Contractors shall accept all PCs, Servers, Storage Devices, Printers, and Network Equipment (defined as "Standard Procurements"), if they have not been opened, for return within thirty (30) days of delivery and credit LAWA in full. LAWA shall not pay restocking fees.

For all other types of products and for products that have been opened, Contractors may only pass through actual and reasonable restocking fees incurred from a third party. Administrative costs and handling fees from the Contractor for returns shall not be allowed. On all returns, Contractor must provide documentation for restocking fees charged by manufacturer/supplier before LAWA returns the item and provide this documentation when invoicing LAWA.

### **3.10 Cancellation**

Contractor shall allow any order of Standard Procurements to be cancelled by LAWA within 7 days prior to its scheduled delivery.

### **3.11 Title and Warranty**

**3.11.1 Warranty Service** - Contractor shall pass on all warranties offered by manufacturers to LAWA on all procurements. Contractor shall also offer any additional warranty services offered by a manufacturer for purchase.

**3.11.2 Passage of Title** - Contractor shall pass title of all items procured to LAWA within 2 LAWA business days of delivery and LAWA must be eligible for all benefits of ownership including services provided at no additional cost under manufacturer's warranties. Failure to comply with any of the above may result in penalties of up to \$100 per day from the date that the issue is first reported by LAWA to the Contractor.

### **3.12 Communications with LAWA**

Contractors shall make reasonable efforts to respond to inquiries from LAWA within one business day.

LAWA inquiries may include requests for consultation, pricing, order status, product comparisons, compatibility information and return information.

Contractors shall provide a local telephone number in the 310 or 424 area code and an e-mail address(s) to accommodate such inquiries staffed by adequate personnel to provide prompt, courteous, and informed answers to LAWA inquiries.

### **3.13 Contractor Performance**

Performance of the Contractor will be monitored for the duration of the contract. Contractor will be monitored on the following:

**3.13.1 Price quotations-** Quotations should be provided to LAWA within three (3) business days or less. Quotations that are provided to LAWA after three (3) business days may negatively impact the Contractor's performance record.

**3.13.2 Order Delivery-** Orders should be delivered within ten (10) business days from receipt of LAWA's purchase order if the item is in stock at the manufacturer. Orders delivered later than 10 business days for in stock items or after a promised delivery date may negatively impact the Contractor's performance record. Items that are back ordered or delayed due to the manufacturer will be exempt.

**3.13.3** The Contractor should deliver the correct items the first time. Incorrect items delivered to LAWA may negatively impact the Contractor's performance record.

**3.13.4** Contractor shall submit the required insurance as specified in the attached Administrative Requirements and is responsible for keeping the insurance current at all times during the term of the contract. Failure to do so shall result in outstanding invoices not being paid until the Contractor's insurance is approved by LAWA's Risk Management Office. Allowing Contractor's insurance to lapse or not providing LAWA's Risk Management Office with current insurance documentation and renewals may negatively impact the Contractor's performance record.

**3.13.5** All contractor's employees and/or manufacturers' representatives shall be required to comply with LAWA Security Badge Program and shall obtain LAWA identification badges, at no cost to LAWA, upon award of contract in order to perform any warranty or maintenance services on LAWA's properties.

If LAWA feels that the performance of the Contractor is not satisfactory, LAWA reserves the right, at its sole discretion, to terminate the contract upon giving 30 days written notice, at no penalty to LAWA. Upon termination, Contractor shall return all items belonging to LAWA such as badges, permits, or any other items issued by LAWA.

## **4. Contract Award**

LAWA will award a contract to the lowest cost, responsive, responsible bidder based on net price ranking of Exhibit A, Grand Total field, subject to approval by the Board of Airport Commissioners.

## **5. Account Manager**

Upon award of the contract, the successful Contractor must designate an individual and a back-up person within their organization as the Account Manager. Duties of the account manager shall include, but are not limited to:

1. Provide price quotations and/or oversee this process to make sure the information is sent to LAWA in a timely manner and reflects the correct pricing with best discounts applicable to LAWA;
2. Resolve any invoice issues;
3. Represent the Contractor to LAWA;
4. Resolve any issues due to poor Contractor performance;
5. Able to answer any inquiries with regard to the Contractor;
6. Have the authority to make decisions on behalf of the company; and,
7. Attend quarterly meetings and present reports.
8. Ensure that all manufacturer-based warranties and maintenance services are registered and confirmed with the appropriate manufacturer.

## General Conditions

(In the general conditions listed below, the City of Los Angeles, Los Angeles World Airports (LAWA), is hereinafter referred to as the City.)

**FORM OF BID AND SIGNATURE.** All bids must be made on this form. Photocopied forms are acceptable. Additional forms are obtainable from the Departmental LAX Procurement Services Division. Unless otherwise indicated in the RFB, bids should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed as indicated in the RFB. All bids must be signed. If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized corporate officers. In case of error in extension of prices, unit prices will govern. No telephonic or telegraphic bids are acceptable.

**TAXES.** Do not include any Sales Tax or Federal Excise Tax in prices quoted. Sales Tax will be added by the City at the time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Other taxes must be included in the bid prices.

**AWARD.** Bids shall be subject to acceptance by the City for a period of 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 or groups of items to various bidders. When required by the City, bidders must submit alternate prices or make a lump sum or discount, conditional on two or more items being awarded to him. The right is reserved to reject any, or all, bids and to waive any informality in bids.

**BRAND NAMES AND SPECIFICATIONS.** Unless otherwise stated the detailed specification and/or brand name references are definitive and indicate quality, design, and construction of items required. Offer to supply articles substantially the same as those described herein will be considered regardless of minor variation(s) from the listed specifications, or specifications of the articles described by brand name.

**PATENTS.** Should any items on which bids are requested be patented, or otherwise protected or designated by the particular name of the maker, and the bidder desires to quote an item of equal character and quality, the bidder may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Purchasing Manager to be equal to that specified.

**SPECIFICATION CHANGES.** If provisions of the Specifications restrict bidder from bidding, he or she may request in writing that the specifications be modified. Such request must be received by the Purchasing Manager at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

**CITY HELD HARMLESS.** To the fullest extent permitted by law, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims. In the event the "Administrative Requirements" includes a "Hold Harmless" clause, this "City Held Harmless" clause shall be replaced and superseded by the Hold Harmless clause set forth in the Administrative Requirements. In the event the signed contract includes a "Hold Harmless" clause, the signed contract's "Hold Harmless" clause shall replace and supersede all other Hold Harmless clauses.

**PURCHASE AGREEMENT DOCUMENTS.** A copy of the Notice Inviting Bids, the bid and a copy of these General Conditions and the Specifications will remain on file in the Office of the Purchasing Manager and it is understood will form the purchasing agreement when accepted by the Purchasing Manager. All materials or services supplied by the Contractor shall conform to the applicable requirement of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the specifications contained herein.

**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 occasioned the City thereby.

**PAYMENTS.** All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Complete payments will be made by demands on the City Treasury of the City of Los Angeles, approved as required by ordinance and charter provisions. Invoices must be submitted as specified on the Purchase Orders or shipping authorization.

**SAFETY APPROVAL.** Where required by Los Angeles City regulations, any articles delivered must carry Underwriters Laboratories Approval or City of Los Angeles Dept. Of Building and Safety approval. Failure to have such approval at the time of bidding may result in rejection of the Bid. Also, articles quoted must conform with the Safety Orders of the California Division of Industrial Safety, and/or OSHA, where applicable.

**PATENT RIGHTS.** The supplier agrees to save, keep, hold harmless, and fully indemnify the City, its officers, employees, agents and other duly authorized representatives from all damages, cost or expense, in law or equity that may at any time arise or to be set up for any infringement of the patent rights, trademarks, copyrights, literary or dramatic rights of any person or persons in consequence of the use of any person or persons in consequence of the use by the City, its officers, employees, agents or other duly authorized representatives of articles supplied under purchasing agreement, and of which the supplier is not the patentee or assignee, or which the supplier is not lawfully entitled to sell.

**ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Purchasing Manager.

**ATTORNEY'S FEES.** If City shall, without any fault be made a party to any litigation commenced by or against Supplier arising out of Supplier's performance of this Agreement or incident to such performance and as a result of which Supplier is finally adjudicated to be liable, then Supplier shall pay all costs, expenses and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

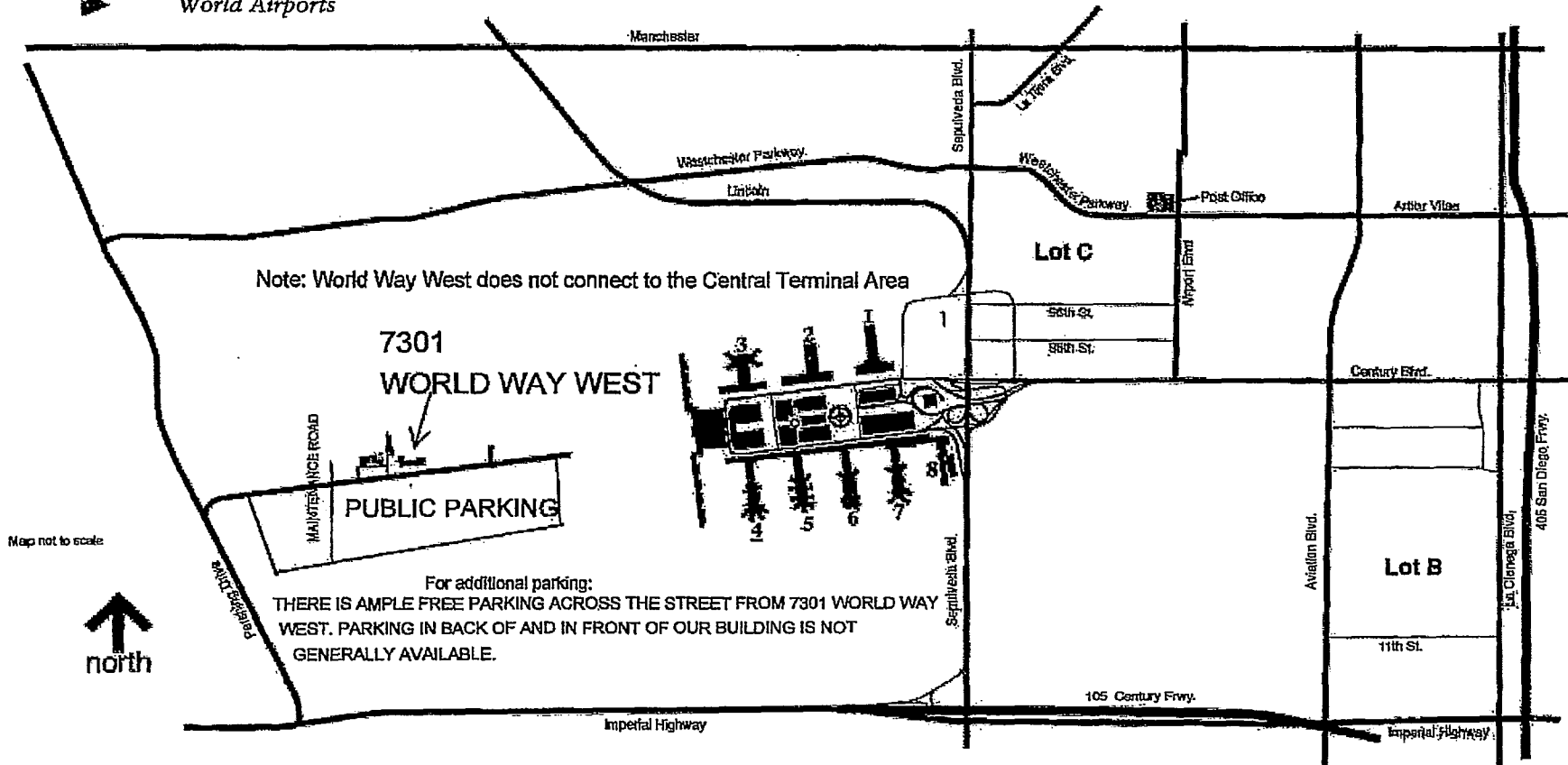
**BID PROTEST.** Any bid protest must be submitted in writing and postmarked within fourteen (14) calendar days after the date of bid opening. The day after bid opening shall be considered as day one. Any bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 82218, Los Angeles World Airports, Los Angeles, CA 90009-2218, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- The protest must refer to the specific portion of the document which forms the basis for the protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.
- The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders.
- The Executive Director/Board of Airport Commissioners will issue a decision on the protest. If the Executive Director/Board of Airport Commissioners determines that a protest is frivolous, the protesting party may be determined to be irresponsible and may be determined to be ineligible for future contract award.
- The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

**TERMINATION OF CONTRACT FOR CONVENIENCE.** LAWA may terminate this Contract, with or without cause, and without liability for costs or damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.



**LAX**  
Los Angeles  
World Airports



Note: World Way West does not connect to the Central Terminal Area

7301  
WORLD WAY WEST

PUBLIC PARKING

For additional parking:  
THERE IS AMPLE FREE PARKING ACROSS THE STREET FROM 7301 WORLD WAY WEST. PARKING IN BACK OF AND IN FRONT OF OUR BUILDING IS NOT GENERALLY AVAILABLE.

**DIRECTIONS TO THE LAWA PROCUREMENT PURCHASING OFFICE:**

Los Angeles World Airports- 7301 World Way West, 4th floor, Los Angeles, CA 90045

1. 405 (South) or (North) to 105 (West)
2. 105 (West) to the end. (Imperial Highway)
3. Imperial Highway (West) approx. 3 signal lights to Pershing Drive.
4. At Pershing Drive turn Right
5. Approx. 1000 feet (North) you will see a overhead sign "World Way West"
6. Follow the road on to World Way West. (to the East)
7. Proceed (East) to third signal light at Administration Road, and turn LEFT
8. The high rise building is 7301 - The Procurement/Purchasing Services Division Office is on the 4th floor.
9. You may park in the front or to the East or Rear of 7301. There is additional parking across World Way West at Maintenance Road.
10. **DO NOT** park in the Assigned Spaces for Airport Police in the front of the building.

Note: Be prepared to show a valid government issued picture ID in order to enter our building.



## NOTICE: IMPORTANT INVOICING REVISIONS

*Los Angeles World Airports*

### Invoice Instructions

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

1. All invoices for **Los Angeles World Airports** pertaining to materials and/or services must be mailed to:

LAX or Van Nuys Airports

Los Angeles World Airports  
Attn: Account Payable  
PO BOX 92882  
Los Angeles, CA 90009

Ontario International Airport

Los Angeles World Airports  
Attn: ONT Construction & Maintenance  
2132 E. Avion Avenue  
Ontario, CA 91761

2. All invoices must have: 1.) Purchase Order Number; 2.) the LAWA division name; and 3.) the name of the LAWA employee ordering the materials and/or services. Note: LAWA's Purchase Order Number is a ten-digit number that begins with '45'.

Note: Invoices without this information will experience delays in processing.

3. The invoice prices, description and quantities **MUST AGREE WITH THE PURCHASE ORDER LINE ITEMS**;

Note: Any item or charge not specified in the Purchase Order or in the contract (including freight charges, restocking charges, etc.) will not be paid. Any discrepancy will cause delays in prompt payment.

4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.

5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later.** In cases where the invoice is received, but the vendor has not met all requirements, the date that all requirements have been met by the vendor will be the date to be used for invoice processing and discount computation.

6. Important invoice instructions and requirements:

- **FREIGHT CHARGES:** Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in excess of \$75.
- **TAXES:** Sales taxes must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS:** Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION:** Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS:** The original invoice number must appear on any credit memo.

**NOTE:** Your firm must be in full compliance with all Administrative Requirement listed in your contract, including being current on insurance policies and the City business tax. Failure to being in compliance may delay prompt invoice payment.

*If you have questions regarding the Invoice Instructions, please contact your LAWA contract manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys) or (909) 544-5264 (Ontario).*



# Quote

EN POINTE TECHNOLOGIES INC  
 18701 S FIGUEROA ST  
 GARDENA CA 90248 USA

**Ship To**

CARLOS FLORINDA  
 DEPT OF AIRPORTS/RECORDS CTR  
 7151 WORLD WAY WEST  
 LOS ANGELES CA 90045 USA

**Quote Name** RFB Item 1 - 8300 CMT  
**Quote ID** 5246509  
**Date** 6/12/2013 6:26:38 PM  
**Order Process Date** 06/12/2013  
**Customer #** A14528

**Phone** 3106462067  
**Email** A14528@hp.com

Item #	Part #	Description	Qty	Unit Price	Partner Extended Price
		<b>Configurable- HP Compaq Elite 8300 CMT Desktop PC</b> QW993AV <ul style="list-style-type: none"> <li>• N/A</li> <li>• Intel® Q77 Express Chipset</li> <li>• No Item Selected</li> <li>• No Item Selected</li> <li>• No Item Selected</li> <li>• Integrated Intel 82579 GbE</li> </ul>	1	\$728.00	\$728.00
4337491	QV993AV	HP Compaq 8300 Elite Convertible Minitower PC	1	\$67.00	\$67.00
4337505	A3J43AV#ABA	Windows 7 Professional 64bit	1	\$94.00	\$94.00
4337538	QW437AV	Intel Core i5-3570 Processor (3.40 GHz, 6 MB Cache) Intel HD Graphics 2500	1	\$176.00	\$176.00
4337506	QW539AV	4GB DDR3-1600 DIMM (1x4GB) RAM	1	\$48.00	\$48.00
4337483	QW481AV	500GB 7200 RPM 3.5 1st Hard Drive	1	\$46.00	\$46.00
4337485	QW519AV	SuperMulti DVDRW Optical Drive	1	\$22.00	\$22.00
4348080	QW377AV	HP DisplayPort To DVI-D Adapter	1	\$5.00	\$5.00
4337546	B2L88AV#ABA	HP USB Standard Keyboard	1	\$5.00	\$5.00
2771881	VL506AV	HP USB Optical BLK Mouse	1	\$2.00	\$2.00
4348109	QW001AV	HP Compaq Elite 8300 CMT 90% High-Efficient Chassis	1	\$122.00	\$122.00
3441058	XL535AV	Single Unit (CMT) Packaging	1	\$5.00	\$5.00
4348311	QW664AV#ABA	5/5/5 CMT Warranty	1	\$134.00	\$134.00
4337477	QW671AV#ABA	HP Compaq Elite 8300 Country Kit (Includes a Quick Setup & Getting Started manual in English and a country-specific power cord)	1	\$2.00	\$2.00

**Ship Complete** Y  
**Ship Via** VF3  
**Ship Method Desc** Free Ground Freight  
**Configuration** Y

**Partner Extended Price Total: \$728.00**

\* Shipping fees and sales tax may be applied when your order reaches HP's order management system. Please contact your sales rep with any questions.  
 HP CONFIDENTIAL AND PROPRIETARY INFORMATION DO NOT SHARE.



# Quote

EN POINTE TECHNOLOGIES INC  
 18701 S FIGUEROA ST  
 GARDENA CA 90248 USA

**Ship To**

CARLOS FLORINDA  
 DEPT OF AIRPORTS/RECORDS CTR  
 7151 WORLD WAY WEST  
 LOS ANGELES CA 90045 USA

Phone 3108462067  
 Email A14528@hp.com

Quote Name RFB #113-057 - 8300cmt #1\_with 3/3/3 \* CP  
 Quote ID 5246556  
 Date 6/12/2013 6:58:33 PM  
 Order Process Date 06/12/2013  
 Customer # A14528

Item #	Part #	Description	Qty	Unit Price	Extended Price
		<b>Configurable- HP Compaq Elite 8300 CMT Desktop PC QV993AV</b>	1	\$658.00	\$658.00
		• N/A			
		• Intel® Q77 Express Chipset			
		• No Item Selected			
		• No Item Selected			
		• No Item Selected			
		• Integrated Intel 82579 GbE			
4337491	QV993AV	HP Compaq 8300 Elite Convertible Minitower PC	1	\$67.00	\$67.00
4337505	A3J43AV#ABA	Windows 7 Professional 64bit	1	\$94.00	\$94.00
4337538	QW437AV	Intel Core i5-3570 Processor (3.40 GHz, 6 MB Cache). Intel HD Graphics 2500	1	\$176.00	\$176.00
4337506	QW539AV	4GB DDR3-1600 DIMM (1x4GB) RAM	1	\$48.00	\$48.00
4337483	QW481AV	500GB 7200 RPM 3.5 1st Hard Drive	1	\$46.00	\$46.00
4337485	QW519AV	SuperMulti DVDRW Optical Drive	1	\$22.00	\$22.00
4348080	QW377AV	HP DisplayPort To DVI-D Adapter	1	\$5.00	\$5.00
4337546	B2L88AV#ABA	HP USB Standard Keyboard	1	\$5.00	\$5.00
2771881	VL508AV	HP USB Optical BLK Mouse	1	\$2.00	\$2.00
4348109	QW001AV	HP Compaq Elite 8300 CMT 90% High-Efficient Chassis	1	\$122.00	\$122.00
3441058	XL535AV	Single Unit (CMT) Packaging	1	\$5.00	\$5.00
4337493	QW656AV#ABA	3/3/3 CMT Warranty	1	\$64.00	\$64.00
4337477	QW671AV#ABA	HP Compaq Elite 8300 Country Kit (Includes a Quick Setup & Getting Started manual in English and a country-specific power cord)	1	\$2.00	\$2.00
*229105	U7899E	HP 5y NextBusDay Onsite DT Only HW Supp	1	\$45.00	\$45.00

Ship Complete Y  
 Ship Via VF3  
 Ship Method Desc Free Ground Freight  
 Configuration Y

Partner Extended Price Total: \$703.00

\* Shipping fees and sales tax may be applied when your order reaches HP's order management system. Please contact your sales rep with any questions.  
 HP CONFIDENTIAL AND PROPRIETARY INFORMATION DO NOT SHARE.



# Quote

EN POINTE TECHNOLOGIES INC  
18701 S FIGUEROA ST  
GARDENA CA 90248 USA

**Ship To**

CARLOS FLORINDA  
DEPT OF AIRPORTS/RECORDS CTR  
7151 WORLD WAY.WEST  
LOS ANGELES CA 90045 USA

**Quote Name** RFB Item #2 - z420  
**Quote ID** 5246608  
**Date** 6/12/2013 7:04:30 PM  
**Order Process Date** 08/12/2013  
**Customer #** A14528

**Phone** 3106462067  
**Email** A14528@hp.com

Item #	Part #	Description	Qty	Unit Price	Extended Price
		-Configurable- HP Z420 Workstation Windows@ LJ449AV	1	\$2,201.94	\$2,201.94
4238137	LJ449AV	HP Z420 Workstation	1	\$309.00	\$309.00
4238270	QD971AV#ABA	Windows 7 Professional 64	1	\$74.00	\$74.00
4238143	QE159AV	HP Z420 600W 90% Efficient Chassis	1	\$125.00	\$125.00
4238290	A2H77AV	Intel® Xeon® E5-1650 3.20Ghz 12MB 1600 EC Processor	1	\$683.00	\$683.00
4238150	QD956AV#ABA	HP Z420 Localization Kit	1	\$3.00	\$3.00
4238308	A7E48AV	HP Processor Air Cooling Kit	1	\$11.00	\$11.00
4238132	QE150AV	HP Z420 Fan and Front Card Guide Kit	1	\$7.00	\$7.00
5190950	C2J34AV	NVIDIA Quadro K4000 3GB DL- DVI(I)+DP+DP 1st No cables Included Graphics	1	\$544.00	\$544.00
4238289	QE257AV	16GB DDR3-1600 ECC (4x4GB) Unbuffered RAM	1	\$272.00	\$272.00
4238180	QE190AV	1TB 7200 RPM SATA 1st Hard Drive	1	\$85.00	\$85.00
4238277	QE236AV	HP 16X SuperMulti DVDRW SATA 1st ODD	1	\$34.00	\$34.00
4238247	QE234AV#ABA	HP USB Standard Keyboard	1	\$6.00	\$6.00
4238262	QE218AV	HP USB Optical Scroll Mouse	1	\$8.00	\$8.00
4176820	QE249AV	Windows 7 64 Bit Factory Image Recovery (Supported on Windows Operating System.)	1	\$6.00	\$6.00
4238284	QE243AV	HP Single Unit Packaging	1	\$0.94	\$0.94
4238312	B2L49AV#ABA	HP 3/3/3 Warranty	1	\$34.00	\$34.00
*092594	U1G39E	9x5 Next-Business-Day Onsite, 5 years	1	\$80.00	\$80.00
9988927	FH973AA	DisplayPort TO DVI-D Adapter	1	\$16.00	\$16.00

**Ship Complete** Y  
**Ship Via** VF3  
**Ship Method Desc** Free Ground Freight  
**Configuration** Y

**Partner Extended Price Total: \$2,296.94**

\* Shipping fees and sales tax may be applied when your order reaches HP's order management system.  
Please contact your sales rep with any questions.  
HP CONFIDENTIAL AND PROPRIETARY INFORMATION DO NOT SHARE.



ITEM 3 and 4



Thank you for choosing Lenovo!

### Lenovo Special Bid Pricing Non Quantity Restricted Quotation

This Special Bid Pricing is available to you for the purchase of products listed below under orders received by Lenovo between the Price Start Date and the Price End Date.

For your convenience, the name of the Lenovo sales representative, Quotation Number and Customer Details have been included below to enable us to process your order promptly and efficiently. Orders may be faxed to the attention of the Lenovo sales representative by the Quotation Expiration Date below. Lenovo offers its pricing either Up-Front/Net Bill OR Back-End Rebate for our Indirect channel and each must be executed as outlined below:

Up-Front/Net Bill Bid Pricing (denoted by the 'Contract Number' beginning with '540xxxxx.') must be accepted by the quotation expiration date stated below by notifying Lenovo in writing or placing an order referencing the correct 'Contract' number.

It is the responsibility of the partner to ensure the product is ordered with reference to the Contract number so that agreed price is invoiced. No back-end claims for sales made will be supported for the products under this bid.

Back-End Special Bid Rebate Pricing (denoted by the 'Contract Number' beginning with '65xxxx.') must be accepted by the validity date stated below by notifying Lenovo in writing or making a qualifying sale of Eligible Products to the approved Customer. A rebate claim referencing the correct 'Contract Number' must be submitted to receive the agreed price discount.

#### END CUSTOMER DETAILS

Customer Name: LAWA ITD  
Account No: 1213356820  
Master Contract No: MCG0054908  
Customer Address: 10286 Post Way  
LOS ANGELES California  
USA 90045

Contact Name:  
Contact Phone:  
Contact Email:

Ship to Address:

#### QUOTATION DETAILS

Quotation No: 540641076  
Quotation Date: 12-Jun-13  
Quotation Expiration Date: 28-Jul-13  
Channel: Indirect  
Contract Start Date: 12-Jun-13  
Contract Expiration Date: 29-May-14

#### SALES REP DETAILS

Sales Rep Name: Joey Savago  
Sales Rep Phone: 919-294-0585  
Sales Rep Email: jsavago@lenovo.com  
General Website: www.lenovo.com  
Fax:

New York  
USA

#### PRODUCT AND SERVICES DETAILS

Line Item No	Product Code	Product Description	Price Start Date	Price End Date	(Per Unit) Bid Price	Contract Type (F/B)
		Shipping and Handling			USD0.00	
		Shipping and Handling			USD0.00	
		Shipping and Handling			USD0.00	
		Shipping and Handling			USD0.00	
		Shipping and Handling			USD0.00	
		Shipping and Handling			USD0.00	
		Shipping and Handling			USD0.00	
		Shipping and Handling			USD0.00	

ITEM 3  
ITEM 4

Shipping and Handling	USD0.00
Shipping and Handling	USD0.00
Shipping and Handling	USD0.00
Shipping and Handling	USD0.00
Shipping and Handling	USD0.00
Shipping and Handling	USD0.00

**CONFIGURATION DETAILS**

Components	Description	Qty
<b>Line Item 10</b>	<b>2355CTO</b>	
Shipping Country	USA	80
Operating system	Windows 7 Professional 64	80
System Unit	Intel Core i5-3320M	80
Processor	Intel Core i5-3320M on MB	80
Display Panel	T430s 14.0" HD Anti-Glare, WWAN	80
Pointing device	T430s UltraNav with FPR	80
WiFi/Wireless LAN adapters	Intel Centrino Advanced-N 6205	80
Wireless WAN accessories	Mobile Broadband Upgradeable	80
Battery	6-cell Li Battery TB1-L	80
Total memory	4 GB PC3-12800 DDR3 (1 DIMM)	80
Optical device	DVD Recordable, USB w/SWA	80
Hard drive	180GB Solid State Drive SATA3	80
Storage Adapter	No Micro Solid State Drive	80
Camera	T430s 720p HD Camera/Mic	80
System expansion slots	T430s Exp. CS & 4-T CR & 3AT CR	80
Security Chip	Security Chip Enabled	80
AC Adapter and Power Cord	80W AC Adpt US (2pin)	80
Keyboard Language	KBUS English	80
Publication Language	Pub: US English	80
Operating System Language	Win7 US English	80
Custom Image Language	No Preload	80
Warranty/Service	3 Year Depot/Express Warranty	80
<b>Line Item 20</b>	<b>2DACCT01WW</b>	
Shipping Country	USA	80
Selectable Warranty	3 Year Depot or Carry-In	80
Operating system	Windows 7 Professional 64	80
Processor	Intel Core i5-3337U on MB	80
Wireless WAN accessories	Mobile Broadband Upgradeable	80
Total memory	4GB PC3-12800 4GBBS+0DIMM	80
System Unit	T431s (14.1" 3337U) FPR 4GB	80
Display Panel	T431s 14.0" HD + Anti-Glare, WWAN	80
WiFi/Wireless LAN adapters	Intel Centrino Advanced-N 6205	80
Battery	3-cell 47WH Polymer	80
Hard drive	180GB Solid State Drive SATA3	80
Storage Adapter	No M.2	80
Camera	T431s 720p HD Camera/Mic	80
System expansion slots	T431s Smart Card Reader	80
Security Chip	Security Chip Enabled	80
AC Adapter and Power Cord	45W AC Adpt US (2pin)	80
Keyboard Language	KBUS English	80
Publication Language	Pub: US English	80
Docking Adapter	Docking Adapter	80
Operating system Language	Win7 64 English	80
Custom Image Language	No Preload	80
<b>Line Item 80</b>	<b>2324CTO</b>	
Shipping Country	USA	40
Operating system	Windows 7 Professional 64	40
System Unit	X230 Intel Core i5-3320M	40
Processor	Intel Core i5-3320M on MB	40
Display Panel	X230 12.5" HD WWAN X22	40
Pointing device	X230 UltraNav with FPR	40
WiFi/Wireless LAN adapters	Intel Centrino Advanced-N 6205	40
Wireless WAN accessories	Mobile Broadband Upgradeable	40
Battery	6-cell ThinkPad Battery 4AA9	40
Total memory	4 GB PC3-12800 DDR3 (1 DIMM)	40
Optical device	No Optical Drive	40
Ultrabay slim options	ThinkPad UltraBase Series 9	40

Hard Drive	320GB HDD 7200rpm	40
Storage Adapter	No Micro Solid State Drive	40
Camera	X230 720p HD Camera	40
Security Chip 2	Security Chip Enabled	40
AC Adapter and Power Cord	65W AC Adapter (US 2 Pin)	40
Keyboard Language	Key US English	40
Education Language	Pub US English	40
Operating System Language	Win7 P64 English	40
System Management Language	No Preload	40
Warranty Type	3 Year Depot/Express Warranty	40

<b>Line Item 70 3208CTO</b>		
Country	USA	1900
Language	English	1900
Operating System	Win7 P64 English	1900
Platform	Q77 SFF 85% Power 240W M82/P W7	1900
Electronics	No. Floppy Drive	1900
Processor	Core i5-3570 3.4GHz 6M Cache	1900
Memory	4GB 16 PC3 12800 DDR3 4UBIMM	1900
1st HDD Drive	500GB 7200RPM SATA	1900
2nd HDD Drive	No. 2nd HDD Drive	1900
2nd HDD Bracket	No. Optional HDD Bracket	1900
SATA Port	No. SATA Port	1900
Graphic Card	Integrated Video	1900
Graphics Dongle	No. Graphics Dongle Selected	1900
1st Optical Drive	DVD ReWritable W7	1900
2nd Optical Drive	No. 2nd Optical Drive	1900
Modem	No. Modem	1900
IEEE 1394	No. IEEE 1394 Adapter	1900
Keyboard	USB FullSize US ENG	1900
Mouse	Enhanced Optical USB Mouse	1900
Card Reader	No. Card Reader	1900
Chassis Intrusion Switch	No. Chassis Intrusion Switch	1900
Audio Card	Integrated Audio	1900
Ethernet	Integrated Intel B/G	1900
External Speakers	No. External Speakers	1900
Internal Speakers	Internal Speakers SFF	1900
Rear USB Ports	No. Rear USB	1900
Rear Com 2 Cable	No. Rear Com2 Cable	1900
Parallel Cable	No. Parallel Cable	1900
PS2 Port Cable	No. PS2 Port Cable	1900
DP Cable	No. DP Cable	1900
WiFi	No. WiFi	1900
Blue tooth	No. Blue tooth	1900
USB Cable	No. USB Cable	1900
Win7 DVD	No. Win7 DVD	1900
Preload	PUB Enabled	1900
XP Mode	No. XP Mode	1900
Microsoft Office	No. Microsoft Office	1900
Microsoft One Note	No. Microsoft One Note	1900
Adobe	No. Adobe	1900
Norton	No. Norton	1900
McAfee	No. McAfee	1900
Non Return HDD Service	No. Non Return HDD Service	1900
Accessibility Enhance	Accessible Module	1900
Service	3/3	1900
EBU Sticker	No. EBU Sticker	1900
Win8 DVD	No. Win8 DVD	1900
Conduct for Intel Smart Response	No. Intel Smart Response	1900

<b>Line Item 110 0569CTO</b>		
Country	USA	350
Language	English	350
Platform	Tower SFF Mach	350
Motherboard	Intel C802 M8 S30-TPM Enabled	350
Operating System	Win7 P64 English	350
1st Graphic Card	NVIDIA Quadro 4000 2GB	350
2nd Graphic Card	No. Second Graphic Card	350
GPU Computing Card	No. Computing Card	350
1st Graphics Dongle	No. Graphics Dongle Selected	350
2nd Graphics Dongle	DisplayPort to DVI Dongle	350
3rd Graphics Dongle	No. Graphics Dongle Selected	350
4th Graphics Dongle	No. Graphics Dongle Selected	350
5th Graphics Dongle	No. Graphics Dongle Selected	350

8th Graphics Dongle	No Graphics Dongle Selected	350
7th Graphics Dongle	No Graphics Dongle Selected	350
8th Graphics Dongle	No Graphics Dongle Selected	350
Processor	Intel Xeon E-1650 (3.2GHz/6C)	350
RAID MI	Internal RAID - Not Enabled	350
Hard Drive Controller Adapter	Intel SATA HDD Supported HDD	350
1st HDD	3.5" 1TB SATA HDD   7200 rpm	350
2nd HDD	No 2nd HDD Selected	350
3rd HDD	No 3rd HDD Selected	350
Keyboard	USB Full Keyboard/Engl	350
Keyboard Mouse I/O	No PS2 Kbd/Mouse I/O Selected	350
Mouse	Generic Optical Mouse   0.6Bt	350
Optical Drive	18x DVD - RW DL Win 7	350
2nd Optical Drive	No 2nd Optical Drive Selected	350
1st Memory	4GB ECC PC3 1333MHz UDIMM	350
2nd Memory	4GB ECC PC3 1333MHz UDIMM	350
3rd Memory	4GB ECC PC3 1333MHz UDIMM	350
4th Memory	4GB ECC PC3 1333MHz UDIMM	350
5th Memory	No 5th Memory Selected	350
6th Memory	No 6th Memory Selected	350
7th Memory	No 7th Memory Selected	350
8th Memory	No 8th Memory Selected	350
Media Card Reader	None Selected	350
LEEDS 304	No LEEDS 304 Selected	350
No Return HDD Service	No HDD Service Selected	350
Audio Card	Integrated Audio	350
Rear I/O	No Rear I/O Port Selected	350
USB I/O	No USB I/O Adapters Selected	350
SMA	No Chassis Intrusion Switch	350
Ethernet	Integrated Ethernet	350
Recovery DVD	No Recovery DVD	350
Service	3-YR ON-SITE - WWW	350
Second Serial Port	No Second Serial Port	350
External Speakers	No Ext Stereo Speaker	350
Pop	PUE Englab	350
Phone Cord	Phone Cord - US	350
McAfee	No McAfee SWAPP Selected	350
Norton	No Norton SWAPP Selected	350
Microsoft Office	No Office Software Selected	350
Handle/Chassis	No Handle/Chassis Plate Selected	350
Stereo 3D Connector	NO Additional hard drive	350
Adobe	No McAfee Internet Security	350
Taradial	NO Additional hard drive	350
Keylock	No McAfee Internal Security	350

**SALES NOTES**

None.

**UNIQUE OFFERING TERMS**

None

**TERMS & CONDITIONS**

Upon acceptance of this Price Quotation, the Special Bid pricing will be available to you only for the Identified Customer between the start and end dates under the terms and conditions of the Lenovo Special Bid Program and the applicable Lenovo Distributor Agreement, Lenovo Reseller Agreement or Lenovo Partner Network Agreement and its Reseller Attachment, plus any additional terms and conditions stated below.

The Special Bid Pricing Lenovo is making available to you for this opportunity are based on your representation that it is necessary for Lenovo to offer you this Special Bid pricing to secure your business for this opportunity. This Special Bid is valid only for the period as shown as a one-time offer, and shall not be deemed a precedent for Lenovo to make any similar offers in future.

The Lenovo Products offered under this Special Bid shall not be eligible for or combined with any other promotional offers that Lenovo may make to the marketplace or Business Partners. No price protection benefit shall apply to the Lenovo products under this Special Bid, and no inventory return shall be entertained.

The Special Bid Prices and Discounts provided as part of this Special Bid Pricing are confidential and may not be disclosed to any third party other than the named End User (#Customer#) without the prior written consent of Lenovo. Disclosure within your organization shall be restricted only to your employees who have a need to know. You will supply Lenovo on request, copies of invoices, delivery orders or other documentation as evidence that Lenovo Products have been supplied to the End User

identified in this Special Bid within 30 calendar days of that request.

Shipping and handling and value-added service charges are not included in these prices

Prices are in U.S. Dollars. Invoices and payments shall be in local currency.

**Product Substitution**

- Lenovo may change components or parts of a hardware product without notice provided that the components or parts

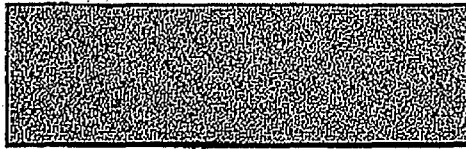
provide equal or better performance. Such changes will be at no additional cost to you, and will not affect the hardware product Lenovo Limited Warranty.

- Lenovo also reserves the right to substitute technically superior Products listed in this Pricing Quotation. The substitution will be made when a new order is placed, subject to an adjustment in price for significant additional function. If you do not agree with such price adjustment, you may cancel your order within the period specified by Lenovo in its communication to you.

**Eligible Channel Partners**

Partner Account No	Partner Name	Partner Address
1213385513	INGRAM MICRO INC	1800 E Saint Andrew Pl. Santa Ana, California, USA 92705-4831

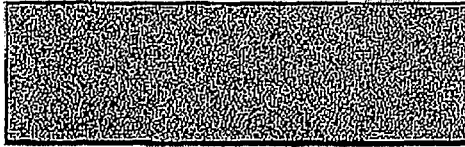
Date : 6/14/13  
 Quote ID # : ING-84753-00  
 Partner : En Pointe  
 Account # : 10-146970  
 End User : Los Angeles World Airports  
 Deal Reg # / Big Deal # : WSCA/NASPO Big Deal 89301427



RFB Item #7	HP DL580R07 (E7) CTO Server [#1]		
5	643086-B21	HP DL580R07 (E7) CTO Server	\$2,927.90 \$14,639.50
5	643086-B21 ABA	U.S. - English localization	\$0.00 \$0.00
5	643073-L21	HP E7-4830 DL580 G7 2P FIO Kit	\$3,456.53 \$17,282.65
10	643073-B21	HP E7-4830 DL580 G7 Kit	\$1,727.93 \$17,279.30
10	643073-B21 OD1	Factory integrated	\$0.00 \$0.00
20	644172-B21	HP DL580G7/DL980G7 (E7) Memory Cartridge	\$134.00 \$2,680.00
20	644172-B21 OD1	Factory integrated	\$0.00 \$0.00
80	604506-B21	HP 8GB 2Rx4 PC3L-10600R-9 Kit	\$113.23 \$9,058.40
80	604506-B21 OD1	Factory integrated	\$0.00 \$0.00
5	481043-B21	HP Slim 12.7mm SATA DVDRW Optical Kit	\$73.03 \$365.15
5	481043-B21 OD1	Factory integrated	\$0.00 \$0.00
30	507127-B21	HP 300GB 6G SAS 10K 2.5in DP ENT HDD	\$207.03 \$6,210.90
30	507127-B21 OD1	Factory integrated	\$0.00 \$0.00
5	534562-B21	HP 1G Flash Backed Cache	\$354.43 \$1,772.15
5	534562-B21 OD1	Factory integrated	\$0.00 \$0.00
5	AJ764A	HP 82Q 8Gb Dual Port PCI-e FC HBA	\$1,368.26 \$6,841.30
5	AJ764A OD1	Factory integrated	\$0.00 \$0.00
5	538698-B21	HP NC375T PCIe 4Pt Gigabit Server	\$308.20 \$1,541.00
5	538698-B21 OD1	Factory integrated	\$0.00 \$0.00
20	578322-B21	HP 1200W CS Plat Ht Plg Pwr Supply Kit	\$253.93 \$5,078.60
20	578322-B21 OD1	Factory integrated	\$0.00 \$0.00
5	534516-B21	HP PL Foundation Pk Single Rel FIO SW	\$0.77 \$3.85
5	HA104A5	HP 5y 4h 24x7 HW Support	\$0.00 \$0.00
5	HA104A5 7G6	HP 5y 4h 24x7 ProLiant DL58x HW Support	\$2,772.04 \$13,860.20
5	C6N36AAE	HP Insight Control ML/DL/BL Bundle E-LTU	\$300.83 \$1,504.15
5	HA107A5	HP 5y 24x7 SW Support	\$0.00 \$0.00
5	HA107A5 4YD	HP 5y 24x7 IC ML-DL-BL SW Sup	\$256.04 \$1,280.20
<b>Total Cost</b>			<b>\$99,397.35</b>

<b>RFB Item #7</b>	<b>Unit Cost</b>	<b>\$19,879.47</b>
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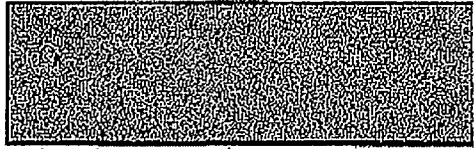
Date	6/14/13
Quote ID #	ING-84753-00
Partner	En Pointe
Account #	10-146970
End User	Los Angeles World Airports
Deal Reg # / Big Deal #	WSCA/NASPO Big Deal 89301427



RFB Item #8	HP DL360p Gen8 8-SFF CTO Server [#1]		
5	654081-B21	HP DL360p Gen8 8-SFF CTO Server	\$1,179.20 \$5,896.00
5	654081-B21 ABA	U.S. - English localization	\$0.00 \$0.00
5	654780-L21	HP DL360p Gen8 E5-2603 FIO Kit	\$233.83 \$1,169.15
5	647893-B21	HP 4GB 1Rx4 PC3L-10600R-9 Kit	\$63.65 \$318.25
5	647893-B21 OD1	Factory integrated	\$0.00 \$0.00
10	652564-B21	HP 300GB 6G SAS 10K 2.5in SC ENT HDD	\$200.33 \$2,003.30
10	652564-B21 OD1	Factory integrated	\$0.00 \$0.00
5	652241-B21	HP 9.5mm SATA DVD RW Jb Kit	\$86.43 \$432.15
5	652241-B21 OD1	Factory integrated	\$0.00 \$0.00
5	684208-B21	HP Ethernet 1GbE 4P 331FLR FIO Adptr	\$6.70 \$33.50
5	631679-B21	HP 1GB FBWC for P-Series Smart Array	\$300.83 \$1,504.15
5	631679-B21 OD1	Factory integrated	\$0.00 \$0.00
5	663201-B21	HP 1U SFF BB Gen8 Rail Kit	\$72.00 \$360.00
5	663201-B21 OD1	Factory integrated	\$0.00 \$0.00
10	656362-B21	HP 460W CS Plat PL Ht Plg Pwr Supply Kit	\$200.33 \$2,003.30
10	656362-B21 OD1	Factory integrated	\$0.00 \$0.00
5	HA104A5	HP 5y 4h 24x7 HW Support	\$0.00 \$0.00
5	HA104A5 7G2	HP 5y 4h 24x7 DL36x(p) HW Support	\$1,662.78 \$8,313.90
5	C6N36AAE	HP Insight Control ML/DL/BL Bundle E-LTU	\$300.83 \$1,504.15
5	HA107A5	HP 5y 24x7 SW Support	\$0.00 \$0.00
5	HA107A5 4YD	HP 5y 24x7 IC ML-DL-BL SW Sup	\$256.04 \$1,280.20
			Total Cost \$24,818.05

RFB Item #8	Unit Cost	\$4,983.61
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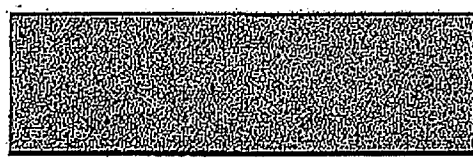
Date : 6/14/13  
 Quote ID # : ING-84753-00  
 Partner : En Pointe  
 Account # : 10-146970  
 End User : Los Angeles World Airports  
 Deal Reg # / Big Deal # : WSCA/NASPO Big Deal 89301427



RFB Item #9	Description	Unit Cost	Total Cost
		\$0.00	\$0.00
	HP DL380p Gen8 8-SFF CTO Server	\$0.00	\$0.00
5	653200-B21 HP DL380p Gen8 8-SFF CTO Server	\$1,229.45	\$6,147.25
5	653200-B21 ABA U.S. - English localization	\$0.00	\$0.00
5	662248-L21 HP DL380p Gen8 E5-2630 FIO Kit	\$588.93	\$2,944.65
20	647893-B21 HP 4GB 1Rx4 PC3L-10600R-9 Kit	\$63.65	\$1,273.00
20	647893-B21 OD1 Factory integrated	\$0.00	\$0.00
10	652605-B21 HP 146GB 6G SAS 15K 2.5in SC ENT HDD	\$227.13	\$2,271.30
10	652605-B21 OD1 Factory integrated	\$0.00	\$0.00
10	652564-B21 HP 300GB 6G SAS 10K 2.5in SC ENT HDD	\$200.33	\$2,003.30
10	652564-B21 OD1 Factory integrated	\$0.00	\$0.00
5	652235-B21 HP 12.7mm SATA DVD RW Jb Kit	\$73.03	\$365.15
5	652235-B21 OD1 Factory integrated	\$0.00	\$0.00
5	684208-B21 HP Ethernet 1GbE 4P 331FLR FIO Adptr	\$6.70	\$33.50
5	631679-B21 HP 1GB FBWC for P-Series Smart Array	\$300.83	\$1,504.15
5	631679-B21 OD1 Factory integrated	\$0.00	\$0.00
5	720863-B21 HP 2U SFF BB Gen8 Rail Kit	\$72.00	\$360.00
5	720863-B21 OD1 Factory integrated	\$0.00	\$0.00
10	656362-B21 HP 460W CS Plat PL Ht Plg Pwr Supply Kit	\$200.33	\$2,003.30
10	656362-B21 OD1 Factory integrated	\$0.00	\$0.00
5	HA104A5 HP 5y 4h 24x7 HW Support	\$0.00	\$0.00
5	HA104A5 7G3 HP 5y 4h 24x7 DL38x(p) HW Support	\$2,171.16	\$10,855.80
5	C6N36AAE HP insight Control ML/DL/BL Bundle E-LTU	\$300.83	\$1,504.15
5	HA107A5 HP 5y 24x7 SW Support	\$0.00	\$0.00
5	HA107A5 4YD HP 5y 24x7 IC ML-DL-BL SW Sup	\$256.04	\$1,280.20
	Total Cost		\$32,546.75

RFB Item #9	Unit Cost	\$6,509.15
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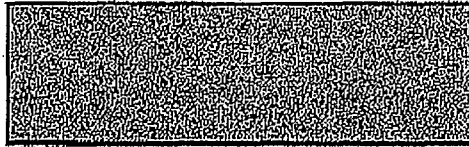
Date : 6/14/13  
 Quote ID # : ING-84753-00  
 Partner : En Pointe  
 Account # : 10-145870  
 End User : Los Angeles World Airports  
 Deal Reg # / Big Deal # : WSCA/NASPO Big Deal 89301427



RFB Item #10	HP DL380p Gen8 8-SFF CTO Server		
5	653200-B21	HP DL380p Gen8 8-SFF CTO Server	\$1,229.45 \$6,147.25
5	653200-B21 ABA	U.S. - English localization	\$0.00 \$0.00
5	662242-L21	HP DL380p Gen8 E5-2660 FIO Kit	\$1,205.33 \$6,026.65
5	662242-B21	HP DL380p Gen8 E5-2660 Kit	\$1,205.33 \$6,026.65
5	662242-B21 OD1	Factory Integrated	\$0.00 \$0.00
40	647895-B21	HP 4GB 1Rx4 PC3-12800R-11 Kit	\$66.33 \$2,653.20
40	647895-B21 OD1	Factory integrated	\$0.00 \$0.00
10	652805-B21	HP 148GB 6G SAS 15K 2.5in SC ENT HDD	\$227.13 \$2,271.30
10	652805-B21 OD1	Factory integrated	\$0.00 \$0.00
10	652564-B21	HP 300GB 6G SAS 10K 2.5in SC ENT HDD	\$200.33 \$2,003.30
10	652564-B21 OD1	Factory integrated	\$0.00 \$0.00
5	652235-B21	HP 12.7mm SATA DVD RW Jb Kit	\$73.03 \$365.15
5	652235-B21 OD1	Factory integrated	\$0.00 \$0.00
5	684208-B21	HP Ethernet 1GbE 4P 331FLR FIO Adptr	\$6.70 \$33.50
5	631679-B21	HP 1GB FBWC for P-Series Smart Array	\$300.83 \$1,504.15
5	631679-B21 OD1	Factory integrated	\$0.00 \$0.00
5	720863-B21	HP 2U SFF BB Gen8 Rail Kit	\$72.00 \$360.00
5	720863-B21 OD1	Factory integrated	\$0.00 \$0.00
10	656362-B21	HP 460W CS Plat PL Ht Plg Pwr Supply Kit	\$200.33 \$2,003.30
10	656362-B21 OD1	Factory integrated	\$0.00 \$0.00
5	HA104A5	HP 5y 4h 24x7 HW Support	\$0.00 \$0.00
5	HA104A5 7G3	HP 5y 4h 24x7 DL38x(p) HW Support	\$2,171.16 \$10,855.80
5	C6N98AAE	HP Insight Control ML/DL/BL Bundle E-LTU	\$300.83 \$1,504.15
5	HA107A5	HP 5y 24x7 SW Support	\$0.00 \$0.00
5	HA107A5 4YD	HP 5y 24x7 IC ML-DL-BL SW Sup	\$256.04 \$1,280.20
		Total Cost	\$43,034.80

RFB Item #10	Unit Cost	\$8,806.92
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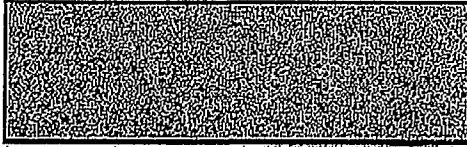
Date :	6/14/13
Quote ID # :	ING-84753-00
Partner :	En Pointe
Account # :	10-146970
End User :	Los Angeles World Airports
Deal Reg # /Big Deal # :	WSCA/NASPO Big Deal 89301427



RFB Item #11				
2	681844-B21	HP BLc7000 CTO 3 IN LCD Plat Enclosure	\$3,349.33	\$6,698.66
4	466482-B21	HP BLc VC-FC 8Gb 24-Port Opt Kit	\$8,709.33	\$34,837.32
4	466482-B21 OD1	Factory integrated	\$0.00	\$0.00
2	662048-B21	HP VC Flex-10/10D Ent Ed for BLc7000 Opt	\$19,402.53	\$38,805.06
2	662048-B21 OD1	Factory integrated	\$0.00	\$0.00
16	AJ716B	HP 8Gb Short Wave B-Series SFP+ 1 Pack	\$158.40	\$2,534.40
16	AJ716B OD1	Factory integrated	\$0.00	\$0.00
2	517521-B21	HP 6X 2400W Gold Ht Plg FIO Pwr Sply Kit	\$1,332.63	\$2,665.26
2	456204-B21	HP BLc7000 DDR2 Encl Mgmt Option	\$602.33	\$1,204.66
2	456204-B21 OD1	Factory integrated	\$0.00	\$0.00
2	677595-B21	HP BLc 1PH Intelligent Power Mod FIO Opt	\$241.20	\$482.40
2	517520-B21	HP BLc 6X Active Cool 200 FIO Fan Opt	\$598.98	\$1,197.96
4	487655-B21	HP BLc SFP+ 3m 10GbE Copper Cable	\$140.03	\$560.12
5	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
2	H1K92A5 7FX	HP 5y 4h 24x7 c7000 ProCare Service	\$1,857.40	\$3,714.80
2	H1K92A5 7XB	HP 5y 24x7 VCEM BL-c7000 ProCare SVC	\$2,319.90	\$4,639.80
2	TC277AAE	HP Insight Control Encl Bundle 16 E-LTU	\$3,741.28	\$7,482.56
5	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
2	H1K92A5 4YN	HP 5y 24x7 IC BL 16-Svr ProCare SVC	\$3,023.64	\$6,047.28
5	HA113A1	HP Installation Service	\$0.00	\$0.00
2	HA113A1 5FY	HP HW Install c7000 Enc and Bid SVC	\$481.00	\$962.00
5	HA124A1	HP Technical Installation Startup SVC	\$0.00	\$0.00
2	HA124A1 56H	HP Startup BladeSys Enhanced Ntwk SVC	\$2,105.30	\$4,210.60
4	252863-D74	HP 24A HV Core Only Corded PDU	\$178.71	\$714.84
			Total Cost	\$116,757.72

RFB Item #11	Unit Cost	\$58,378.86
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Date :	6/14/13
Quote ID # :	ING-84753-00
Partner :	En Pointe
Account # :	10-148970
End User :	Los Angeles World Airports
Deal Reg # /Big Deal # :	WSCA/NASPO Big Deal 89301427



RFB Item #12				
24	641016-B21	HP BL460c Gen8 10Gb FLB CTO Blade	\$1,668.30	\$40,039.20
24	662064-L21	HP BL460c Gen8 E5-2670 FIO Kit	\$1,439.83	\$34,555.92
24	662064-B21	HP BL460c Gen8 E5-2670 Kit	\$1,439.83	\$34,555.92
24	662064-B21 OD1	Factory integrated	\$0.00	\$0.00
192	690802-B21	HP 8GB 2Rx4 PC3-12800R-11 Kit	\$113.23	\$21,740.16
192	690802-B21 OD1	Factory integrated	\$0.00	\$0.00
48	652564-B21	HP 300GB 6G SAS 10K 2.5in SC ENT HDD	\$200.33	\$9,815.84
48	652564-B21 OD1	Factory integrated	\$0.00	\$0.00
24	684212-B21	HP FlexFabric 10Gb 2P 554FLB FIO Adptr	\$6.70	\$160.80
24	651281-B21	HP QMH2572 8Gb FC HBA	\$568.83	\$13,651.92
24	651281-B21 OD1	Factory integrated	\$0.00	\$0.00
24	H1K92A5	HP 5Y 4 hr 24x7 Proactive Care SVC	\$0.00	\$0.00
24	H1K92A5 TXE	HP 5y 4h 24x7 BL4xxc ProCare Service	\$2,202.98	\$52,871.52

Total Cost \$207,191.28

RFB Item #12	Unit Cost	\$8,632.97
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Quote #5687364-22901900-02 To ensure fastest and most accurate processing of your order, please provide the quote# at the time of purchase.

customer name: En Pointe Technologies  
 EU Name: Lawa  
 price deviation #: 89301427  
 customer question: pricing per waca big deal 89301427  
 solution comments: additional information may be needed at time of order to facilitate correct processing of order.  
 pricing subject to change  
 solution products:

Configuration :: Default

EU Name	SKU	Manufacturer	Mfr. Part #	Qty	Description	Discount	Avail. Qty	MSRP	Ext. MSRP	Price Ea.	Ext. Price
	DQ4375	HEWLETT PACKARD - SERVER OPTIONS	AZ870A	15	TFT7800 KVM CONSOLE US KIT		52	\$1,899.00	\$25,485.00	\$1,172.31	\$17,584.65
	CC3288	HEWLETT PACKARD - SERVER OPTIONS	AF820A	15	1X1EX8 KVM IP CNLS G2 VM CAC SW Product stocked by manufacturer, Delivery times vary.		0	\$0.10	\$1.50	\$1,241.31	\$18,819.65
	D06893	HEWLETT PACKARD - SERVER OPTIONS	338047- B21	100	KVM USB CONSOLE INTERFACE ADAPTER		0	\$89.00	\$9,900.00	\$88.31	\$8,831.00
	BU4627	HEWLETT PACKARD - SOFTWARE	TA850AA E	90	ILO ADV E- LTU INC 1YR TS&U SW Product stocked by manufacturer, Delivery times vary.		0	\$399.00	\$35,910.00	\$287.33	\$24,059.70
								<b>Sub - Total</b>	<b>\$71,296. 50</b>	<b>\$67,095. 00</b>	<b>or lease for \$2,281/mon th*</b>
<b>Alternate Item - Total</b>				<b>0</b>				<b>\$0.00</b>		<b>\$0.00</b>	
<b>TOTAL</b>				<b>22 0</b>				<b>\$71,296. 50</b>		<b>\$67,095. 00</b>	

ITEM 13

ITEM 14

ITEM 15

ITEM 14

ordering information





RFB Item # 27

CISCO Product Cost  
 Part ID:  
 Quote ID:

1041090  
 42041803E

Quote Name:  
 Quote Status:  
 Date Approved:

LAWA - UCS equipment RFP - EnPointe - Quote  
 Approved  
 13 Jun 2013

Date: 10 Jun 2013

Cisco Channel Account Manager:  
 Cisco Account Manager:

Jennifer Haas (jhaas@cisco.com)  
 Joel Steadley (jsteadley@cisco.com)

End Customer:

Los Angeles World Airports 1 WORLDWAY LOS ANGELES CA 90046

Project: Global Procurement Order  
 Currency: USD

Product Source:

Quote Name:

Followed Source  
 Class

Special  
 Adjustments  
 Quote To/From

#	Part Number	Part Description	Min/Max Qty	Buy Method	Unit Price	Qty	Extended List Price	Extended Net Price	Unit Extended Net Price
1.0	UCS-B108-01-01-01	UCS B108 Blade Svr AC Chassis w/ PSU's fan/s (1042-ml) (1042)	1	Cisco	\$17,007.00	1	\$17,007.00	\$17,007.00	\$17,007.00
1.1	UCS-B230-M2-01-01	UCS B230 M2 Blade Server w/o CPU, memory, BBU, mezzanine	1	Cisco	7,402.00	1	\$7,402.00	\$7,402.00	\$7,402.00
1.2	UCS-C124-B240-01	2.0 GHz ES-2050/05W 100 / 24M Cache	1	Cisco	8,414.00	1	\$8,414.00	\$8,414.00	\$8,414.00
1.3	UCS-MR-2000-01-01	2X10GB NIMB DDR3-1600-MHz RDIMM/PCS-12800/4val rack/M.1, 33V	1	Cisco	1,408.00	1	\$1,408.00	\$1,408.00	\$1,408.00
1.4	UCS-VIC-1240-01	Cisco UCS VIC 1240 dual-ADC capable Virtual Interface Card	1	Cisco	7,607.00	1	\$7,607.00	\$7,607.00	\$7,607.00
1.5	UCS-B108-01-01-01	UCS B108 M2 and M1 7mm 5.25 blanking panel	1	Cisco	0.00	1	\$0.00	\$0.00	\$0.00
1.6	UCS-B108-01-01-01	CPU Heat Sink for UCS B230 Blade Server	1	Cisco	0.00	1	\$0.00	\$0.00	\$0.00
1.7	UCS-MNT-1600-01	Memory kit for UCS M2-01-01-01	1	Cisco	0.00	1	\$0.00	\$0.00	\$0.00
1.8	UCS-100-01-01-01	UCS 1200XP 10 Module (8 External, 32 Internal 10Gb Ports)	1	Cisco	15,000.00	1	\$15,000.00	\$15,000.00	\$15,000.00
1.9	UCS-PSU-2000-01-01	2000W Platinum AC Hot Plug Power Supply for UCS B108 Chassis	1	Cisco	300.00	12	\$3,600.00	\$4,380.48	\$358.04
1.10	UCS-C124-B240-01	Cable Jumper Power Cord, 230 VAC 10A, C20-C19 Connector	1	Cisco	0.00	12	\$0.00	\$0.00	\$0.00
1.11	UCS-FW-01-01	UCS Blade Server Chassis FW Package 2.1	1	Cisco	0.00	1	\$0.00	\$0.00	\$0.00
1.12	UCS-100-01-01-01	Single phone AC power module for UCS B108	1	Cisco	0.00	3	\$0.00	\$0.00	\$0.00
1.13	UCS-C124-B240-01	Blanking kit for UCS B108 Blade Server Chassis	1	Cisco	0.00	3	\$0.00	\$0.00	\$0.00
1.14	UCS-B108-01-01-01	Blade slot blanking panel for UCS B108 (single slot)	1	Cisco	0.00	24	\$0.00	\$0.00	\$0.00
1.15	UCS-FW-01-01	FW module for UCS B108	1	Cisco	0.00	24	\$0.00	\$0.00	\$0.00
2.0	UCS-810-01-01-01	UCS 8P B200 VALUE BDU (Not a standard BDU) (8 External, 32 Internal 10Gb Ports)	1	Cisco	0.00	1	\$0.00	\$0.00	\$0.00
2.1	UCS-810-01-01-01	(Not a standard BDU) (8 External, 32 Internal 10Gb Ports)	1	Cisco	14,800.00	12	\$177,600.00	\$59,204.00	\$5,772.00
2.1.1	UCS-B108-01-01-01	UCS 2.5 inch HDD blanking panel	1	Cisco	0.00	24	\$0.00	\$0.00	\$0.00
2.1.2	UCS-C124-B240-01	2.0 GHz ES-2050/05W 100/24M Cache DDR3 8GB 16GB	1	Cisco	0.00	24	\$0.00	\$0.00	\$0.00
2.1.3	UCS-MR-2000-01-01	8GB DDR3-1600-MHz RDIMM/PCS-12800/4val rack/M.1, 33V	1	Cisco	0.00	112	\$0.00	\$0.00	\$0.00
2.1.4	UCS-HS-01-01-01	CPU Heat Sink for UCS B200 M3 and B420 M3	1	Cisco	0.00	24	\$0.00	\$0.00	\$0.00
2.1.5	UCS-VIC-1240-01	Cisco UCS VIC 1240 modular LOM for M3 blade server	1	Cisco	0.00	12	\$0.00	\$0.00	\$0.00
2.1.6	UCS-MNT-1600-01	Cisco UCS Port Expander Card (mezz) for VIC 1240 modular LOM	1	Cisco	0.00	12	\$0.00	\$0.00	\$0.00
2.2	UCS-8P-BABE-01-01-01	UCS 8P BABE 6108 Blade Svr AC Chassis	1	Cisco	14,407.00	1	\$14,407.00	\$10,053.30	\$10,053.30
2.2.1	UCS-100-01-01-01	Single phone AC power module for UCS B108	1	Cisco	0.00	3	\$0.00	\$0.00	\$0.00
2.2.2	UCS-FW-01-01	Memory kit for UCS B108 Blade Server Chassis	1	Cisco	0.00	3	\$0.00	\$0.00	\$0.00
2.2.3	UCS-C124-B240-01	Blade slot blanking panel for UCS B108 (single slot)	1	Cisco	0.00	24	\$0.00	\$0.00	\$0.00
2.2.4	UCS-FW-01-01	FW module for UCS B108	1	Cisco	0.00	24	\$0.00	\$0.00	\$0.00
2.2.5	UCS-FW-01-01	UCS Blade Server Chassis FW Package 2.1	1	Cisco	0.00	3	\$0.00	\$0.00	\$0.00
2.2.6	UCS-100-01-01-01	UCS 1200XP 10 Module (8 External, 32 Internal 10Gb Ports)	1	Cisco	0.00	6	\$0.00	\$0.00	\$0.00
2.2.7	UCS-PSU-2000-01-01	2000W Platinum AC Hot Plug Power Supply for UCS B108 Chassis	1	Cisco	0.00	12	\$0.00	\$0.00	\$0.00

Page 1 of 2

CISCO Product Cost  
 Dual CI  
 Quote ID:

15016124  
 478882635

Quote Name:  
 Quote Status:  
 Date Approved:

LAWA - UCS equipment RFP - EnPointe - Quote  
 Approved  
 15 Jun 2016

Date: 16 Jun 2016

Cisco Channel Account Manager:  
 Cisco Account Manager:

Jean-Marc Haux (jhaux@cisco.com)  
 Joel Broedly (jbroedly@cisco.com)

Edge Location:

Los Angeles World Airports 1 WORLD WAY LOS ANGELES CA 90045

Item #	Part Number	Description	Unit	QTY	Unit Price	Subtotal	Extended Price	Final Price
2.2.6	CBS-C16-C01N	Cabinet Jumper Power Cord, 280 VAC 16A, C20-C10	Cable	1	\$0.00	\$0.00	\$0.00	\$0.00
2.3	UCS-B16-F12A-FI	UCS 6248 FI w/ 12p LIO, Cables Bundle	Chassis	1	\$24,113.70	\$24,113.70	\$24,113.70	\$24,113.70
2.3.1	B08A55-F04G-6W	8 Gbps Fibre Channel 8W SFP+, LC	SFP	8	\$0.00	\$0.00	\$0.00	\$0.00
2.3.2	B08A55-0R	10GBASE-0R SFP Module	SFP	8	\$0.00	\$0.00	\$0.00	\$0.00
2.3.3	B08A55-CU	10GBASE-CU SFP+ Cable 3 Meter	SFP	8	\$0.00	\$0.00	\$0.00	\$0.00
2.3.4	UCS-ACC-0241LP	UCS 6248LP Chassis Accessory Kit	Chassis	1	\$0.00	\$0.00	\$0.00	\$0.00
2.3.5	UCS-B16E-0200	UCS 8200 Series Expansion Module Blank	Chassis	1	\$0.00	\$0.00	\$0.00	\$0.00
2.3.6	UCS-FW-0248LP	UCS 6248LP Fan Module	Chassis	1	\$0.00	\$0.00	\$0.00	\$0.00
2.3.7	UCS-F10L2	UCS 6248 Layer 2 Daughter Card	Chassis	1	\$0.00	\$0.00	\$0.00	\$0.00
2.3.8	UCS-FW-0248LP-AC	UCS 6248LP Power Supply 100-240VAC	Chassis	1	\$0.00	\$0.00	\$0.00	\$0.00
2.3.9	CBS-RS12A1A	Power Cord, 125VAC 13A NEMA 5-15 Pkg, North America	Cable	1	\$0.00	\$0.00	\$0.00	\$0.00
2.3.10	UCS-MESG-V2.1	UCS Message v2.1	Chassis	1	\$0.00	\$0.00	\$0.00	\$0.00
2.4	UCS-8200-VALUE-EXP-PAK	UCS 8200 VALUE EXP PAK w/ 2x6248, 128GB	Chassis	6	\$34,781.20	\$208,687.20	\$208,687.20	\$208,687.20
2.5	UCS-2.5-INCH-FPD	UCS 2.5 inch FPD blanking panel	Chassis	1	\$0.00	\$0.00	\$0.00	\$0.00
2.6	UCS-CPU-8200	2.00 GHz ES-2050/8W 8C/20MB Cache/DDR3 16GB/12.5W	Chassis	1	\$0.00	\$0.00	\$0.00	\$0.00
2.7	UCS-MEM-8200-4	8GB DDR3-1600-MHz RDRAM/PCS-12800/Mini PCI-E/12.5W	Chassis	6	\$0.00	\$0.00	\$0.00	\$0.00
2.8	UCS-8200-1-EP	CPU Heat Sink for UCS 8200 M3 and 8420 M3	Chassis	6	\$0.00	\$0.00	\$0.00	\$0.00
2.9	UCS-8200-450-01	Cisco UCS VIC 1240 modular LOM for M3 blade servers	Chassis	6	\$0.00	\$0.00	\$0.00	\$0.00
2.10	UCS-8200-450-01	Cisco UCS Port Expander Card (m3) for VIC 1240 modular LOM	Chassis	6	\$0.00	\$0.00	\$0.00	\$0.00
						\$170,212.00	\$228,910.20	\$228,910.20
1.0.1	COH-SNTP-020050	SMARTNET 24K7X4 5108 Blade Server Chassis	Chassis	100	\$440.00	\$44,000.00	\$44,000.00	\$44,000.00
1.1.1	COH-SNTP-020050	SMARTNET 24K7X4 UCS B230 M2 Blade Server w/o CPU, memory	Chassis	200	\$110.00	\$22,000.00	\$22,000.00	\$22,000.00
2.1.0.1	COH-SNTP-020050	SMARTNET 24K7X4 Remark Play B230 M2 Server	Chassis	200	\$110.00	\$22,000.00	\$22,000.00	\$22,000.00
2.2.0.1	COH-SNTP-020050	SMARTNET 24K7X4 UCS B230 M2 Blade Server	Chassis	100	\$140.00	\$14,000.00	\$14,000.00	\$14,000.00
2.3.0.1	COH-SNTP-020050	SMARTNET 24K7X4 UCS 6248 FI w/ 12p L	Chassis	700	\$4,000.00	\$2,800,000.00	\$2,800,000.00	\$2,800,000.00
3.0.1	COH-SNTP-020050	SMARTNET 24K7X4 UCS 8200 M3 Server	Chassis	200	\$1,400.00	\$280,000.00	\$280,000.00	\$280,000.00
						\$11,000.00	\$8,470.77	\$8,470.77
<b>Total Line Item</b>						<b>\$170,212.00</b>	<b>\$237,380.97</b>	<b>\$237,380.97</b>

Page 27

Page 2 of 2



**Order Number:** 74094191  
**Confirmation Number:** SPANT13564  
**Quote Number:** 6045, Vicent (Vicent)  
**Prepared by:** [Name]  
**Phone:** 44 300-274-6115  
**Email:** vicent@arrow.com  
**Agency Sales Rep:** [Name]  
**Field Sales Rep:** [Name]

**Order Reference:** [Number]  
**Order Date:** 07/12/2013  
**Reship:** YES  
**Prepared by:** [Name]  
**Phone:** 3073600  
**Email:** [Email]  
**Order Reference:** [Number]

Line	Qty	Part Name	Description	Unit	Est. Amt	Unit Price	Ext. Amt	Est. Amt	Unit Price	Ext. Amt	Start Date	End Date	Class	Line
1.0	1	BRUSHLESS MOTOR	BRUSHLESS MOTOR 1/2HP 1800 RPM 115VAC 1PH 50HZ	EA	140.00	140.00	140.00	140.00	140.00	140.00				
2.0	12	MOTOR SPEED 1800 RPM	120V 1PH 50HZ 1800 RPM 1/2HP 1800 RPM 115VAC 1PH 50HZ	EA	11.50	138.00	138.00	138.00	138.00	138.00				
<b>Low Price Lease/Financing Options Available:</b> Contact Your Arrow EGS Partner Financing Rep For The Most Updated Financing Options.														
Unless otherwise noted, prices quoted do not include freight. All freight amounts are estimates only and subject to change. Subject to credit review, terms of payment are net 30 days from the invoice date unless otherwise noted. The vendor is liable for damages caused during shipment. If damages are identified on bill of lading, and shipment is made using an Arrow designated carrier. Please contact the appropriate manufacturer's representative for verification. All DOA and defective product issues must be handled through manufacturer directly. For standard warranty on hardware, please contact manufacturer or your Arrow representative. Solution Provider must confirm installed hardware and software. The Solution Provider is responsible for verifying the proposed configuration prior to quoting prices to end user. All return credits are subject to Vendor and Arrow Return policies and approvals. Prices and discounts (if any) apply only to the specific quantities and configured delivery schedules shown above. Any variation in quantity or requested delivery may result in price or discount changes. Programs and prices are subject to change at any time, without notice. Price protection can only be exercised for 15 days after the price change and only if product can be proven to be in the customer's inventory. Any variation in quantity or requested delivery may result in price. Arrow is not responsible for the accuracy of the description of items in this quotation. Any misstatement, omission or error in this quotation is the responsibility of the customer. All prices are in US Dollars unless otherwise specified. All prices are in US Dollars unless otherwise specified.														

List for Hardware List for Software List for Services/Maintenance Grand Total:	\$103,410.00 \$113,520.00 \$113,520.00 \$227,210.00	Price for Hardware Price for Software Price for Services/Maintenance Grand Total:	\$74,092.76 \$39,246.56 \$33,870.78 \$147,210.10
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Quote Header ID: 581561  
 Quote Date: Jul-16-2018  
 Contact Name: EMMI  
 Quote To: Los Angeles World Airports 8060 Avion Dr, Los Angeles, CA, 90045, United States  
 Quote From: Insight Investments LLC 611 Anton Blvd, Ste 700, Costa Mesa, CA, 92626, United States  
 End Customer: Los Angeles World Airports  
 Invoice: EKW Olive Branch, MS  
 Contingency: None  
 Do Not Ship Before:  
 Order Type: Standard  
 Quote Valid Until: Jul-16-2018  
 Program:  
 Part:  
 Quote Status: Configured

Config#10107719

Hardware

Part Number	Product Description	Ext. Ql	Net Price	Ext. Net Price
X80N-171-RB	Power Cable In Cabinet C19-C14	2	\$0.00	\$0.00
X8528A-RB	PerkinElmer Kit 4 Post Universal RB	1	\$75.00	\$75.00
X11807-RB	Cable SAS Collocated Short Shield 2m	2	\$70.00	\$140.00
X8880-RB	Cable Fibre Optic 0.5m RJ45 CAT5	2	\$4.20	\$8.40
D82246-1014-246-05-RB	DRY SHLE 24x60005, 11K, 0.5	1	\$38,467.00	\$38,467.00
Hardware Sub Total:				\$38,681.39

*Item # 30*

Config#10107217

Hardware

Part Number	Product Description	Ext. Ql	Net Price	Ext. Net Price
X80N-201	Power Cable In Cabinet C19-C14	2	\$0.00	\$0.00
X8528A-RB	PerkinElmer Kit 4 Post Universal RB	1	\$75.00	\$75.00
X8558-RB	Cable SAS Collocated Short Shield 2m	4	\$121.00	\$484.00
X8560-RB	Cable Fibre Optic 0.5m RJ45 CAT5	1	\$4.20	\$4.20
X8561-RB	Cable Fibre Optic 2m RJ45 CAT5	2	\$7.00	\$14.00
D82246-1014-246-05-RB	DRY SHLE 24x60005, 11K, 0.5	1	\$27,800.00	\$27,800.00
Hardware Sub Total:				\$28,379.70

*Item # 31*

Config#10106864

Hardware

Part Number	Product Description	Ext. Ql	Net Price	Ext. Net Price
X1871A-RB	FLASHCACHE 61GBR PCle Module	2	\$25,367.00	\$50,716.00
Hardware Sub Total:				\$50,716.00

*Item # 47*

Terms and Conditions:

CPC-1112-01 - Customer Notice 10-Dec-2011



Updated 25-Apr-2012

Product	Old Part	New Part	End of Availability Last Order Date	Last Shipment	End of Support Software	End of Support Hardware
DS14MK2 SHLF, 14.0TB SATA,DC, QS,R5	DSX-14.0TB-DC-QS-R5	None	7-May-12	7-Jun-12	30-Jun-14	30-Jun-17
DS14MK2 SHLF, 14.0TB SATA,DC,-C,R5	DSX-14.0TB-DC-R5-C	None	7-May-12	7-Jun-12	30-Jun-14	30-Jun-17
DS14MK2 SHLF, 28.0TB SATA,DC, QS,R5	DSX-28.0TB-DC-QS-R5	None	7-May-12	7-Jun-12	30-Jun-14	30-Jun-17
DS14MK2 SHLF, 28.0TB SATA,DC,-C,R5	DSX-28.0TB-DC-R5-C	None	7-May-12	7-Jun-12	30-Jun-14	30-Jun-17
DS14MK4 SHLF,DC, 14x450GB, 15K,ESH4, QS,R5	X54015A-ESH4-DC-QS-R5	None	7-May-12	7-Jun-12	30-Jun-14	30-Jun-17
DS14MK4 SHLF,DCPS, 14x450GB, 15K,HDD,ESH4,-C,R5	X54015A-ESH4-DC-R5-C	None	7-May-12	7-Jun-12	30-Jun-14	30-Jun-17
<del>DS14MK4 SHLF,DC, 14x600GB, 15K,ESH4, QS,R5</del>	<del>X64015A-ESH4-DC-QS-R5</del>	None	7-May-12	7-Jun-12	30-Jun-14	30-Jun-17
DS14MK4 SHLF,DCPS, 14x600GB, 15K,HDD,ESH4,-C,R5	X64015A-ESH4-DC-R5-C	None	7-May-12	7-Jun-12	30-Jun-14	30-Jun-17
DS14MK4 SHLF,DC, 14x300GB, 15K,ESH4, QS,R5	X94015A-ESH4-DC-QS-R5	None	7-May-12	7-Jun-12	30-Jun-14	30-Jun-17
DS14MK4 SHLF,DCPS, 14x300GB, 15K,HDD,ESH4,-C,R5	X94015A-ESH4-DC-R5-C	None	7-May-12	7-Jun-12	30-Jun-14	30-Jun-17

CPC-1111-09 - Customer Notice 7-Dec-2011

Updated Apr-19-2013

- Nov-18-2012
- Jul-27-2012
- Jun-15-2012
- 4-May-2012

Product	Old Part	New Part	End of Availability Last Order Date	Last Shipment	End of Support Software	End of Support Hardware
DSX-14.0TB-MC-R5-C	DS14MK2 SHELF, 14.0TB SATA,MC,-C	See Above	07-Sept-12	07-Oct-12	31-Oct-14	31-Oct-17
DSX-28.0TB-MC-R5-C	DS14MK2 SHELF, 28.0TB SATA,MC,-C	See Above	07-Sept-12	07-Oct-12	31-Oct-14	31-Oct-17
X94015A-ESH4-MC-R5-C	DS14MK4 SHELF,AC, 14x300GB, 15K,ESH4,MC,-C	See Above	07-Sept-12	07-Oct-12	31-Oct-14	31-Oct-17
X54015A-ESH4-MC-R5-C	DS14MK4 SHELF,AC, 14x450GB, 15K,ESH4,MC,-C	See Above	07-Sept-12	07-Oct-12	31-Oct-14	31-Oct-17
X64015A-ESH4-MC-R5-C	DS14MK4 SHELF,AC, 14x600GB, 15K,ESH4,MC,-C	See Above	07-Sept-12	07-Oct-12	31-Oct-14	31-Oct-17
DSX-14.0TB-QS-R5	DS14MK2 SHLF, 14.0TB SATA, QS,R5	See Above	13-Aug-12	13-Sept-12	30-Sept-14	30-Sept-17
DSX-28.0TB-QS-R5	DS14MK2 SHLF, 28.0TB SATA, QS,R5	See Above	13-Aug-12	13-Sept-12	30-Sept-14	30-Sept-17
X269A-R5	Disk Drive, 1 0TB 7.2K SATA,DS14	See Above	13-Aug-12	13-Sept-12	30-Sept-14	30-Sept-17
X294A-R5	Disk Drive, 2.0TB 7.2k SATA,DS14	See Above	13-Aug-12	13-Sept-12	30-Sept-14	30-Sept-17
X553A-R5-C	DS14MK4,FC,wPSU,AC,-C,R5	See Above	13-Aug-12	13-Sept-12	30-Sept-14	30-Sept-17
X561-DS-R5-C	DS14MK2 AT W/A/C Power Supply QS R5	See Above	13-Aug-12	13-Sept-12	30-Sept-14	30-Sept-17

From: Lenny Dupa ldupa@enpointe.com  
 Subject: Tech Data Price Quotation\_LAWA RFB Item #'s 32, 33, 34- NEC  
 Date: June 10, 2013, 4:38 PM  
 To: Bob OConnor boconnor@enpointe.com

**From:** Makrianes, David [mailto:David.Makrianes@techdata.com]  
**Sent:** Monday, June 10, 2013 4:36 PM  
**To:** Makrianes, David  
**Subject:** Tech Data Price Quotation # 4001070813

To: Len  
 Company: EN POINTE TECHNOLOGIES – Los Angeles World Airports  
 From: David Makrianes  
 Phone: 044/88  
 Fax: 044/88  
 E-mail: [David.Makrianes@techdata.com](mailto:David.Makrianes@techdata.com)

Qty	TD #	Mfr #	Description	Price ea.	Extended	Retail	Avail.	Promo
210	10505960	EA192M-BK	EA192M BK 19IN LCD MON 1280X1024 1000:1	198.87 ITEM 30	198.87	239.00	1473	Price includes \$ 4.60 Rebate expiring 08/31/2013
200	10506065	EX231W-BK	EX231W 23IN LCD 1920X1080 1000:1 DVI	217.52 ITEM 33	217.52	319.00	115	Price includes \$ 16.37 Rebate expiring 08/31/2013
20	10505969	EA273WM-BK	27IN NEC MLTISYNC LCD 1920X1200 SPK BLK	388.43 ITEM 37	388.43	449.00	220	Price includes \$ 19.31 Rebate expiring 08/31/2013
				Total:	804.82			

To: Raphael Robinson  
 Company: EN POINTE TECHNOLOGIES  
 End-user: Los Angeles World Airports

Do not e-mail this spreadsheet to your reseller. Use the "Send e-mail" button, which will create a reseller-friendly copy.



From: Colleen Pratt  
 Phone: 012345  
 Fax:  
 E-mail: Colleen.Pratt@techdata.com

Price Quotation # 4001093468  
 Customer # 38007610  
 08/14/2013

Please visit our site at [www.TechData.com](http://www.TechData.com)

**TERMS AND CONDITIONS:**  
 All prices and conditions are subject to change without notice.  
 This Price List is a QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL. No contract for sale will exist until a purchase order has been issued by you and accepted by Tech Data Corporation ("Tech Data").  
 Acceptance by Tech Data of any order is deemed to be an acknowledgment of the terms and conditions of this quotation as stated in Tech Data's policies.  
 The prices contained in this quotation are subject to change without notice. Tech Data will accept no liability for shortages, delays or other losses caused by Tech Data in handling.  
 Products listed herein are subject to Tech Data's standard policies available on the Tech Data website and are not intended to constitute specifications. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformity to specifications at the time of purchase.  
 All products are subject to availability from the manufacturer.  
 Tech Data is not responsible for any delays or shortages, including those caused by any contract entered into by you from this quotation unless such regulations, requirements or obligations have been passed to Tech Data and accepted in writing by the authorized representative of Tech Data.

\*\*\*The freight costs listed are estimates. Shipping costs may vary based on time of purchase, quantity ordered, shipment carrier and warehouse sourced. Actual shipping costs will be calculated during shipment and will be reflected on your invoice.

Reseller is responsible for obtaining vendor authorization to sell product if required.

Qty	TD #	Mfr #	Description	Price ea.	Extended	Retail	Avail.
1	10711771	PJD6229	XGA DLP PROJ 2700 LUMENS 1024X768 INTEGR	326.87	326.87	660.00	64
1	10711802	PLED-W600	PLED-W600 PROJ 600LUMEN WXGA LED HDMI 3D	664.81	664.81	630.00	66
1	10712049	VT2403LED	INTEGR 24.0IN LED LCD TV COMMERCIAL 1620	258.88	258.88	348.00	109
1	10970330	PJD6234	PROJ 2700LUM XGA DLP 3D 6PK	402.80	402.80	668.00	136
1	10970331	PJD8236	PROJ 2800LUM XGA DLP 3D 6PK	420.48	420.48	740.00	0
1	10997880	TD2420	24IN W8 TCH LED LCD MON 1024X768 HDMI	303.13	303.13	592.00	80
Total:					2276.57		

\*\*\*Freight Estimation: 0.00  
 \*\*\*Handling Charges: 0.00

**Yunus, Imran**

**From:** Dupa, Lenny  
**Sent:** Tuesday, June 18, 2013 11:42 AM  
**To:** OConnor, Bob; Yunus, Imran  
**Subject:** Tech Data Price Quotation - LAWA RFB #'s 37 through 42- HP Printers

**From:** Williams, Mark [mailto:Mark.Williams@techdata.com]  
**Sent:** Tuesday, June 18, 2013 11:29 AM  
**To:** Williams, Mark  
**Subject:** WSCA HP Printers Tech Data Price Quotation - Los Angeles World Airports

To: Lenny Dupa  
 Company: EN POINTE TECHNOLOGIES  
 From: Mark Williams  
 Phone: 044/88  
 Fax: 044/88  
 E-mail: Mark.Williams@techdata.com



Qty	TD #	Mfr #	Description	Price ea.	Extended	Retail	Avail.	Promo
5	10231986	Q3934A#ABA	CLJ CP6015XH LASERPR 40/40PPM	5392.46 <i>Item 37</i>	26962.30	7665.00	2	Price includes \$ 766.50 Rebate expiring 03/31/2014
5	10239529	UJ187PE	1YR PW 4HR 9X5 COL LJ CP6015 H/W SUP	892.90 <i>Item 37</i>	4464.50	1169.00	Call	Price Includes \$ 116.90 Rebate expiring 03/31/2014
5	10218401	CE708A#201	CLJ 5525DN 30PPM LASERPR DULPX ETH GOV T	2406.03 <i>Item 38</i>	12030.15	3420.00	11	Price includes \$ 342.00 Rebate expiring 03/31/2014
5	10244479	UV276E	HP 3Y 4H 13X5 CLJ CP5525	1374.11 <i>Item 38</i>	6870.55	1799.00	Call	Price Includes \$ 179.90 Rebate expiring 03/31/2014
163	10960576	CF399A#201	M401DNE LASERJET PRO 400 TAA	314.24 <i>Item 39</i>	51221.12	499.00	37	Price includes \$ 1,626.74 Rebate expiring 03/31/2014
163	10767698	U5Z49E	CAREPACK 3yr Nbd Laser Jet M401 H/W SUP	75.62 <i>Item 39</i>	12326.06	99.00	Call	Price includes \$ 322.74 Rebate expiring 03/31/2014
5	10231976	Q3723A#ABA	LJ 9050DN 50PPM 11X17 W/ EIO DUPLX.NTWK	3288.94 <i>Item 40</i>	16444.70	4675.00	18	Price Includes \$ 467.50 Rebate expiring 03/31/2014
5	10220451	H7696E	3YR 4HR 13X5 LJ 90XX	1488.68	7443.40	1949.00	Call	Price Includes \$ 194.90

*Item 40*  
 TOTAL: 4777.62

			H/W SUP					Rebate expiring 03/31/2014
1	10218719	GR652A#B1K	DESIGNJET T1300 44IN PS EPRINT W/ STAND	6113.57	6113.57	8690.00	1	Price includes \$ 173.80 Rebate expiring 03/31/2014
1	10224644	HP578E	3YR NBD H/W SUP HP DESIGNJET T1300 44IN	992.20	992.20	1299.00	Call	Price includes \$ 25.98 Rebate expiring 03/31/2014
10	10218727	CZ152A#B1H	OFFICEJET 4620 AIO COL PR W/ S/W US CA E	87.41	874.10	123.00	842	Price includes \$ 24.60 Rebate expiring 03/31/2014
10	10960474	UZ382E	CAREPACK 3YR BUS PRIOR NBD EXCH OJ PRT	22.91	229.10	30.00	Call	Price includes \$ 6.00 Rebate expiring 03/31/2014
				Total:	15571.75			
			***Freight Estimation:		0.00			
			***Handling Charges:		0.00			

**TERMS AND CONDITIONS**

All prices and descriptions are subject to change without notice.

THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Tech Data Corporation ("Tech Data"). Acceptance by Tech Data of any offer is expressly conditioned upon your assent to the Terms and Conditions of Sale set forth in Tech Data's invoices.

The prices contained in this list may not be relied upon as the price at which Tech Data will accept an offer to purchase products unless expressly agreed to by Tech Data in writing.

Products quoted were selected by Tech Data based on specifications available at the time of the quotation, and are not guaranteed to meet bid specifications. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer.

Tech Data is not responsible for compliance with regulations, requirements or obligations associated with any contract resulting from this quotation unless said regulations, requirements or obligations have been passed to Tech Data and approved in writing by an authorized representative of Tech Data.

\*\*\*The freight costs listed are estimates. Shipping costs may vary based on time of purchase, quantity ordered, shipment carrier and warehouse sourced. Actual shipping costs will be calculated during shipment and will be reflected on your invoice.

Reseller is responsible for obtaining vendor authorization to sell product if required.

CISCO Product Cost  
 Q=4106  
 Q=25400

(01023E  
 47042010)

Quote Status:  
 Date Approved:

LAWA - UCS equipment RFP - EnPointe - Quote  
 Approved  
 18 Jun 2014

Date: 19 Jun 2014

Cisco Channel Account Manager:  
 Cisco Account Manager:

Jennifer Haas (jhaas@cisco.com)  
 Joel Blasday (jblasday@cisco.com)

End Customer: Los Angeles World Airports 1 WORLD WAY LOS ANGELES CA

Price List: Esau Price List in US Dollars  
 Currency: USD

Financial Summary

Item Name	Payment Source	Estimated List Price	Discount %	Estimated Net Price
Cisco				
Credits				
Adjustments				
Other Ytd				

Items with Discounts and Credits: \*\*Only non-report products are eligible for quantity updates.\*\*

#	Part Number	Part Description	Service Duration	Buy Method	List Price	Qty	Standard List Price	Standard Net Price	List Extended Net Price
4.0	WS-C3850-24P-E	Cisco Catalyst 3850 24 Port PoE IP Base		Cisco	7,300.00	10	\$73,000.00	\$40,160.00	\$4,016.00
4.1	CAB-7A-NA	North America AC Type A Power Cable		Cisco	0	10	\$0.00	\$0.00	\$0.00
4.2	83621ACR-320BE	CAT3850 UNIVERSAL		Cisco	0	10	\$0.00	\$0.00	\$0.00
4.3	8TACK-T1-50CM	50CM Type 1 Stacking Cable		Cisco	0	10	\$0.00	\$0.00	\$0.00
4.4	CAB-8PWR-30CM	Catalyst 3750X Stack Power Cable 30 CM		Cisco	0	10	\$0.00	\$0.00	\$0.00
4.5	PWR-C1-710WAD	710W AC Config 1 Power Supply		Cisco	0	10	\$0.00	\$0.00	\$0.00
4.6	83621-NM-BLANK	Cisco Catalyst 3850 Network Module Blank		Cisco	0	10	\$0.00	\$0.00	\$0.00
4.7	PWR-C1-BLANK	Config 1 Power Supply Blank		Cisco	0	10	\$0.00	\$0.00	\$0.00
5.0	WS-N6000-10G-2C	2x 10 Gbps Ethernet module with DFC4 (TruScale) S		Cisco	40,000.00	2	\$80,000.00	\$44,000.00	\$22,000.00
5.1	WS-F6000-DFC4-E	Catalyst 6800 Df4 Fwd Card DFC4		Cisco	0	2	\$0.00	\$0.00	\$0.00
5.2	WS-N6000-10G	Catalyst 6800 2x 10G SFP Baseboard		Cisco	0	2	\$0.00	\$0.00	\$0.00
5.3	WS-10000-12C	12GBASE-LR 2x 12 Module		Cisco	4,000.00	10	\$40,000.00	\$22,000.00	\$2,200.00
7.0	WS-C3850-48P-E	Cisco Catalyst 3850 48 Port PoE IP Base		Cisco	14,000.00	16	\$224,000.00	\$115,800.00	\$11,580.00
7.1	CAB-7A-NA	North America AC Type A Power Cable		Cisco	0	15	\$0.00	\$0.00	\$0.00
7.2	83621ACR-320BE	CAT3850 UNIVERSAL		Cisco	0	15	\$0.00	\$0.00	\$0.00
7.3	8TACK-T1-50CM	50CM Type 1 Stacking Cable		Cisco	0	15	\$0.00	\$0.00	\$0.00
7.4	CAB-8PWR-30CM	Catalyst 3750X Stack Power Cable 30 CM		Cisco	0	15	\$0.00	\$0.00	\$0.00
7.5	PWR-C1-110WAD	110W AC Config 1 Power Supply		Cisco	0	15	\$0.00	\$0.00	\$0.00
7.6	83621-NM-BLANK	Cisco Catalyst 3850 Network Module Blank		Cisco	0	16	\$0.00	\$0.00	\$0.00
7.7	PWR-C1-BLANK	Config 1 Power Supply Blank		Cisco	0	15	\$0.00	\$0.00	\$0.00

*Jhaas*

42a

42b

42c  
42d

Table 2 Item #2

OConnor, Bob

---

**From:** Robinsen, Raphael  
**Sent:** Thursday, June 20, 2013 10:18 AM  
**To:** OConnor, Bob  
**Subject:** LAWA RFP Cost - Table2 - Item #2 Brocade Maintainance\_SN# UC060015860

---

**From:** Melissa Sorenson [mailto:msorenso@Brocade.COM]  
**Sent:** Thu 6/20/2013 9:21 AM  
**To:** Robinsen, Raphael; Aaron Taylor  
**Subject:** RE: LAWA RFP Cost Quote --Table2--Brocade Maintainance

That is a correct statement. There is no support available as it is currently supported through its end of support date.

Thanks!

Melissa Sorenson  
Support Renewals Specialist  
BROCADE  
6000 Nathan Lane  
Plymouth, MN 55442  
[msorenso@brocade.com](mailto:msorenso@brocade.com)  
(P)763-268-8493 (F)763-383-5999

Please note that Brocade's policy is a 48 hour SLA to return quotations.

---

**From:** Robinsen, Raphael [mailto:RRobinson@enpointe.com]  
**Sent:** Thursday, June 20, 2013 11:16 AM  
**To:** Aaron Taylor; Melissa Sorenson  
**Subject:** RE: LAWA RFP Cost Quote --Table2--Brocade Maintainance  
**Importance:** High

Hello Aaron/Sorenson,

Please confirm that "For Ser# UC060015860, there is no post warranty available".

If there is then, I need an estimate budgetary price  
Thanks

---

**From:** Aaron Taylor [mailto:aataylor@arrow.com]  
**Sent:** Friday, June 14, 2013 11:14 AM  
**To:** Robinsen, Raphael; Christianne Blevins  
**Subject:** FW: Approved Opportunity Registration for LAWA

Raphael,

Attached is your renewal pricing, please note :Sn UC060015860 5/18/14 has support through their end of support date currently.

Aaron Taylor

ECS Inside Account Manager  
Arrow Electronics/eSVN Group  
24 Inverness Place East  
Englewood, Colorado 80112

P 303-824-6527  
[aataylor@arrow.com](mailto:aataylor@arrow.com)  
[www.arrow.com](http://www.arrow.com)



*Tables*

Quote ID: MJS-ARRO-LAWA-052113-01  
 Quote Date: 21-May-2013  
 Quote Expiration: 20-Jun-2013  
 Sales Representative: TBC  
 Renewals Representative: MELISSA SORENSON  
 Payment Terms: NET 30  
 Co-term Expiration Date: 31-May-2014  
 Currency: USD

**Billing Information:**  
 Company: ARROW  
 Contact:  
 Phone:  
 Email:

**End User Information:**  
 (Must be included on Corresponding PO for Order Placement)  
 Company:  
 Contact:  
 Phone:  
 Email:

Please return a purchase order via email to: [main@contracts@brocade.com](mailto:main@contracts@brocade.com)  
 Also be sure to reference the Quote ID listed in the upper right and current serial number(s) on your purchase order.

Street Address	City/State/Zip	Serial #	Model #	End of Support Date	Existing Support Type	Existing Support Expiration Date	New Support Type	New Support Start Date	New Support End Date	Total New Support Term (Months)	MSLP Based on Term	Final Price
		AL0541800A	BR-DCX-4004	1-Apr-2015	SVC-STD	12/31/2012	DCX-4S-SVS-R40S-1	23-May-2014	22-May-2015	12	\$	12,915.00
		ANN251807A	BR-DCX-4002	NO EOS DATE	SVS-4OS	5/22/2014						

**Brocade Contact:**  
 MELISSA SORENSON  
 5000 NATHAN LANE  
 PLYMOUTH, MN 55442  
[mjsorens@brocade.com](mailto:mjsorens@brocade.com)  
 Tel: 651-463-1171

**Remit To:**  
 Brocade Communications Systems, Inc.  
 c/o Comerica Bank  
 P.O. Box 48026  
 San Jose, CA 95181  
 United States

Total Due for Support: \$412,977  
 Premier Environment Uplift: \$ -  
 Total Due for FQS: \$ -  
 Quote Total: \$412,977  
 USD

THIS COMMUNICATION IS NOT INTENDED AS AN OFFER, ACCEPTANCE OR CONFIRMATION OF A CONTRACT. A CONTRACT MAY ONLY BE FORMED WHEN BROCADE MAKES AN OFFER BY WAY OF A "SALES AGREEMENT" DRAFTED BY BROCADE, AND ANOTHER PARTY ACCEPTS BY EXECUTING THAT SALES AGREEMENT IN THE MANNER INVITED. IN THE EVENT THAT A COURT CONSTRUES THIS COMMUNICATION AS AN OFFER, ACCEPTANCE, OR CONFIRMATION OF A CONTRACT, BROCADE'S WILLINGNESS TO ENTER IN TO ANY CONTRACT IS EXPRESSLY CONDITIONAL ON THE OTHER PARTY'S ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN BROCADE'S SALES AGREEMENT, A COPY OF WHICH IS LOCATED AT [www.brocade.com/termsandconditions](http://www.brocade.com/termsandconditions). BROCADE EXPRESSLY OBJECTS TO ANY TERMS THAT ARE ADDITIONAL OR DIFFERENT FROM THOSE CONTAINED IN BROCADE'S SALES AGREEMENT. ANY TERMS THAT ARE ADDITIONAL OR DIFFERENT FROM THOSE CONTAINED IN BROCADE'S SALES AGREEMENT MAY ONLY BECOME PART OF A CONTRACT BY WAY OF A SEPARATE WRITING, SIGNED BY BOTH PARTIES.

THE PRICE(S) QUOTED HEREIN ARE EXCLUSIVE OF ANY APPLICABLE FEDERAL, STATE AND LOCAL TAXES.

END OF SUPPORT - LAST DAY BROCADE WILL SUPPORT THIS PRODUCT.

CUSTOMER MAY CANCEL SUPPORT SERVICES AT ANY TIME ON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO BROCADE. IN SUCH EVENT, BROCADE SHALL CREDIT ANY SUPPORT FEES PREPAID FOR THE PERIOD AFTER SUCH TERMINATION, LESS ANY PREPAYMENT OR MULTI-YEAR DISCOUNT TAKEN TO WHICH CUSTOMER IS NO LONGER ENTITLED. NOTWITHSTANDING THE FOREGOING, UNLESS OTHERWISE EXPRESSLY QUOTED BY BROCADE, CHARGES APPLICABLE TO A SUPPORT ACCOUNT MANAGER ("SAM") AND ON-SITE ENGINEER ("OSE") ARE NON-REFUNDABLE IN THE EVENT THAT SUPPORT SERVICES ARE CANCELLED BY CUSTOMER.

SUPPORT TERM: THE INITIAL TERM APPLICABLE TO EACH SUPPORT QUOTATION WILL BEGIN (1) IN THE CASE OF NEWLY ACQUIRED PRODUCTS, ON THE DATE OF SHIPMENT; OR (2) IN THE CASE OF PREVIOUSLY SHIPPED PRODUCTS, ON THE EFFECTIVE DATE SPECIFIED ON BROCADE'S QUOTATION, AND SUCH SERVICES SHALL CONTINUE THROUGH THE TERM STATED ON THE QUOTATION.

Support Levels	Telephone Support	Web-based Resources	Substantive Releases	Hardware Repair
4-Hour Onsite (4OS)	24x7	Unlimited	Bug Fixes & Updates	20x7, 4-Hr / Parts & Labor
8-Hour Onsite (8OS)	24x7	Unlimited	Bug Fixes & Updates	24x7, 4-Hr / Parts Only
Next Business Day Onsite (NDO)	24x7	Unlimited	Bug Fixes & Updates	Bus, Next Business Day / Parts & Labor
Next Business Day Parts (NDP)	24x7	Unlimited	Bug Fixes & Updates	Bus, Next Business Day / Parts Only
Return to Factory (RTF)	24x7	Unlimited	Bug Fixes & Updates	Repaired hardware shipped within 6 days
Remote Support (RM)	24x7	Unlimited	Bug Fixes & Updates	None
Application SW Support (ASW)	24x7	Unlimited	Bug Fixes & Updates	Not Applicable
Supplemental Support (SEMANIT)	24x7	Unlimited	Bug Fixes & Updates	None

Table 2, Item 8

### Price Quotation



Joseph Gill  
Insight Investments, LLC  
611 Anton Blvd, Suite 700  
Costa Mesa, CA 92626  
Phone: (714) 939-2355 Fax: (714) 939-2397  
Email: jgill@insightinvestments.com

Part Number	Product Description	Ext. Qty	Net Price	Ext. Net Price
CS-A2-4R	SupportEdge Standard Part Replace 4hr, FAS3170, Post Warranty Serial Number: 700000029569	1	\$37,419.51	\$37,419.51

Service Period Duration: 12 Months  
Service Period Start Date: 07/01/2013  
Service Address: 6060 Avion Dr. Los Angeles 90045 CA

System Details: Product	Qty	EOSL Date
FAS3170.OS.-C.R5	1	03/31/2017
Nearstore Software.T5.-C	1	
SnapMirror Software.T5.-C	1	
SnapRestore Software.T5.-C	1	
CIFS Software.T5.-C	1	
FCP Software.T5.-C	1	
iSCSI Software.T5.-C	1	
A-SIS Deduplication Software.T5.-C	1	
NFS Software.T5.-C	1	
DS14MK2 SHLF.14.0TB SATA.-C.R5	4	

Parts will lose support after EOSL date.

**GRAND TOTAL: \$108,278.66**

**Terms and Conditions:**

**Master Sales and Services Agreement:** Customer will purchase the Equipment and Services and acquire the Software pursuant to the Master Sales and Services Agreement No. Upon acceptance by Customer, this Price Quotation shall be deemed a Schedule to the Master Sales and Services Agreement and will incorporate the terms and conditions set forth therein.

This transaction is exclusive of applicable tax, maintenance, labor and in/out costs unless otherwise noted.

**The pricing information and terms set forth in this Price Quotation is CONFIDENTIAL between IIS and Customer and may not be distributed to third parties without the prior written consent of IIS.**

Please indicate your acceptance of the terms of this Price Quotation by having an authorized signer sign in the space below. Your signature is your commitment to purchase the Equipment and Services and acquire the Software identified above and IIS shall, in reliance upon this commitment, acquire the Equipment described herein for the sole purpose of selling such Equipment to you. Furthermore, by accepting this offer you are agreeing to execute and return to IIS all documentation necessary to complete this transaction within 7 days of receipt by you. Additionally, acceptance of this agreement will be contingent upon final credit review and approval by management at our corporate offices in Costa Mesa, California.

Sincerely,  
  
Joseph Gill  
Sr. Account Executive

Agreed to and Accepted by:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Applicable sales tax will be charged to shipments in the USA, if exemption certification is not received. Submit a completed certificate of tax exemption for each state where purchases are tax-exempt.

Price Quote Schedule to MSSA  
Revision Date: 10/2011

Table 2, ITEM 9

Price Quotation



Joseph Gill  
Insight Investments, LLC  
611 Anton Blvd, Suite 700  
Costa Mesa, CA 92628  
Phone: (714) 939-2355 Fax: (714) 939-2397  
Email: jgill@insightinvestments.com

To: En Pointe Technologies - for LAWA RFB 113-057  
18701 S. Figueroa St  
Gardena, CA 90248

Attn: Bob OConnor  
Phone: 310-337-5202  
Email: bocconnor@enpointe.com

Quote Date: 6/19/13

Quote Valid Until: 7/17/13

Quote Number: APP14613-JGD

FCA: Origin

Terms: Net 30

Comments to Customer: This is a support renewal quote for the NetApp product that you requested.

Part Number	Product Description	Ext. Qty	Net Price	Ext. Net Price
CS-O2-4HR	SupportEdge Premium 4hr Onsite, FAS3170A, Post Warranty Serial Number: 700000028357,700000028369	2	\$35,429.57	\$70,859.14

Service Period Duration: 12 Months  
Service Period Start Date: 07/01/2013  
Service Address: 6060 Avlon Dr Los Angeles 90045 CA

System Details: Product	Qty	EOSL Date
FAS3170A,IB,ACT-ACT,OS,-C,R5	2	03/31/2017
CFO Software,B,T5C,-C	2	
NFS Software,T5C,-C	2	
iSCSI Software,T5C,-C	2	
SnapMirror Software,T5C,-C	2	
SnapRestore Software,T5C,-C	2	
FCP Software,T5C,-C	2	
FlexClone Software,T5C,-C	2	
MultiStore Software,T5C,-C	2	
NearStore Software,T5C,-C	2	
A-SIS Deduplication Software,T5C,-C	2	
CIFS Software,T5C,-C	2	
DS14MK2 SHLF,14.0TB SATA,-C,R5	6	
DS14MK4 SHLF,ACPS,14x600GB,15K HDD,ESH4,-C,R5	1	

Parts will lose support after EOSL date.

Applicable sales tax will be charged to shipments in the USA, if exemption certification is not received. Submit a completed certificate of tax exemption for each state where purchases are tax-exempt.

Price Quote Schedule to MSSA  
Revision Date: 10/2011

OConnor, Bob

Table 2.

From: laura.pino@ingrammicro.com  
 Sent: Tuesday, June 18, 2013 2:37 PM  
 To: OConnor, Bob  
 Cc: Yunus, Imran; Robinsen, Raphael; Dupa, Lenny  
 Subject: Quote from Ingram Micro #5705981-22920729 for wsca-lawa\_HP Maint Care Packs  
 Attachments: HP WSCA Indirect Quote for LAWA RFB - HP Care Packs.msg



Quote #5705981-22920729 To ensure fastest and most accurate processing of your order, please provide the quote# at the time of

customer name: En Pointe Technologies

EU Name: wsca-lawa

price deviation #: 89901427

customer question: pricing per wsca big deal

Please quote HP-WSCA indirect prices for the HP Care Pack part numbers listed on the attached.

solution comments: no promotions are used in this pricing. wsca big deal pricing only  
 additional information may be needed at time of order to process correctly

solution products:

Configuration :: Default

EU Name	SKU	Manufacturer	Mfr. Part #	Qty	Description	Discount	AvaQty	MSRP	Ext MSRP	Price Ea.	Ext. Price
						<u>Discount included in price:</u> Instant Rebate Amount: \$25.00 Discount Expiration Date: 7/31/2013 Customer Limit: 0 Ingram Limit: 47					
LC8871	HEWLETT PACKARD - SERVICES	HQ531PE	10	DL360 G8 HW Product stocked by manufacturer. Delivery times vary.		0	\$582.00	\$5,820.00	\$416.88	\$4,168.80	
											ITEM #0
DJ1200	HEWLETT PACKARD - SERVICES	UR439PE	11	1YR PW SUP 24X7 4HR PROLIANT DL680G5 HW Product stocked by manufacturer. Delivery times vary.		0	\$1,374.00	\$16,114.00	\$1,018.78	\$11,184.36	
											Item #1
Q87888	HEWLETT PACKARD - SERVICES	UE491PE	12	1YR PW 4HR 24X7 C7000 ENCLOSURE HW SUP Product stocked by manufacturer. Delivery times vary.		0	\$878.00	\$11,738.00	\$723.72	\$8,884.64	
											Item #2

NB1126	HEWLETT PACKARD - SERVICES	U0J44PE	13	1YR POST WARR 24X7 4HR PROLIANT BL480C G6 HW Product stocked by manufacturer. Delivery times vary.	0	\$395.00	\$5,135.00	\$292.30	\$3,799.80
						<i>John B</i>			
						<b>Sub - Total: \$37,605.00</b>			<b>\$27,827.70</b> or lease for \$948/month*
<b>Alternate Item - Total:</b>				0		<b>\$0.00</b>		<b>\$0.00</b>	
<b>TOTAL</b>				<b>46</b>		<b>\$37,605.00</b>		<b>\$27,827.70</b>	

**ordering information:**

To order the above products, you may

- Place your order online at <http://www.ingrammicro.com>
- Respond to this email and specify:
  - o The products and quantities to be ordered
  - o Your PO number
  - o Your fax number
  - o Shipping Instructions
  - o End user PO number
  - o End user license, contract or authorization number
  - o End user company name
  - o End user address
  - o End user contact
  - o End user contact email address
  - o End user contact phone number
  - o End user contact fax number
- Call us at 1.800.456.8000

**Thank you for your order!**

This offer to sell the listed product(s) is subject to product availability and Ingram Micro's standard terms and conditions that are published on <http://www.ingrammicro.com>. Prices are change without notice in the event the products manufacturer/publisher raises the price to Ingram Micro. Please contact the Ingram Micro Sales desk at 1.800.456.8000 if you have any questions.

**\* leasing information**

**Think payment, not price! Leasing can help your customer make the purchase and help you make the sale.**

- [Learn more](#) about Ingram Micro Leasing
- To apply for leasing, call toll free 1.877.877.0035 or forward this message to [financialservices@ingrammicro.com](mailto:financialservices@ingrammicro.com)

Lease pricing is intended to be a good faith estimate and is being used for marketing purposes only. The actual rate and payment amount may vary, and is subject to credit approval if any terms and conditions that may be required.

If you do not wish to receive promotional materials from Ingram Micro via e-mail, please, go to <http://www.ingrammicro.com/emailmgmt> or reply to this message and type unsubscribe in the subject - Ingram Micro Inc. - Corporate Headquarters, 1600 E. St. Andrew Place, Santa Ana, CA 92705 This email may contain material that is confidential, and proprietary to Ingram Micro, for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.





**EMC Maintenance Quote**

*Table 2*

Quote Date:  
Quote Number:  
Version Number:

19-JUN-2013  
2059320-325947  
VF

Currency: USD

EMC Corporation  
2841 Mission College Boulevard  
Santa Clara, CA 95054

Sales Rep Name:  
Lyndsey Robison  
Lyndsey.Robison@emc.com  
(PH) (615) 733-2641

Sarbanes Oxley Requirement: The above Quote Number is REQUIRED on your PO

[www.emc.com](http://www.emc.com)

Quote Tax Contact:

Quote To Customer:

Part No:

LAWA-INFORMATION TECHNOLO

INGRAM MICRO

Install at Party Number: 72017724

Install at: LAWLA-INFORMATION TECHNOLO, 7408 WORLDWAY W, LOS ANGELES, CA, US

Item No	Part No	Part Description	Unit Price	Quantity	Start Date	End Date	Amount	Amount		
700180175R1	632232451	0F-6507723	DD060-12TB	SYSTEM; D0660-12TB; NFS; CIFS	ENHANCED SYSTEM SUPPORT (DO)	1	16-Jun-2012	15-Jun-2013	5,750.00	5,750.00
700180175R1	632232441	SHJUS24004E0BYC	C-84-DC	OPTION; E820; 8TB STORSHLP; DUALCTL; REFURB	ENHANCED SYSTEM SUPPORT (DO)	1	16-Jun-2012	15-Jun-2013	2,625.00	1,772.31
								<b>TOTAL:</b>		<b>7,422.31</b>

**TOTAL: 7,422.31**

Comments

\*AEM ID = Automated Entitlement Management

The specific descriptions of the Product Warranty, Maintenance, and Use Rights can be found at:

<http://www.emc.com/products/warehousing/maintenance/notes.htm>



June 4, 2013

**En Pointe Technologies Sales Inc dba En Pointe Technologies**  
18701 S Figueroa St  
Gardena, CA 90248-4506

TO WHOM IT MAY CONCERN:

**En Pointe Technologies Sales Inc dba En Pointe Technologies** doing business at 18701 S Figueroa St Gardena, CA 90248-4506 has been an HP Authorized Reseller since 3/12/2004.

The Product Authorizations include:

- Open Distribution** - Print supplies and PDA's.
- US HP Partner Agreement** - (Desktops, laptops, workstations, printers and ISS Products)
- US Agent Addendum**
- Internal Purchase Program Addendum**
- Authorized Business Solution Partner Addendum**
- ASP Addendum**
- ASMP Addendum**
- Medical Archive Solutions authorization**
- Authorized Solution Sales Partner**

-**Storage Select Class Products (EVA4000 – P4000)** (Central, Great Lakes, Northeast, Southeast : Specialty Implementor for New Accounts and SMB Segment USA: Only for the following End Users: Qwest Communications)

-**Enterprise StorageWorks** (Central, Great Lakes, West: Solution Implementor USA: Only for the following End Users: Qwest Communications)

-**StorageWorks XP** (Central, Great Lakes, West: Solution Implementor USA: Only for the following End Users: Qwest Communications)

-**MAS** (Central, Great Lakes, West: Solution Implementor USA: Only for the following End Users: Qwest Communications)

-**UX Servers (Includes any UX Servers, Integrity Servers running UX, Linux and Windows 8-way and above, & Integrity running OpenVMS)** (Central, West: Solution Implementor Great Lakes: Specialty Implementor for SMB Segment USA: Only for the following End Users: Qwest Communications)

-**Enterprise Integrity Servers Win/Lin** (Central, West: Solution Implementor Great Lakes: Specialty Implementor for SMB Segment USA: Only for the following End Users: Qwest Communications)

-**Integrity Servers for OpenVMS** (Central, West: Solution Implementor Great Lakes: Specialty Implementor for SMB Segment USA: Only for the following EndUsers:QwestCommunications)

-**UX Workstations Sales** (West: Solution Implementor)

-**Qualified Software** (US: Solution Implementor)

-**HP Enterprise Networking** (Central, Great Lakes, Northeast, Southeast, West. USA: Only for The following End Users: Qwest Communications)

This Reseller markets solutions incorporating HP Commercial Products in the United States and believes in providing end-user satisfaction through sales, and ongoing warranty support.

Thank you for your interest in HP and **En Pointe Technologies Sales Inc dba En Pointe Technologies**

Sincerely,

**Hewlett-Packard Company**  
**Americas Partner Contracts and Compliance**

Lenovo Group Limited, Americas  
RM 2J17 - 5221 PARAMOUNT PKWY  
MORRISVILLE, NC 27560 US



June 11, 2013

Mr. Robin Larocco

**En Pointe Technologies Sales, Inc.**

18701 S. Figueroa Street  
Gardena, CA  
90248-4506

**SAP ID 1213378613**

Re: Lenovo Reseller Program

To whom it may concern:

This is to confirm that **En Pointe Technologies Sales, Inc.** is an authorized Lenovo Reseller who is located at the above address. Lenovo personal computer products include ThinkCentre desktops, ThinkPad notebooks, ThinkVision monitors, ThinkStation workstations, ThinkServer servers, related PC accessories and options, IdeaPad notebooks, desktops, Ideacenter, Essential products and related Lenovo branded Visuals & Options.

Sincerely,

**Nicolás De Carli**  
decarlin@lenovo.com  
Business Partner Selection  
Lenovo Argentina  
México 2051.3º Piso - Martínez  
Buenos Aires, Argentina.



# Quantum.

Quantum Corporation  
141 Innovation Drive  
Irvine, CA 92617  
[www.quantum.com](http://www.quantum.com)

June 18, 2013

To Whom It May Concern:

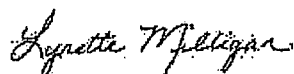
This letter confirms that En Pointe Technologies is a bona fide reseller of the products manufactured by Quantum, and is approved as an authorized Quantum reseller in the Quantum Alliance Partner program. The reseller is authorized to submit an offer, in response to the solicitation.

Authorized Reseller: En Pointe Technologies  
18701 S. Figueroa Street  
Gardena, CA 90248-4506  
[www.enpointe.com](http://www.enpointe.com)

Product may be purchased by En Pointe Technologies through one of Quantum's authorized distributors.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Lynette Milligan  
Quantum Corporation  
Field Channel Marketing Manager  
(425) 201-1504  
[lynette.milligan@quantum.com](mailto:lynette.milligan@quantum.com)



June 1, 2013

To Whom it Concerns;

EnPointe Technologies is an authorized Signature level EMC value-added reseller. As such they have met or exceeded technical and sales compliance certifications and sell the full line of EMC products and services throughout North America. If you have specific questions about their EMC authorization please feel free to call or email me. Thank you!

John Ford  
Partner Development Manager  
Southern California  
[john.ford2@emc.com](mailto:john.ford2@emc.com)  
949-677-7606



**MANUFACTURER'S AUTHORIZATION FORM**

Date: May 30, 2013

To: LAWA

Subject: \_\_\_\_\_

Cisco Systems, Inc., a company duly organized under the laws of the State of California of the United States, having its principal place of business at 170 W. Tasman Drive, San Jose, CA 95134-1706, USA ("Cisco"), who is a provider of networking products and services, hereby confirms that, as of the date of this letter, En Pointe Technologies ("Partner") wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of Cisco Products and/or Services which entitles Partner to do the following:

- (1) resell and/or distribute Cisco products and/or services in USA to end users within that territory;
- (2) bid, negotiate and conclude a contract with you for the above products/services manufactured or supplied by Cisco. The Partner is an independent contractor and has no authority to commit and/or bind Cisco or its affiliates in any way.

Cisco will, within the scope of its agreement with its authorized channels, provide support and product warranty services for Cisco products obtained through its authorized channels.

This Authorization shall be as of the date appearing at the top of this letter and for six (6) weeks from such date.

If you need any additional information, please do not hesitate to contact Jennifer Haas at 425-829-6509. For more information about Cisco's channel partner program, please visit the following URL: <http://www.cisco.com/web/partners/index.html>.

Duly authorized to sign this authorization for and on behalf of: **Cisco Systems, Inc.**

 Brian Fukuhara, V.P., Finance



May 31, 2013

Subject: Brocade Registered Reseller

To Whom It May Concern,

Brocade develops extraordinary networking solutions that enable today's complex, data-intensive businesses to optimize information connectivity and maximize the business value of their data. Brocade sells its products through OEM relationships, distributors and resellers.

This serves to confirm that as of the date of this letter, EnPointe Technologies has registered as a partner on the MyBrocade Partner Portal. As a registered partner, EnPointe Technologies is able to prepare and submit proposals in response to bids, to the extent the proposal submitted includes products and solutions manufactured by Brocade.

Sincerely,

Regan McGrath  
Vice President, Global Channel Sales & Marketing  
Brocade Communications Systems, Inc.

Brocade Communications Systems, Inc.  
130 Holger Way.,  
San Jose, CA 95134, U.S.A  
T. 408.333.8000 F. 408.333.8101  
www.brocade.com

Brocade Communications Switzerland Sàrl  
29, rte de l'Aéroport, CP 105, 1215  
Geneva 15, Switzerland  
T +41 22 799 56 40 F +41 22 799 56 4  
Company Register n° CH-660-9280004-4  
VAT n° 638 132



**NetApp**

www.netapp.com

703.918.7200 Tel  
703.918.7301 Fax

1921 Gallows Road  
Suite 600  
Vienna, VA 22182

June 17, 2013

Kathy Perez  
Vice President Public Sector  
En Pointe Technologies, Inc.  
18701 S. Figueroa Street  
Gardenia, CA 90248-4506

REF: Letter of Authority for Los Angeles World Airports (LAWA) RFP SOLICITATION NO. 113-057

Dear Ms. Perez,

NetApp, Inc. ("NetApp") affirms that **En Pointe Technologies, Inc.** ("En Pointe") is an authorized reseller of NetApp products and services in the SLED market.

NetApp hereby guarantees En Pointe a nonexclusive source of supply for all the products and services ("Products") listed in NetApp's North America Price List for the above-referenced **LAWA Solicitation No. 113-057** ("Contract") beginning on the date wherein NetApp Products are added to the Contract and for the duration of the Contract and any extensions thereof, subject to the conditions below.

En Pointe must at all times be a NetApp reseller in good standing. If for any reason En Pointe's contract with NetApp lapses or is terminated, the authorization under this letter shall immediately be revoked and En Pointe shall work to remove its listing of NetApp products and services from the Contract.

NetApp hereby certifies that all Products proposed for inclusion on the Contract or any subsequent Contract modification are commercial-off-the-shelf ("COTS") products and services developed entirely at private expense; are of a type customarily used by the general public for purposes other than governmental purposes; and are sold, leased, or licensed in the course of normal business operations to the general public. Company shall not extend to Contract end-users any rights to NetApp's intellectual property beyond those expressly authorized by NetApp.

NetApp hereby agrees that during the contract period or any extension thereof, all Products will be covered by the standard commercial warranty applicable to the offered Product.

NetApp reserves the right to discontinue obsolete Products (Products that have reached "End of Life") and will use commercially reasonable efforts to provide thirty (30) days prior notice of such obsolescence to En Pointe. NetApp will continue to provide support for such Products for five (5) years following their End of Life; the scope of such support which may be limited in NetApp's sole discretion.

NetApp will provide Standard Pricing for Products made available for inclusion on the Contract. Note: NetApp's Standard Pricing provides a small incremental discount to the pricing offered through Arrow's GSA Schedule 70 pricing (inclusive of applicable fees). Please contact your distributor for more details on Standard Pricing. Note that Registered Pricing may be available for selected sales opportunities completed under the Contract following award provided that all the Registration criteria are met for the opportunity.

NetApp reserves the right, for any reason, to cancel this letter of supply, either in whole or in part, upon thirty (30) days' written notice.



**NetApp**

Manufacturers Name:  
Point of Contact:  
Alternate Point of Contact:  
Address:  
Telephone:  
Fax:  
NetApp Dun and Bradstreet No:

NetApp, Inc.  
Denise Orosco, SLED Sales Operations Manager  
Tom Mihich, US Public Sector Director of Operations  
495 E. Java Drive, Sunnyvale, CA 94089, USA  
408-822-6000  
703-918-7301  
80-205-4742

Sincerely,

Tom Mihich  
Senior Director of Sales Operations  
NetApp US Public Sector, Inc.

# NEC

500 Park Blvd, Suite 1100  
Itasca, IL 60143  
[www.necdisplay.com](http://www.necdisplay.com)

June 12, 2013

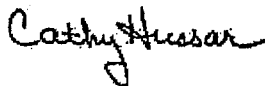
Mike Simpson  
En Pointe Technologies  
18701 S. Figueroa Street  
Gardena, CA 90248-4506

To Whom It May Concern:

This letter is to serve as notification that En Pointe Technologies located in Gardena, CA is a reseller who can purchase NEC Display products through our authorized distributors and resell the NEC Display Solutions product line.

The product line encompasses LCD, PIPD, Large Format Display Monitors and Projectors. All products and warranty information is listed on our website at [www.necdisplay.com](http://www.necdisplay.com).

Sincerely,



Cathy Hussar  
Manager of Business Operations  
NEC Display Solutions of America, Inc.



May 30, 2013

En Pointe Technologies  
18701 S. Figueroa Street  
Gardena, CA 90248-4506

RE: Letter of Authorization

To Whom It May Concern:

ViewSonic Corporation ("ViewSonic") is a worldwide provider of Visual Display Technology™ products under the brand name of ViewSonic. ViewSonic does not have a reseller authorization program, as its products are generally available through distribution on the open market to all resellers.

This letter is to certify that En Pointe Technologies, with offices located at 18701 S. Figueroa Street, Gardena, CA 90248-4506 is authorized to sell ViewSonic products as a registered member of ViewSonic's Finch Club™ Reseller Partner Program. In order to become a member of this program, the reseller must submit documentation demonstrating to ViewSonic's satisfaction that they are licensed to conduct business in a particular state or province. The contract between the parties entitles the reseller access to special programs and benefits offered by ViewSonic, including marketing and technical support and warranty.

By providing this letter, ViewSonic does not intend to be legally bound by the terms and conditions of any Request for Proposal, Request for Quotation, Contract, or any other legally binding document.

Any questions relating to ViewSonic's products should be directed to Cheryl Badley at (909) 500-4551.

Sincerely,

Sung Yi  
CFO

**ViewSonic Corporation**  
381 Brea Canyon Road, Walnut, California 91789  
<http://www.viewsonic.com>

**ADMINISTRATIVE REQUIREMENTS PACKET**  
**RFB No. 113-057**

Checklist

## Administrative Requirements Checklist

**BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED**

### 1. VENDOR IDENTIFICATION FORM

- Is the required Vendor Identification Form completed and signed?
- Is the BTRC/VRN number provided?
- Is the EEO contact information provided?
- Is the list of previous City contracts attached? (if applicable)
- Is the Form enclosed in the Packet?

### 2. AFFIDAVIT OF NON-COLLUSION

- Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- Is the Affidavit notarized?
- Is the Affidavit enclosed in the Packet?

**Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

### 3. BID/PROPOSAL BOND

- Is the "Instructions for Bid/Proposal Bond Form" completed?

**Select A, B, or C, as applicable:**

#### A. Certified Check

- Is the amount of the certified check at least 10% of the total amount of your bid/proposal?
- Is the certified check attached to the Instructions form and enclosed in the Packet?

#### B. Cashier's Check

- Is the amount of the cashier's check at least 10% of the total amount of your bid/proposal?
- Is the cashier's check attached to the Instructions form and enclosed in the Packet?

#### C. Surety Bond

- Is the amount of the bond at least 10% of the total amount of your bid/proposal?
- Is the bond completed and signed by the surety company?
- If a corporation, is the corporate seal affixed to the bond?
- Is the surety bond attached to the Instructions form and enclosed in the Packet?

**Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

**4. BIDDER CONTRIBUTIONS**

- Is the required Bidder Contribution CEC Form 55 completed and signed?  
 Is the Form enclosed in the Packet?

**Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

**5. CONTRACTOR RESPONSIBILITY PROGRAM**

- Is the required "Contractor Responsibility Program Questionnaire" completed and signed?  
 Is the Questionnaire enclosed in the Packet?  
 Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?  
 Is the Pledge of Compliance enclosed in the Packet?

**6. MUNICIPAL LOBBYING ORDINANCE**

- Is the required Bidder Certification CEC Form 50 completed and signed?  
 Is the Certification enclosed in the Packet?

**THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:**

**7. AFFIRMATIVE ACTION**

- Have you read and agreed with the City of Los Angeles' Non-discrimination, Equal Employment and Affirmative Action provisions?

**8. ASSIGNMENT OF ANTI-TRUST CLAIMS**

- Have you read and agreed with California Government Code Sections 4550 – 4554?

**9. CHILD SUPPORT OBLIGATIONS**

- Have you read and agreed with Child Support Obligations provisions?

**10. FIRST SOURCE HIRING PROGRAM**

- Have you read and agreed with First Source Hiring Program provisions?

## 11. LIVING WAGE ORDINANCE

If you are claiming exemption from said Ordinances:



Is the appropriate Exemption form completed and signed?  
Is the Exemption form enclosed in the Packet?

### **IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:**

**Prime contractors** are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance

**Subcontractors** are required to submit to prime contractors, who then must submit to LAWA, when requested, the subcontractors' forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Contractor Responsibility Program Pledge of Compliance
- Insurance
- Living Wage Ordinance (exception form, if applicable)

# Vendor Identification Form



Current and Prior City of Los Angeles Contracts

Pursuant to City of Los Angeles Resolution No. 56, adopted July 21, 1998, Consultant shall submit a list entitled "Current and Prior City of Los Angeles Contracts", which shall state all City contracts held by the Consultant within the last ten (10) years.

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
DA-4301	Los Angeles World Airports	Nathan Look 424-646-5326	Aug 2008	Aug 2011	Purchase of Computers, LAWA Equipment and Services	\$9,000,000
47727	LA Dept of Water & Power	Guillermo Farias 213-367-1024	Dec 2007	Dec 2011	Computer equipment, software and maintenance	\$40,000,000
47029-1	LA Dept of Water & Power	Guillermo Farias 213-367-1024	April 2011	April 2014	Computer equipment, software and maintenance	\$35,000,000
39478	City of LA – Harbor Dept.	Lance Kaneshiro 310-732-3785	June 2008	July 2011	Computer equipment, software and maintenance	\$4,500,000
DA-4652	Los Angeles World Airports	Nathan Look 424-646-5326	Oct 2011	Sept 2012	Information Technology equipment, support and related products And services	\$5,020,000
39606	City of LA – Harbor Dept.	Lance Kaneshiro 310-732-3785	Sept 2011	Sept 2012	Computer hardware, network equipment and other related Equipment, software, supplies and services	\$1,800,000

**Affidavit of Non-Collusion**

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA )  
 ) ss.:  
COUNTY OF Los Angeles )

Wasi Ahmad Yousaf being first duly sworn, deposes and says:  
(Type or print name)  
that he or she is the Director of Operations of  
(Type or print title)  
En Pointe Technologies Sales, Inc., who submits herewith  
(Type or print name of company/firm)

to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Name: Wasi Ahmed Yousuf

Title: Director Of Operations

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public

(Notarial Seal)

**WARNING:** Bids will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and the notarial seal.

*Please see attached Jurat*

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 18 day of JUNE, 2013  
Date Month Year

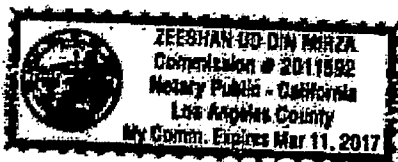
by  
 (1) Wasi Ahmed Yousaf  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and  
 (2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER #1**  
 Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**  
 Top of thumb here

**SIGNATURE BLOCK**


IN WITNESS WHEREOF, City has caused this Contract to be executed by the Executive Director of its Department of Airports and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the day and year first hereinabove written.

**APPROVED AS TO FORM:**

**CITY OF LOS ANGELES**

MICHAEL N. FEUER,  
City Attorney

Date: Sept 4, 2013

By:   
Deputy/Assistant City Attorney

Date:

  
By: 9/9/2013  
Executive Director  
Department of Airports


By:   
Wei Chi  
Deputy Executive Director  
Comptroller

ATTEST:

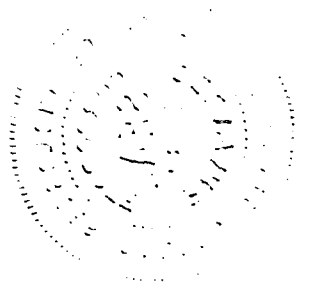
**EN POINTE TECHNOLOGIES  
SALES, INC.**

By: Javed Latif  
Signature (Secretary) CFO

JAVED LATIF  
Print Name

By:  8-19-13  
Signature COO SVP

SHAHZAD MUNAWWAR  
Print Name  
COO-SVP  
Print Title



# Affirmative Action

**Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Sections 10.8-10.13**

**Sec. 10.8. Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.**

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities, shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22,359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving nondiscrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Opportunity Program.

Section History: Based on Ord. No. 132,533, Eff. 7-25-66; Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00.

**Sec. 10.8.1. Definitions.**

The following definitions shall apply to the following terms used in this article:

**"Awarding Authority"** means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles.

**"Contract"** means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

**"Contractor"** means any person, firm, corporation, partnership, or any combination thereof, who submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

**"Domestic partners"** means, for purposes of this Article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with a internal registry maintained by an employer of at least one of the domestic partners.

**"Employment Practices"** means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension, or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

**"Office of Contract Compliance"** is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

**"Subcontractor"** means any person, firm or corporation or partnership, or any combination thereof who enters into a contract with a contractor to perform or provide a portion or part of any contract with the City.

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-88; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,809, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03.

**Sec. 10.8.1.1. Summary of Thresholds.**

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

**Non-discrimination Practices** as outlined in Section 10.8.2 of this Code, apply to all contracts.

**Equal Employment Practices** as outlined in Section 10.8.3 of this Code, apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

**Affirmative Action Program** as outlined in Sections 10.8.4 and 10.13 of this Code, applies to all Construction Contracts of \$5,000 or more and all non-Construction Contracts of \$100,000 or more.

Section History: Added by Ord. No. 173,186, Eff. 5-22-00.

**Sec. 10.8.2. All Contracts: Non-discrimination Clause.**

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los

Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Section History: Added by Ord. No. 172,908, Eff. 1-8-00; Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04.

### **Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

**A.** During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

**B.** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

**C.** As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

**D.** The contractor shall permit access to and may be required to provide certified copies of all of his or her records

pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

**E.** The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

**F.** Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

**G.** Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

**H.** The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

**I.** Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

**J.** At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

**K.** Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

#### Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such contract:

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by

the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve

or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract

Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Section History: Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,265, Eff. 6-26-00, Oper. 7-1-00.

# Assignment of Anti-Trust Claims

## **GOVERNMENT CODE**

### **SECTION 4550-4554**

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

**Bid Bond**

**INSTRUCTIONS FOR BID/PROPOSAL BOND FORM**

(Return completed and attached to bond or check)

1. **General Information**

In order for your bid/proposal bond or deposit to be acceptable to the City of Los Angeles, Department of Airports, every bidder/proposer must comply with Los Angeles City Charter Section 371 (d), and Los Angeles Administrative Code Division 10; Chapter 1; Article 2; Section 10.15(d), which requires that the bid/proposal be accompanied by one of the following (please check whichever you are using):

- (a) Certified check issued by a bank in the City of Los Angeles
- (b) Cashier's check issued by a bank
- (c) Surety bond by corporate surety company ("bid/proposal bond")  
If a surety bond is used, please read and complete #3 carefully.

2. **Amount**

The amount of the bid/proposal bond or deposit shall be in the amount of \$400,000.

3. **Bid/Proposal Bond Execution**

The following steps must be completed when submitting a bid/proposal bond. Please note that personal sureties are not acceptable. **YOU ARE REQUIRED TO USE THE BOND FORM ATTACHED TO THESE INSTRUCTIONS.** To make certain your bid is deemed responsive, please check each step as completed:

**REQUIREMENTS FOR THE BIDDER/PROPOSER**

- Bidder/Proposer must sign the bid/proposal bond form.
- The signature of the bidder/proposer must be notarized.
- If the bidder/proposer is a corporation, the corporate seal must be affixed to the bond.
- If the bidder is a partnership, there must be two notarized partnership signatures on the bond form.

**REQUIREMENT FOR THE SURETY BONDING COMPANY**

- The corporate seal of the surety must be affixed to the bond.
- The Attorney-in-Fact for the surety bonding company must sign the surety bond.
- The signature from the Attorney-in-Fact must be notarized.
- A Power of Attorney from the surety company must be affixed to the bond.

The bond, unless otherwise stated in the Instructions to Bidders/Proposer, **MUST BE ON THE FORM ATTACHED TO THESE INSTRUCTIONS.**

4. **BOND FORM:** (Please check each box)

THE BID/PROPOSAL BOND FORM MUST BE THE ATTACHED FORFEITURE BOND, NOT A "DAMAGES ONLY" BOND.

IF YOUR COMPANY USES A NON-CITY BID BOND FORM (SUCH AS THE "AIA BID BOND FORM") WHICH PROVIDES FOR "DAMAGES ONLY", **IT WILL BE REJECTED.**

THE CITY REQUIRES THAT BIDDERS/PROPOSERS USE THE ATTACHED BID/PROPOSAL BOND FORM.

BY SIGNING THE CITY BOND FORM, THE SURETY AGREES TO PAY 10% OF THE BID/PROPOSAL AMOUNT TO THE CITY, OR SUCH OTHER AMOUNT THAT CITY REQUIRES IN THE NOTICE INVITING BIDS/PROPOSALS, UPON THE BIDDER'S/PROPOSER'S FAILURE TO ENTER INTO THE CONTRACT, AND/OR, FAILURE TO PROVIDE AND EXECUTE SUCH OTHER BONDS AS ARE SPECIFIED IN THE NOTICE INVITING BIDS OR PROPOSALS.

BID BOND  
(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, authorized  
and licensed to transact business in the State of California, as Surety, do hereby acknowledge  
ourselves to be held and obligated as joint Obligors to the CITY OF LOS ANGELES,  
DEPARTMENT OF AIRPORTS, as Obligeo, in the sum of ten percent (10%) of the aggregate  
amount bid by the principal. Said Principal and Surety do hereby bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally by this bond.

WHEREAS, said Principal is about to submit to the Executive Director of the Department  
of Airports of the city of Los Angeles the foregoing bid or proposal for performance of the work  
therein mentioned, which includes the furnishing of all materials in compliance with the  
specifications and plans, if any, under the Notice Inviting Bids/Proposals from said Executive  
Director.

NOW, THEREFORE, if the bid or proposal of the Principal is accepted and awarded to  
said Principal by the Board of Airport Commissioners and if said Principal fails or neglects to  
enter into a contract and/or to execute the required bonds in connection with the contract within  
thirty (30) days after the contract is awarded to said Principal, then, the above-named Obligors  
shall pay to said Obligeo the aforementioned sum of ten percent (10%) of the aggregate  
amount bid, as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same,  
their legal representatives, successors, and assigns.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(CORP. SEAL)

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
Signature/Title

By: \_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
Attorney-in-Fact

(CORP. SEAL)  
Notary

**NOTE: ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED TO THIS BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE SURETY.**

# Bidder Contributions

# **ATTENTION:**

The following CEC Form 55 *must* be signed on page 3. If you fail to sign the form or if you submit an incomplete CEC Form 55, your proposal/bid will be deemed nonresponsive.



City Ethics Commission  
 200 N Spring Street  
 City Hall - 24th Floor  
 Los Angeles, CA 90012  
 Mall Stop 129  
 (213) 978-1880

## Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number):  
 113-057

Date Bid Submitted:  
 June 20, 2013

Description of Contract: Computer Equipment Purchase & Installation/Warranty Services for LAX,  
 VAN NUYS (VNY) and Ontario(ONT) Airports

Awarding Authority (Department): Purchasing Office

### BIDDER

Name: En Pointe Technologies Sales, Inc.

Address: 18701 S. Figueroa Street, Gardena, CA 90248-4506

Email (optional): lyunus@enpointe.com

Phone: 310-337-5908

State Contractor I.D.:

*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 I.D., 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: Bob Din Title: Chairman and CEO

Address: 18701 S. Figueroa Street, Gardena, CA 90248-4506

Name: Javed Latif Title: CFO

Address: 18701 S. Figueroa Street, Gardena, CA 90248-4506

Name: Michael Rapp Title: President

Address: 18701 S. Figueroa Street, Gardena, CA 90248-4506

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

additional sheets are attached.

Bidder is an individual with no principals.



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 878-1960

## Bidder Contributions 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 I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State Contractor I.D. (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.



City Ethics Commission  
 200 N Spring Street  
 City Hall - 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 878-1860

## Bidder Contributions CEC Form 55

### PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor'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 subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

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

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

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

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

### CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: June 20, 2013 Signature: \_\_\_\_\_

Name: Wasl Ahmed Yousof

Title: Director of Operations & IT

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*

# Child Support Obligations

## **Sec. 10.10. Child Support Assignment Orders.**

### **a. Definitions.**

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. **Report of Employees Names to District Attorney.**

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

## **SECTION HISTORY**

Added by Ord. No. 172,401, Eff.2-13-99.

# Contractor Responsibility Program



**A. OWNERSHIP AND NAME CHANGES**

1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

Yes       No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

1b. In the past five (5) years, has the owner of the sole proprietorship, or any partner in the partnership, or any officer of the corporation engaged in the same or similar type of business as the current firm?

Yes       No

If **Yes**, list on Attachment A the names of those firms.

**B. FINANCIAL RESOURCES AND RESPONSIBILITY**

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

Yes       No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

Yes       No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

Yes       No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

Yes       No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes       No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

**PERFORMANCE HISTORY**

7. In the past five (5) years, has your firm ever defaulted under a contract with a governmental entity or with a private individual or entity?

Yes       No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes       No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

Yes       No

If **Yes**, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

Yes       No

If **Yes**, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

#### COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

Yes       No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

Yes       No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

#### BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

Yes       No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

Yes       No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

**ATTACHMENT "A"**  
**FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E**

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Wasi Ahmed Yousaf/Director of Operations & IT  
Print Name, Title

  
Signature

June 20, 2013  
Date

**LOS ANGELES WORLD AIRPORTS  
CONTRACTOR RESPONSIBILITY PROGRAM  
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

En Pointe Technologies Sales, Inc. 5, Figueroa Street, Gardena, CA 90248-4506 Tel: 310-337-5200

Company Name, Address and Phone Number

  
Signature of Officer or Authorized Representative

June 20, 2013

Date

Wasil Ahmed Yousaf/Director of Operations & IT  
Print Name and Title of Officer or Authorized Representative

CRP Pledge

# Equal Benefits Ordinance

# Municipal Lobbying Ordinance



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mall Stop 12B  
 (213) 978-1960

## Bidder Certification CEC Form 50

Bid/Contract Number:  
 113-057

Department:  
 Purchasing Office

Name of Bidder: En Pointe Technologies Sales, Inc.

Phone: 310-337-5200 x5202

Address:  
 18701 S. Figueroa Street, Gardena, CA 90248-4506

Email:  
 wahmed@enpointe.com

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: June 20, 2013

Signature: 

Name: Wasi Ahmed Yousef

Title: Director of Operations & IT

*Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.*

**EBO COMPLIANCE**

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Phone: (213) 847-2625 E-mail: [bca.eoee@lacity.org](mailto:bca.eoee@lacity.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

Company Name: En Pointe Technologies Sales, Inc. BAVN Company ID # \_\_\_\_\_

Company Address: 18701 S. Figueroa Street

City: Gardena State: CA Zip: 90248-4506

Contact Person: Bob O'Connor Phone: 310-337-5202 E-mail: boconnor@enpointe.com

Approximate Number of Employees in the United States: 268

Approximate Number of Employees in the City of Los Angeles: \_\_\_\_\_

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

**Los Angeles Administrative Code § 10.40.1(h)**

- (h) "City Financial Assistance-Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1(i)**

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicensees;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.



EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
I provide no benefits.
I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
I provide equal benefits as required by the City of Los Angeles EBO.
I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)
Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

En Pointe Technologies Sales, Inc. will comply with the Equal Benefits Ordinance requirements
Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 20 day of June, in the year 2013, at Gardena, CA
Signature: Wasf Ahmed Yousaf
Mailing Address: 18701 S. Figueroa Street, Gardena, CA 90248-4506
City, State, Zip Code
Title: Director of Operations & IT
EIN/TIN: 95-4650291

# EXHIBIT B

Insurance

**INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS**

NAME: EN POINTE TECHNOLOGIES SALES, INC.  
 AGREEMENT / ACTIVITY: Computer equipment and supplies, manufacturer warranty/maintenance, and other related products and services.  
 TERM: Three years  
 LAWA DIVISION: IT Infrastructure

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All limits are per occurrence unless otherwise specified.

**LIMITS**

- |  |  |
|--|--|
| <p><input checked="" type="checkbox"/> Workers' Compensation (Statutory)/Employer's Liability<br/>                 (X) Voluntary Compensation Endorsement<br/>                 (X) Waiver of Subrogation, specifically naming LAWA<br/>                 (Please see attached supplement)</p> <p><input checked="" type="checkbox"/> Automobile Liability - covering owned, non-owned &amp; hired auto</p> <p><input checked="" type="checkbox"/> Aviation/Airport or Commercial General Liability, including the following coverage:<br/>                 (X) Premises and Operations<br/>                 (X) Contractual (Blanket/Schedule)<br/>                 (X) Independent Contractors<br/>                 (X) Personal Injury<br/>                 (X) Products /Completed Operations<br/>                 (X) Additional Insured Endorsement, specifically naming LAWA<br/>                 (Please see attached supplement).<br/>                 ( ) Explosion, Collapse &amp; Underground<br/>                 (required when work involves digging, excavation, grading or use of explosive materials.)<br/>                 ( ) Hangarkeepers Legal Liab. (At least at a limit of liability of \$ 1 million)</p> | <p><b><u>Statutory</u></b></p> <p><b><u>\$1,000,000 CSI</u></b></p> <p><b><u>\$1,000,000</u></b></p> |
|--|--|

Coverage for Hazardous Substances **\$ \*\*\***  
 \*\*\* If exposure exists; must meet contractual requirements

**CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.**

**INSURANCE COMPANIES WHICH DO NOT HAVE AN AMBEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY RISK MANAGEMENT.**

**PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE**

**INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS  
(SUPPLEMENT)**

The only evidence of insurance accepted will be either a Certificate of Insurance and/or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

- **Endorsements:**

1. Workers Compensation Waiver of Subrogation Endorsement  
(WC 04 03 06 or similar)
2. General Liability Additional Insured Endorsement  
(ISO Standard Endorsement)

\*\*\*\*All endorsements must specifically name in the schedule:

**The City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents.**

**A BLANKET/AUTOMATIC ENDORSEMENT AND/OR LANGUAGE ON A  
CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**

- A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

**EXHIBIT C**  
Equal Employment Practices

**LOS ANGELES ADMINISTRATIVE CODE**  
Div. 10, Ch. 1, Art. 1

**EQUAL EMPLOYMENT**

**Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has

not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two

years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

#### SECTION HISTORY

*Amended by: Ord. No.147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs C., Ord. No.168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No.173,285, Eff. 6-26-00, Oper. 7-1-00.*

# EXHIBIT D

Affirmative Action Program

# LOS ANGELES ADMINISTRATIVE CODE

## Div. 10, Ch. 1, Art. 1

### AFFIRMATIVE ACTION

#### Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such contract:

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or

proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding

authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to

the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

#### SECTION HISTORY

*Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.*

# EXHIBIT E

Child Support Orders

LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 1

CHILD SUPPORT

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. Mandatory Contract Provisions.

Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them

personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. Notice to Bidders.

Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. Current Contractor Compliance.

Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code § 5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. City's Compliance with California Family Code.

The City shall maintain its compliance with the provisions of California Family Code §§ 5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees' Names to District Attorney.

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

**SECTION HISTORY**

*Added by Ord. No. 172,401, Eff. 2-13-99.*

# EXHIBIT F

Living Wage Ordinance

# LOS ANGELES ADMINISTRATIVE CODE

Div. 10, Ch. 1, Art. 11

## LIVING WAGE ORDINANCE

### Sec. 10.37 Legislative Findings.

The City awards many contracts to private firms to provide services to the public and to City government. Many lessees or licensees of City property perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Experience indicates that procurement by contract of services has all too often resulted in the payment by service contractors to their employees of wages at or slightly above the minimum required by federal and state minimum wage laws. Such minimal compensation tends to inhibit the quantity and quality of services rendered by such employees to the City and to the public. Underpaying employees in this way fosters high turnover, absenteeism, and lackluster performance. Conversely, adequate compensation promotes amelioration of these undesirable conditions. Through this article the City intends to require service contractors to provide a minimum level of compensation that will improve the level of services rendered to and for the City.

The inadequate compensation typically paid today also fails to provide service employees with resources sufficient to afford life in Los Angeles. It is unacceptable that contracting decisions involving the expenditure of City funds should foster conditions placing a burden on limited social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In requiring the payment of a higher minimum level of compensation, this article benefits that interest.

Nothing less than the living wage should be paid by the recipients of City financial assistance themselves. Whether they be engaged in manufacturing or some other line of business, the City does not wish to foster an economic climate where a lesser wage is all that is offered to the working poor. The same adverse social consequences from such inadequate compensation emanate just as readily from manufacturing, for example, as service industries. This article is meant to protect these employees as well.

The City holds a proprietary interest in the work performed by many employees employed by lessees and licensees of City property and by their service contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by such businesses. Inadequate compensation of these employees adversely impacts the performance by the City's lessee or licensee and thereby does the same for the success of City operations. By the 1998 amendment to this article, recognition is given to the prominence of this interest at those facilities visited by the public on a frequent basis, including but not limited to, terminals at Los Angeles International Airport, Ports O'Call Village in San Pedro, and golf courses and recreation centers operated by the Department of Recreation and Parks. This article is meant to cover all such employees not expressly exempted.

Requiring payment of the living wage serves both proprietary and humanitarian concerns of the City. Primarily because of the latter concern and experience to date regarding the failure of some employers to honor their obligation to pay the living wage, the 1998 amendments introduce additional enforcement mechanisms to ensure compliance with this important obligation. Non-complying employers must now face the prospect of paying civil penalties, but only if they fail to cure non-compliance after having been given formal notice thereof. Where non-payment is the issue, employers who dispute determinations of non-compliance may avoid civil penalties as well by paying into a City holding

### EXHIBIT F LIVING WAGE ORDINANCE

account the monies in dispute. Employees should not fear retaliation, such as by losing their jobs, simply because they claim their right to the living wage, irrespective of the accuracy of the claim. The 1998 amendments strengthen the prohibition against retaliation to serve as a critical shield against such employer misconduct.

#### SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

#### Sec. 10.37.1 Definitions.

The following definitions shall apply throughout this article:

- (a) "Airport" means the Department of Airports and each of the airports which it operates.
- (b) "Airport Employer" means an Employer, as the term is defined in this section, at the Airport.
- (c) "Airport Employee" means an Employee, as the term is defined in this section, of an Airport Employer.
- (d) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or public lease or license, or, where there is no such subordinate or component entity or person, then the City or the City financial assistance recipient.
- (e) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles ("CRA"). The CRA is urged, however, to adopt a policy similar to that set forth in this article.
- (f) "City financial assistance recipient" means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial

assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

A recipient shall be exempted from application of this article if: (1) it is in its first year of existence, in which case the exemption shall last for one (1) year, (2) it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, or (3) it obtains a waiver as provided herein. A recipient - who employs the long-term unemployed or provides trainee positions intended to prepare employees for permanent positions, and who claims that compliance with this article would cause an economic hardship - may apply in writing to the City department or office administering such assistance, which department or office which shall forward such application and its recommended action on it to the

### EXHIBIT F LIVING WAGE ORDINANCE

City Council. Waivers shall be affected by Council resolution.

(g) "Contractor" means any person that enters into: (1) a service contract with the City, (2) a service contract with a proprietary lessee or licensee or sublessee or sublicensee, or (3) a contract with a City financial assistance recipient to assist the recipient in performing the work for which the assistance is being given. Vendors, such as service contractors, of City financial assistance recipients shall not be regarded as contractors except to the extent provided in Subsection (i).\*

\*Technical correction due to re-lettering of subsections: "Subsection (f)" corrected to "Subsection (i)".

(h) "Designated Administrative Agency (DAA)" means the Department of Public Works, Bureau of Contract Administration, who shall bear administrative responsibilities under this article.

(i) "Employee" means any person - who is not a managerial, supervisory, or confidential employee and who is not required to possess an occupational license - who is employed (1) as a service employee of a contractor or subcontractor on or under the authority of one or more service contracts and who expends any of his or her time thereon, including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; (2) as a service employee - of a public lessee or licensee, of a sublessee or sublicensee, or of a service contractor or subcontractor of a public lessee or licensee, or sublessee or sublicensee - who works on the leased or licensed premises; (3) by a City financial assistance recipient who expends at least half of his or her time on the funded project; or (4) by a service contractor or subcontractor of a City financial assistance recipient and who expends at least half of his or her time on the premises of the City financial assistance recipient directly involved with the activities funded by the City.

(j) "Employer" means any person who is a City financial assistance recipient, contractor, subcontractor, public lessee, public sublessee, public

licensee, or public sublicensee and who is required to have a business tax registration certificate by Los Angeles Municipal Code §§ 21.00 - 21.198 or successor ordinance or, if expressly exempted by the Code from such tax, would otherwise be subject to the tax but for such exemption; provided, however, that corporations organized under §501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. §501(c)(3), whose chief executive officer earns a salary which, when calculated on an hourly basis, is less than eight (8) times the lowest wage paid by the corporation, shall be exempted as to all employees other than child care workers.

(k) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(l) "Public lease or license".

(a) Except as provided in (l)(b)\*, "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

\*Technical correction due to re-lettering of subsections: "(i) (b)" corrected to "(l) (b)".

(1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or

(2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or

(3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

**EXHIBIT F  
LIVING WAGE  
ORDINANCE**

- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
- (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
- (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
- (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
- (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
- (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
- (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
- (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.
- (m) "Service contract" means a contract let to a contractor by the City primarily for the furnishing of services to or for the City (as opposed to the purchase of goods or other property or the leasing or renting of property) and that involves an expenditure in excess

of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months; but only where any of the following applies: (1) at least some of the services rendered are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) the DAA has determined in writing that coverage would further the proprietary interests of the City.

(n) "Subcontractor" means any person not an employee that enters into a contract (and that employs employees for such purpose) with (1) a contractor or subcontractor to assist the contractor in performing a service contract or (2) a contractor or subcontractor of a proprietary lessee or licensee or sublessee or sublicensee to perform or assist in performing services on the leased or licensed premises. Vendors, such as service contractors or subcontractors, of City financial assistance recipients shall not be regarded as subcontractors except to the extent provided in Subsection (i).\*

\*Technical correction due to re-lettering of subsections: "Subsection (f)" corrected to "Subsection (i)".

(o) "Willful violation" means that the employer knew of his, her, or its obligations under this article and deliberately failed or refused to comply with its provisions.

## SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (e), Ord. No. 176,155, Eff. 9-22-04; Subsec. (e), Ord. No. 176,283, Eff. 12-25-04, Oper. 9-22-04; Subsecs. (a) through (l) re-lettered (d) through (o), respectively and new Subsecs. (a), (b), and (c) added, Ord. No. 180,877, Eff. 10-19-09.*

### Sec. 10.37.2 Payment of Minimum Compensation to Employees.

(a) Wages. Employers shall pay Employees a wage of no less than the hourly rates set under the authority of this article. The initial rates were seven dollars and twenty-five cents (\$7.25) per hour with health benefits, as described in this article, or otherwise eight dollars and fifty cents (\$8.50) per

## EXHIBIT F LIVING WAGE ORDINANCE

hour without health benefits. With the annual adjustment effective July 1, 2009, together with all previous annual adjustments as provided by this subsection, such rates are ten dollars and thirty cents (\$10.30) per hour with health benefits or, if health benefits are not provided, then fourteen dollars and eighty cents (\$14.80) per hour for Airport Employees and eleven dollars and fifty-five cents (\$11.55) per hour for all other Employees. The hourly rate with health benefits to be paid to all Employees and the hourly rate without health benefits to be paid to Airport Employees shall be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System (LACERS), made by the CERS Board of Administration under § 4.1040. The Office of Administrative and Research Services shall so advise the DAA of any such change by June 1 of each year and of the required new hourly rates, if any. On the basis of such report, the DAA shall publish a bulletin announcing the adjusted rates, which shall take effect upon such publication.

(b) **Compensated Days Off.** Employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request. Employers shall also permit employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

#### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (a), Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Subsec. (a), Ord. No. 180,877, Eff. 10-19-09.*

#### Sec. 10.37.3 Health Benefits.

(a) **Health Benefits.** The health benefits required by this article shall consist of the payment of at least four dollars and fifty cents (\$4.50) per hour by Airport Employers and at least one dollar and twenty-five cents (\$1.25) per hour by all other Employers towards the provision of health care benefits for Employees and their dependents. Proof of the provision of such benefits must be submitted to the awarding authority to qualify for the wage rate in Section 10.37(a) for Employees with health benefits.

Airport Employees cannot waive the health benefits offered by an Airport Employer when the Airport Employer does not require an out-of-pocket contribution by the Airport Employee. Consistent with and as shall be reflected in the hourly rates payable to Airport Employees as provided in 10.37.2(a) above, the amount of payment for health benefits by Airport Employers shall be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees Retirement System (LACERS), made by the CERS Board of Administration under § 4.1040. The Office of Administrative, and Research Services shall so advise the DAA of any such change by June 1 of each year and of the required new hourly payments, if any. On the basis of such report, the DAA shall publish a bulletin announcing the adjusted payment, which shall take effect upon such publication.

(b) **Periodic Review.** At least once every three years, the Office of Administrative and Research Services shall review the health benefit payment by Airport Employers set forth in 10.37.3(a) to determine whether the payment accurately reflects the cost of health care and to assess the impacts of the health benefit payment on Airport Employers and Airport Employees and shall transmit a report with its findings to the Council.

#### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; In Entirety, Ord. No. 180,877, Eff. 10-19-09.*

#### Sec. 10.37.4 Notifying Employees of their Potential Right to the Federal Earned Income Credit.

Employers shall inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Credit ("EIC") under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

#### SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

#### Sec. 10.37.5 Retaliation Prohibited.

## EXHIBIT F LIVING WAGE ORDINANCE

Neither an employer, as defined in this article, nor any other person employing individuals shall discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article.

### SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

#### Sec. 10.37.6 Enforcement.

(a) An employee claiming violation of this article may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against an employer and may be awarded:

(1) For failure to pay wages required by this article - back pay for each day during which the violation continued.

(2) For failure to pay medical benefits - the differential between the wage required by this article without benefits and such wage with benefits, less amounts paid, if any, toward medical benefits.

(3) For retaliation - reinstatement, back pay, or other equitable relief the court may deem appropriate.

(4) For willful violations, the amount of monies to be paid under (1) - (3) shall be trebled.

(b) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such enforcement action and to an employer who so prevails if the employee's suit was frivolous.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall constitute a material breach thereof and entitle

the City to terminate the contract and otherwise pursue legal remedies that may be available. Such contracts shall also include a pledge that there shall be compliance with federal law proscribing retaliation for union organizing.

(d) An employee claiming violation of this article may report such claimed violation to the DAA which shall investigate such complaint. Whether based upon such a complaint or otherwise, where the DAA has determined that an employer has violated this article, the DAA shall issue a written notice to the employer that the violation is to be corrected within ten (10) days. In the event that the employer has not demonstrated to the DAA, within such period that it has cured such violation, the DAA may then:

(1) Request the awarding authority to declare a material breach of the service contract, public lease or license, or financial assistance agreement and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the service contract, public lease or license, or financial assistance agreement and the return of monies paid by the City for services not yet rendered.

(2) Request the City Council to debar the employer from future City contracts, leases, and licenses for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last. Such debarment shall be to the extent permitted by, and under whatever procedures may be required by, law.

(3) Request the City Attorney to bring a civil action against the employer seeking:

(i) Where applicable, payment of all unpaid wages or health premiums prescribed by this article; and/or

(ii) A fine payable to the City in the amount of up to one hundred dollars (\$100) for each violation for each day the violation remains uncured.

Where the alleged violation concerns non-payment of wages or health premiums, the employer will not be subject to debarment or civil penalties if it pays the monies in dispute into a holding account maintained

## EXHIBIT F LIVING WAGE ORDINANCE

by the City for such purpose. Such disputed monies shall be presented to a neutral arbitrator for binding arbitration. The arbitrator shall determine whether such monies shall be disbursed, in whole or in part, to the employer or to the employees in question. Regulations promulgated by the DAA shall establish the framework and procedures of such arbitration process. The cost of arbitration shall be borne by the City, unless the arbitrator determines that the employer's position in the matter is frivolous, in which event the arbitrator shall assess the employer for the full cost of the arbitration. Interest earned by the City on monies held in the holding account shall be added to the principal sum deposited, and the monies shall be disbursed in accordance with the arbitration award. A service charge for the cost of account maintenance and service may be deducted therefrom.

(e) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this article.

#### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (d), Para. (1), Ord. No. 173,747, Eff. 2-24-01.*

#### Sec. 10.37.7 Administration.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article ("designated administrative agency" - DAA). The DAA shall monitor compliance, including the investigation of claimed violations, and shall promulgate implementing regulations consistent with this article. The DAA shall also issue determinations that persons are City financial assistance recipients, that particular contracts shall be regarded as "service contracts" for purposes of Section 10.37.1(j), and that particular leases and licenses shall be regarded as "public leases" or "public licenses" for purposes of Section 10.37.1(i), when it receives an application for a determination of non-coverage or exemption as provided for in Section 10.37.13. The DAA shall also establish employer reporting requirements on employee compensation and on notification about and usage of the federal Earned Income Credit referred to in Section 10.37.4. The DAA shall report

on compliance to the City Council no less frequently than annually.

During the first, third, and seventh years of this article's operation since May 5, 1997, and every third year thereafter, the Office of Administrative and Research Services and the Chief Legislative Analyst shall conduct or commission an evaluation of this article's operation and effects. The evaluation shall specifically address at least the following matters: (a) how extensively affected employers are complying with the article; (b) how the article is affecting the workforce composition of affected employers; (c) how the article is affecting productivity and service quality of affected employers; (d) how the additional costs of the article have been distributed among workers, their employers, and the City. Within ninety days of the adoption of this article, these offices shall develop detailed plans for evaluation, including a determination of what current and future data will be needed for effective evaluation.

#### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; Ord. No. 173,747, Eff. 2-24-01.*

#### Sec. 10.37.8 Exclusion of Service Contracts from Competitive Bidding Requirement.

Service contracts otherwise subject to competitive bid shall be let by competitive bid if they involve the expenditure of at least two-million dollars (\$2,000,000). Charter Section 372 shall not be applicable to service contracts.

#### SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.*

#### Sec. 10.37.9 Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an employee's right to bring legal action for violation of other minimum compensation laws.

### EXHIBIT F LIVING WAGE ORDINANCE

## SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

### Sec. 10.37.10 Expenditures Covered.

This article shall apply to the expenditure -- whether through aid to City financial recipients, service contracts let by the City, or service contracts let by its financial assistance recipients -- of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

## SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

### Sec. 10.37.11 Timing of Application.

(a) Original 1997 Ordinance. The provisions of this article as enacted by City Ordinance No.171,547, effective May 5, 1997, shall apply to (1) contracts consummated and financial assistance provided after such date, (2) contract amendments consummated after such date and before the effective date of the 1998 ordinance which themselves met the requirements of former Section 10.37.1(h) (definition of "service contract") or which extended contract duration, and (3) supplemental financial assistance provided after May 5, 1997 and before the effective date of the 1998 ordinance which itself met the requirements of Section 10.37.1(c).

(b) 1998 Amendment. The provisions of this article as amended by the 1998 ordinance shall apply to (1) service contracts, public leases or licenses, and financial assistance agreements consummated after the effective date of such ordinance and (2) amendments, consummated after the effective date of such ordinance, to service contracts, public leases or licenses, and financial assistance agreements that provide additional monies or which extend term.

(c) 2000 amendment. The provisions of this article as amended by the 2000 ordinance shall apply to (1) service contracts, public leases or public licenses and City financial assistance recipient agreements

consummated after the effective date of such ordinance and (2) amendments to service contracts, public leases or licenses and City financial assistance recipient agreements which are consummated after the effective date of such ordinance and which provide additional monies or which extend the term.

(d) 2009 Amendment. The provisions of this article as amended by the 2009 ordinance shall become operative ninety (90) days following the effective date of the 2009 ordinance.

## SECTION HISTORY

*Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99; Subsec. (b), Subsec. (c) Added, Ord. No. 173,747, Eff. 2-24-01; Subsec. (d) Added, Ord. No. 180,877, Eff. 10-19-09.*

### Sec. 10.37.12 Supersession by Collective Bargaining Agreement.

Parties subject to this article may by collective bargaining agreement provide that such agreement shall supersede the requirements of this article.

## SECTION HISTORY

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99.*

### Sec. 10.37.13 Liberal Interpretation of Coverage; Rebuttable Presumption of Coverage.

The definitions of "City financial assistance recipient" in Section 10.37.1(c), of "public lease or license" in Section 10.37.1(i), and of "service contract" in Section 10.37.1(j) shall be liberally interpreted so as to further the policy objectives of this article. All recipients of City financial assistance meeting the monetary thresholds of Section 10.37.1(c), all City leases and licenses (including subleases and sublicenses) where the City is the lessor or licensor, and all City contracts providing for services that are more than incidental, shall be presumed to meet the corresponding definition just mentioned, subject, however, to a determination by the DAA of non-coverage or exemption on any basis allowed by this article, including, but not limited to, non-coverage for failure to satisfy such definition. The DAA shall by regulation establish procedures for informing persons engaging in such transactions with

## EXHIBIT F LIVING WAGE ORDINANCE

the City of their opportunity to apply for a determination of non-coverage or exemption and procedures for making determinations on such applications.

#### **SECTION HISTORY**

*Added by Ord. No. 172,336, Eff. 1-14-99.  
Amended by: Ord. No. 173,747, Eff. 2-24-01.*

#### **Sec. 10.37.14 Severability**

If any provision of this article is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#### **SECTION HISTORY**

*Article and Section Added by Ord. No. 171,547, Eff. 5-5-97.  
Amended by: In Entirety, Ord. No. 172,336, Eff. 1-14-99*

## **EXHIBIT F LIVING WAGE ORDINANCE**

# EXHIBIT G

Service Contract Worker Retention Ordinance  
(SCWRO)

**LOS ANGELES ADMINISTRATIVE CODE**  
Div. 10, Ch. 1, Art. 10

**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

**Sec. 10.36 Findings and Statement of Policy.**

The City awards many contracts to private firms to provide services to the public and to City government. The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. At the conclusion of the terms of a service contract with the City or with those receiving financial assistance from the City, competition results in the awarding of a service contract to what may be a different contractor. These new contracts often involve anticipated changes in different managerial skills, new technology or techniques, new themes or presentations, or lower costs.

The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Despite desired changes through the process of entering into new contracts, it is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

Incumbent workers have already invaluable knowledge and experience with the work schedules, practices, and clients. The benefits of replacing these workers without such experiences decreases efficiency and results in a disservice to City and City financed or assisted projects.

Retaining existing service workers when a change in contractors occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to citizens who receive services provided by the City or by City financed or assisted projects.

It is unacceptable that contracting decisions involving the expenditure of City funds should have any potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social support services, has an interest in the stability of employment under contracts with the City or by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

**SECTION HISTORY**

*Article and Section Added by Ord. No. 170,784, Eff. 1-13-96.  
Amended by: Article and Section, Ord. No. 171,004, Eff. 5-18-96.*

**Sec. 10.36.1. Definitions.**

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or, if none, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles.

(c) "City financial assistance recipient" means any person that receives from the City in any twelve-month period discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least one hundred thousand dollars (\$100,000); provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars (\$5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed, or persons receiving public assistance, shall be exempt.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax

increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees. Service contracts for economic development or job growth shall be deemed such assistance once the \$100,000 threshold is reached.

(d) "Contractor" means any person that enters into a service contract with the City or a City financial assistance recipient.

(e) "Employee" means any person employed as a service employee of a contractor or subcontractor earning less than fifteen dollars (\$15.00) per hour in salary or wage whose primary place of employment is in the City on or under the authority of a service contract and including but not limited to: hotel employees; restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; and does not include a person who is (1) a managerial, supervisory, or confidential employees, or (2) required to possess an occupational license.

(f) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(g) "Service contract" means a contract let to a contractor by the City or a City financial assistance recipient primarily for the furnishing of services to or for the City or financial assistance recipient (as opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months.

(h) "Subcontractor" means any person not an employee that enters into a contract with a contractor to assist the contractor in performing a service

contract and that employs employees for such purpose.

(i) "Successor service contract" means a service contract where the services to be performed are substantially similar to a service contract that has been recently terminated.

## SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.*

*Amended by: Ord. No. 171,004, Eff. 5-18-96; Subsec. (c), Ord. No. 172,843, Eff. 11-4-99.*

### Sec. 10.36.2. Transition Employment Period.

(a) Where an awarding authority has given notice that a service contract has been terminated, or where a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each employee in employment, of itself or subcontractors, at the time of contract termination. If the terminated contractor has not learned the identity of the successor contractor, if any, by the time that notice was given of contract termination, the terminated contractor shall obtain such information from the awarding authority. If a successor service contract has not been awarded by the end of the ten (10)-day period, the employment information referred to earlier in this subsection shall be provided to the awarding authority at such time. Where a subcontract of a service contract has been terminated prior to the termination of the service contract, the terminated subcontractor shall for purposes of this article be deemed a terminated contractor.

(1) Where a service contract or contracts are being let where the same or similar services were rendered by under multiple service contracts, the City or City financial aid recipient shall pool the employees, ordered by seniority within job classification, under such prior contracts.

(2) Where the use of subcontractors has occurred under the terminated contract or where the use of subcontractors is to be permitted under the successor contract, or where both circumstances arise, the City or City financial assistance recipient shall pool, when applicable, the employees, ordered by seniority within job classification, under such prior contracts or

subcontracts where required by and in accordance with rules authorized by this article.

(b) A successor contractor shall retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of employees has occurred, the successor contractor shall draw from such pools in accordance with rules established under this article. During such ninety (90)-day period, employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.

(c) If at anytime the successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classification.

(d) During such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

(e) Except as provided in subsection (c) of this section, during such ninety (90)-day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to this article. "Cause" for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance.

(f) At the end of such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to this article. If the employee's performance during such ninety (90)-day period is satisfactory, the successor contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the successor contractor (or subcontractor) or as required by law. During such ninety (90)-day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor

from which the successor contractor shall hire additional employees.

(g) If the City or a City financial assistance recipient enters into a service contract for the performance of work that prior to the service contract was performed by the City's or the recipient's own service employees, the City or the recipient, as the case may be, shall be deemed to be a "terminated contractor" within the meaning of this section and the contractor under the service contract shall be deemed to be a "successor contractor" within the meaning of this section and section 10.36.3.

### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.*

*Amended By: Ord. No. 171,004, Eff. 5-18-96; Subsec. (g) Added, Ord. No. 172,349, Eff. 1-29-99.*

#### Sec. 10.36.3. Enforcement.

(a) An employee who has been discharged in violation of this article by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the employee during the last 3 years of the employee's employment in the same occupation classification; or

(B) The final regular rate received by the employee.

(2) Costs of benefits the successor contractor would have incurred for the employee under the successor contractor's (or subcontractor's, where applicable) benefit plan.

(b) If the employee is the prevailing party in any such legal action, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article

shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(d) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

#### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.  
Amended By: Ord. No. 171,004, Eff. 5-18-96.*

#### Sec. 10.36.4. Exemption for Successor Contractor or Subcontractor's Prior Employees.

An awarding authority shall upon application by a contractor or subcontractor exempt from the requirements of this article a person employed by the contractor or subcontractor continuously for at least twelve (12) months prior to the commencement of the successor service contract or subcontract who is proposed to work on such contract or subcontract as an employee in a capacity similar to such prior employment, where the application demonstrates that (a) the person would otherwise be laid off work and (b) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once a person so exempted commences work under a service contract or subcontract, he or she shall be deemed an employee as defined in Section 10.36.1(e) of this Code.

#### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.  
Amended By: Ord. No. 171,004, Eff. 5-18-96.*

#### Sec. 10.36.5. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an employee's right to bring legal action for wrongful termination.

#### SECTION HISTORY

*Added by Ord. No. 170,784, Eff. 1-13-96.  
Amended By: Ord. No. 171,004, Eff. 5-18-96.*

#### Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely

within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds. City financial assistance recipients shall apply this article to the expenditure of non-City funds for service contracts to be performed in the City by complying themselves with § 10.36.2(g) and by contractually requiring their service contractors to comply with this article. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

#### SECTION HISTORY

*Added by Ord. No. 171,004, Eff. 5-18-96.  
Amended by: Ord. No. 172,337, Eff. 1-14-99; Ord. No. 172,843, Eff. 11-4-99*

#### Sec. 10.36.7. Timing of Application of Ordinances Adding and then Amending this Article.

The provisions of this article as set forth in City Ordinance No. 171,004 shall apply to contracts consummated and financial assistance provided after May 18, 1996 (the effective date of City Ordinance No. 171,004). As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City Ordinance No. 170,784) and through May 18, 1996, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application City Ordinance No. 171,004 rather than City Ordinance No. 170,784 to service contracts let during such period. No abrogation of contract or other rights created by City Ordinance No. 170,784, absent consent to do so, shall be effected by the retroactive application of City Ordinance No. 171,004.

#### SECTION HISTORY

*Added by Ord. No. 171,784, Eff. 1-13-96.  
Amended by: Ord. No. 171,004, Eff. 5-18-96; Ord. No. 172,337, Eff. 1-14-99.*

#### Sec. 10.36.8. Promulgation of Implementing Rules.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

#### SECTION HISTORY

*Added by Ord. No. 171,004, Eff. 5-18-96.*

**Sec. 10.36.9. Severability.**

If any severable provision or provisions of this article or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of the article that can be given effect notwithstanding such invalidity.

**SECTION HISTORY**

*Added by Ord. No. 171,004, Eff.5-18-96.*

# EXHIBIT H

Contractor Responsibility Program (CRP) Pledge of Compliance

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

# LOS ANGELES WORLD AIRPORTS



## CONTRACTOR RESPONSIBILITY PROGRAM

### RULES AND REGULATIONS

Effective date: August 23, 2011

Procurement Services Division  
7301 World Way West, 4<sup>th</sup> Floor  
Los Angeles, CA 90045  
(424) 646-5380  
(424) 646-9262 (Fax)

1

Contractor Responsibility Program  
Rules and Regulations

**EXHIBIT H**

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

CONTENTS

A.	DEFINITIONS .....	3
B.	SUBMISSION OF CRP QUESTIONNAIRES.....	5
C.	LAWA REVIEW OF SUBMITTED CRP QUESTIONNAIRES.....	6
D.	AWARD AND EXECUTION OF CONTRACTS.....	7
E.	CONTRACT AMENDMENTS .....	9
F.	CONTRACTOR NOTIFICATION OF INVESTIGATIONS AND UPDATE OF INFORMATION .....	9
G.	LAWA INVESTIGATION.....	11
H.	VIOLATIONS OF THE CRP OR THESE RULES AND REGULATIONS.....	12
I.	NON-RESPONSIBILITY HEARING.....	12
J.	NON-RESPONSIBILITY SANCTIONS .....	14
K.	EXEMPTIONS.....	14
L.	EFFECTIVE DATE OF CRP RULES AND REGULATIONS .....	16
M.	CONSISTENCY WITH FEDERAL AND STATE LAW.....	16
N.	SEVERABILITY.....	16

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

These Rules and Regulations are promulgated pursuant to Board Resolution #21601, the Los Angeles World Airports Contractor Responsibility Program (CRP). Each Requesting LAWA Division shall cooperate to the fullest extent with the Executive Director in the administration of the CRP. The Executive Director may amend these Rules and Regulations from time to time as required for the implementation of the CRP.

**A. DEFINITIONS**

**1. Adoption of CRP definitions:** For purposes of these Rules and Regulations, the definitions set forth in the Board Resolution are incorporated herein by reference, and include the following:

- a. **Board**
- b. **Executive Director**
- c. **Los Angeles World Airports (LAWA)**
- d. **"Contract"** means any agreement for the performance of any work or service, the provision of any goods, equipment, materials or supplies, or the rendition of any service to LAWA or to the public or the grant of a public lease, which is awarded or entered into by or on behalf of LAWA. These Rules and Regulations shall apply to the following contracts:
  - (1) Contracts for services that require Board approval.
  - (2) Contracts for purchasing goods and products that require Board approval.
  - (3) Construction contracts that require Board approval.
- e. **Contractor**
- f. **Subcontractor**
- g. **Bidder**
- h. **Bid**
- i. **Invitation for Bid ("IFB")**
- j. **Public Lease**

**2. New Definitions:**

- a. **"Awarding Authority"** means either the Executive Director or the Board of Airport Commissioners ("Board") or the Board's designee.
- b. **"CRP Questionnaire"** means the set of questions developed by Procurement Services Division (PSD) that will assist LAWA in determining a bidder or contractor's responsibility. Information solicited from the CRP Questionnaire may include but is not limited to: ownership and name changes, financial resources and responsibility,

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

satisfactory performance of other contracts, satisfactory record of compliance with relevant laws and regulations, and satisfactory record of business integrity. PSD may amend the CRP Questionnaire from time to time.

- c. **"CRP Pledge of Compliance"** means the CRP Pledge developed by PSD. The CRP Rules and Regulations may be updated from time to time by PSD. The CRP Pledge shall require contractors to sign under penalty of perjury that the contractor will:
- (1) Comply with all applicable Federal, State, and local laws and regulations during the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
  - (2) Notify LAWA within 30 calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor did not comply with subparagraph 2(c)(1) above in the performance of the contract.
  - (3) Notify LAWA within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated subparagraph 2(c)(1) above in the performance of the contract.
  - (4) Provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a Questionnaire.
  - (5) Ensure that subcontractors working on the LAWA contract shall complete, sign and submit a CRP Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs 2(c)(1) through (4).
  - (6) Notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable Federal, State, or local law involving the subcontractors in the performance of a LAWA contract.
  - (7) Cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.
- d. **"Requesting Division"** means the LAWA division(s) which issued the Request For Bids ("RFB"), Request For Proposal ("RFP") or Request for Qualifications ("RFQ").
- e. **"Responsibility"** means possessing the necessary "trustworthiness" and "quality, fitness and capacity" to perform the work set forth in the contract.

## **B. SUBMISSION OF CRP QUESTIONNAIRES**

- 1. Issuance of Invitation for Bids (IFB):** These include Request for Bids (RFB), Request for Proposals (RFP), and Request for Qualifications (RFQ). Unless otherwise exempt from the CRP, if a proposed contract meets the definition of a contract subject to the CRP as defined in the Resolution and these Rules and Regulations, LAWA shall include in the IFB:
  - a. Language informing potential bidders of the CRP;
  - b. The CRP Questionnaire that bidders submit with their bid; and
  - c. The CRP Pledge of Compliance that bidders submit with their bid.
  
- 2. Submission of CRP Questionnaires with Bids:**
  - a. All bid and proposal submissions are required to contain a completed and signed CRP Questionnaire and a signed CRP Pledge of Compliance.
  - b. Failure to submit a CRP Questionnaire and a CRP Pledge of Compliance in accordance with the IFB procedures may make the bidder non-responsive and disqualified from the bidding process.
  - c. Submitted CRP Questionnaires and CRP Pledge of Compliance become public records, and information contained therein will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law.
  
- 3. Use of a non-competitive process to procure the proposed contract:** If a non-competitive process is used by LAWA Divisions to procure the proposed contract, the proposed contractor is required to submit the completed CRP Questionnaire and a signed CRP Pledge of Compliance to LAWA for determination of contractor responsibility prior to execution of the contract.
  
- 4. Subcontractors:** The list of subcontractors shall be submitted with the bid and will be made available for public review along with the bidder's Questionnaire. For construction contracts, bidders must list a subcontractor proposed to be used on the City contract if the subcontractor will be performing work on the construction contract in an amount in excess of \$10,000 or in excess of one-half of one percent of the total bid amount, whichever is greater. For service contracts, bidders must list subcontractors as required by the IFB.

### C. LAWA REVIEW OF SUBMITTED CRP QUESTIONNAIRES

1. **Departmental Review of submitted bids:** As part of the determination of a bidder's responsiveness, PSD will review the bid submissions to determine whether a completed CRP Questionnaire, signed under penalty of perjury, has been included with the bid. If a completed Questionnaire has not been included with the bid as required by the IFB procedures, the bidder may be deemed to be non-responsive and may be disqualified from the bidding process.
2. **Posting of CRP Questionnaires and Subcontractor List:** Requesting Divisions will forward to PSD the completed CRP Questionnaires and subcontractor list(s), if any, submitted by the responsive bidders to make available for public review as follows:
  - a. If a contract is to be awarded pursuant to a competitive bid process, the CRP Questionnaires for the three lowest responsive bidders and their list of proposed subcontractors, if any, will be forwarded to PSD to make them available for public review for a minimum period of 14 calendar days.
  - b. If a contract is to be awarded pursuant to a proposal (RFP) or qualifications (RFQ) and award is not based on the lowest submitted bid price, the CRP Questionnaires for the short-listed proposers and their list of proposed subcontractors, if any, will be forwarded to PSD to make them available for public review for a minimum period of 14 calendar days. If no short-listing procedure is used, the CRP Questionnaire for the prospective contractor shall be made available for public review for a minimum period of 14 calendar days.
  - c. If a contract is to be awarded to a Sole Source, the CRP Questionnaire for the proposed contractor and their list of proposed subcontractors, if any, will be forwarded to PSD to make it available for public review for a period of 14 calendar days.
  - d. No contract shall be awarded to any bidder until at least 14 calendar days after the CRP Questionnaire has been made available for public review. If administrative or technical errors prevent or delay the posting of the CRP Questionnaire, the posting period will be extended by the amount of time that the CRP Questionnaire was not available for public review.
  - e. The CRP Questionnaire of the bidder/proposer awarded the contract will be retained by the Requesting Division as part of the contract file. The CRP Questionnaires for the bidders/proposers not awarded the contract will be retained in the customary manner by the Requesting Division.

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

**3. Claims Resulting from Public Review:**

- a. Claims regarding a bidder or contractor's responsibility should be submitted to PSD in writing. However, PSD may investigate a claim regarding a bidder's or a contractor's responsibility, whether or not it is submitted in writing, if PSD in its discretion determines that the claim calls into question the bidder's, the proposer's or the contractor's responsibility.
- b. If PSD receives information which calls into question a bidder's responsibility, and the information was received **before** the contract has been executed, PSD shall:
  - (1) Notify the Requesting Division in writing that no contract shall be awarded until PSD has completed investigation into the matter.
  - (2) Investigate the matter as required in Section G, "LAWA INVESTIGATION" to determine its validity.
  - (3) Upon completion of the investigation, PSD shall notify the Requesting Division and the Awarding Authority in writing of the result of the investigation.
  - (4) No contract may be awarded to any bidder until after the investigation has been completed and the Requesting Division and the Awarding Authority have received written notification that the investigation has been completed.
  - (5) Findings from the PSD investigation received by the Awarding Authority will be considered by the Awarding Authority as part of the determination of the bidder's responsibility.
- c. If PSD receives written information that calls into question a contractor's responsibility, and the information was received **after** the contract has been executed, PSD shall investigate the matter as required in Section G, LAWA INVESTIGATION.

**D. AWARD AND EXECUTION OF CONTRACTS**

**1. Departmental Determination of Responsibility and Award of Contract:**

- a. Requesting Division and the Awarding Authority shall determine whether a bidder/contractor is a responsible bidder, proposer or contractor with the necessary trustworthiness, quality, fitness and capacity to perform the work set forth in the proposed contract by considering the following:
  - (1) Information contained in the CRP Questionnaire;
  - (2) Information and documentation from PSD's investigation;
  - (3) Information regarding the bidder's, proposer's or contractor's past performance that may be contained in the City of Los Angeles' Contractor Evaluation Database.
  - (4) Information that may be available from any compliance or regulatory governmental agency, and

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

- (5) Any other reliable information that may be available, including but not limited to information from any individual or any other governmental agency.
- b. The Board may award and the Executive Director may execute a contract with a bidder or proposer only if:
  - (1) The bidder's or proposer's CRP Questionnaire has been made available for public review for at least 14 calendar days unless otherwise exempted from the posting requirement by the CRP;
  - (2) The bidder or proposer is not being investigated by PSD pursuant to the CRP;
  - (3) The bidder or proposer has not been found to be a non-responsible bidder/proposer pursuant to the CRP;
  - (4) The bidder or proposer does not appear on any City list of debarred bidders or contractors; and
  - (5) The bidder or proposer has met all other applicable City requirements.

**2. Submission of Pledge of Compliance:**

- a. Unless otherwise exempt from the CRP, all bid/proposal submissions (RFBs, RFPs and RFQs) are required to contain a Pledge of Compliance with the CRP signed under penalty of perjury. Failure to submit a CRP Pledge of Compliance with the bid/proposal may make the bidder non-responsive and disqualified from the bidding process.
- b. Within 10 calendar days of execution of a contract with LAWA, the contractor shall submit to LAWA a signed CRP Pledge of Compliance from each subcontractor listed as performing work on the contract.

**3. Subcontractor Responsibility:**

- a. Contractors shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRP and these Rules and Regulations unless the subcontract is not subject to the CRP.
- b. Contractors shall ensure that subcontractors working on the LAWA agreement shall complete and submit a signed CRP Pledge of Compliance.
- c. Contractors shall not use in any capacity any subcontractor that has been determined or found to be a non-responsible contractor by LAWA or the City.
- d. Subject to approval by the Requesting Division, contractors may substitute a non-responsible subcontractor with another, responsible subcontractor with no changes in bid amounts.

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

**4. Execution of Contracts:**

- a. Unless exempt from the CRP, all contracts shall contain language obligating the contractor to comply with the CRP.
- b. No contract may be executed unless:
  - (1) The proposed contractor has submitted a signed Pledge of Compliance with the CRP.
  - (2) The proposed contractor's CRP Questionnaire, unless otherwise exempt, has been made available for public review for at least 14 calendar days in accordance with these Rules and Regulations.

**E. CONTRACT AMENDMENTS**

- 1. Compliance with the CRP, except for the requirement to submit a CRP Questionnaire, is required in contract amendments if the initial contract was not subject to the CRP, but the total term and amount of the contract, inclusive of all amendments, would make the contract subject to the CRP.
  - a. A contractor subject to the CRP because of an amendment shall submit a CRP Pledge of Compliance to the Requesting Division before the contract amendment can be executed.
  - b. Unless exempt from the CRP, all contract amendments shall contain contract language obligating the contractor to comply with the CRP.

**F. CONTRACTOR NOTIFICATION OF INVESTIGATIONS AND UPDATE OF INFORMATION**

- 1. **Notification of Investigations:** Contractors shall:
  - a. Notify the Requesting Division and PSD within 30 calendar days of receiving notice of any findings by a government agency or court of competent jurisdiction that the contractor violated any applicable Federal, State, or local law in the performance of a LAWA, City of Los Angeles, County of Los Angeles, State of California, Federal Government or other government contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.
  - b. Notify the Requesting Division and PSD within 30 calendar days of becoming aware of a violation or finding of violation of any applicable federal, state, or local law involving its subcontractors or sub-sub-contractors at any level in the performance of a LAWA contract.

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

**2. Update of CRP Questionnaire Information:**

- a. Updates of information contained in the contractor's responses to the CRP Questionnaire shall be submitted to the Requesting Division and PSD within 30 days of any changes to the responses if the change would affect the contractor's responsibility or ability to continue performing the contract.
- b. PSD or the Requesting Division shall determine whether a contractor in a specific situation should have provided information or updated information.
  - (1) If PSD or the Requesting Division becomes aware of new information concerning a contractor and determines that the contractor should have provided information or updated LAWA with such information, but the contractor has not done so, PSD shall issue a written notice to the contractor requiring the contractor to submit the required information within 10 calendar days.
  - (2) If PSD or the Requesting Division becomes aware of new information concerning a subcontractor and determines that the subcontractor should have provided information or updated LAWA of such information, but the subcontractor has not done so, PSD shall issue a written notice to the contractor requiring the subcontractor to submit the required information within 10 calendar days.
- c. Contractor's failure to provide information or updated information when required by LAWA, the CRP or these Rules and Regulations may be considered a material breach of the contract, and, additionally, may result in the initiation of a non-responsibility hearing pursuant to Section I of these Rules and Regulations.

**3. Contractors shall ensure that subcontractors provide information and updates.**

Contractors shall ensure that subcontractors performing work on their LAWA contract abide by these same updating requirements, including the requirement to:

- a. Notify the Requesting Division and PSD within 30 calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the subcontractor did not comply with any applicable Federal, State, or local law in the performance of the LAWA or City contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees
- b. Notify the Requesting Division and PSD within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the subcontractor violated any applicable Federal, State, or local law in the performance of a LAWA or City of Los Angeles contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

4. **Submission of CRP Questionnaires and Updates of CRP Questionnaire Is Not Applicable to Subcontractors:** The requirement that contractors submit to LAWA CRP Questionnaires and updates to the CRP Questionnaire responses does not apply to subcontractors.

**G. LAWA INVESTIGATION**

1. **Reporting of Alleged Violations:** Allegations of violations of the CRP or these Rules and Regulations shall be reported to PSD. Complaints regarding a bidder's, proposer's or contractor's responsibility should be submitted to PSD in writing. However, PSD may investigate any claim or complaint regarding a bidder's, proposer's or a contractor's responsibility, whether or not it is submitted in writing. Whether based on a written complaint or otherwise, PSD shall be responsible for investigating such alleged violations.
2. **Process:**
  - a. Upon receipt of a complaint or upon initiation of an investigation, PSD shall notify the Requesting Division, the Awarding Authority and the bidder, proposer or contractor in writing that an investigation has been initiated.
  - b. The bidder, proposer or contractor shall cooperate fully with PSD in providing information. If the bidder/proposer or contractor fails to cooperate with PSD's investigation or fails to timely respond to PSD's requests for information, LAWA may initiate a non-responsibility hearing as set forth in Section I of these Rules and Regulations. A contractor's failure to cooperate may be deemed a material breach of the contract, and the City may pursue all available remedies.
  - c. To the extent permissible, PSD shall maintain the identity of the complainant, if any, confidential.
  - d. Upon completion of the investigation, PSD shall prepare a written report of the findings and notify the Requesting Division, the Awarding Authority and the bidder, proposer or contractor of the results.
3. **Results of Investigation:**
  - a. When an investigation is completed before the contract is awarded, PSD shall notify the Requesting Division and the Awarding Authority of the results, and Requesting Division and the Awarding Authority will consider the information as part of the determination of a bidder's responsibility during the bid/proposal review process.

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

- b. When an investigation is completed after the execution of a contract:
  - (1) If violations of the CRP are found, PSD shall notify the Requesting Division and contractor of the violation and require the contractor to make corrections or take reasonable measures within 10 calendar days.
  - (2) If the contractor fails to make corrections as required, PSD shall notify the Requesting Division and the Awarding Authority and may recommend that the Awarding Authority:
    - (i) Terminate the contract.
    - (ii) Initiate a hearing to declare the contractor a non-responsible contractor.

**H. VIOLATIONS OF THE CRP OR THESE RULES AND REGULATIONS**

- 1. Violations of the CRP or of these Rules and Regulations may be considered a material breach of the contract and may entitle LAWA or the City to terminate the contract.
- 2. Alleged violations of the CRP or of these Rules and Regulations shall be reported to the PSD which will investigate all such complaints.
- 3. When a violation of the CRP or of these Rules and Regulations is found, PSD shall notify the contractor and the Awarding Authority of the violation. PSD shall require the contractor to correct the violation within 10 calendar days. Failure to correct violations or take reasonable measures to correct violations within 10 calendar days may result in PSD:
  - a. Recommending that the Awarding Authority declare a material breach of the contract and that the Awarding Authority exercise all contractual and legal remedies available, including but not limited to termination of the contract.
- 4. Recommending that the Awarding Authority declare the contractor a non-responsible contractor by initiating, within 30 calendar days or as soon as practicable, a non-responsibility hearing in accordance with Section I of these Rules and Regulations.

**I. NON-RESPONSIBILITY HEARING**

- 1. The process of declaring a bidder or contractor a non-responsible bidder or contractor shall be initiated by the Awarding Authority after consultation with the City Attorney's Office.

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

2. Before a bidder, proposer or contractor may be declared non-responsible, the bidder, proposer or contractor shall be notified of the proposed determination of non-responsibility and provided with an opportunity for a hearing.
3. The Awarding Authority or the Executive Director's designee shall preside over the non-responsibility hearing and shall provide the bidder, proposer or contractor with the following:
  - a. The bidder, proposer or contractor shall be provided with written Notice of intent to declare the bidder, proposer or contractor non-responsible ("Notice") which shall state that the Awarding Authority intends to declare the bidder, proposer or contractor a non-responsible bidder or contractor.
  - b. The Notice shall provide the bidder, proposer or contractor with the following information:
    - (1) That the Awarding Authority intends to declare the bidder or contractor a non-responsible bidder, proposer or contractor.
    - (2) A summary of the information upon which the Awarding Authority is relying.
    - (3) That the bidder, proposer or contractor has a right to respond to the information by requesting a hearing to rebut adverse information and to present evidence of its necessary trustworthiness, quality, fitness and capacity to perform the work required under the contract.
    - (4) That the bidder, proposer or contractor must exercise the right to a hearing by submitting to the Awarding Authority a **written request** for a hearing **within 10 working days** of the date of the Notice.
    - (5) That failure to submit a written request for hearing within 10 working days of the date of the Notice shall be considered a waiver of the right to a hearing that allows the Awarding Authority to proceed with the determination of non-responsibility.
  - c. If the bidder or contractor submits a written request for a hearing, the hearing may be held by the Awarding Authority for recommendation to the Board, which shall make the final decision.
  - d. The hearing must allow the bidder, proposer or contractor an opportunity to address the issues contained in the Notice of Intent to declare the bidder, proposer or contractor non-responsible.
  - e. The Awarding Authority may determine that the bidder, proposer or contractor:
    - (1) Does not possess the necessary trustworthiness, quality, fitness, or capacity to perform the work set forth in the proposed contract, should be declared a non-responsible bidder, proposer or contractor, and recommend to the Board invocation of the remedies set forth in Section J of these Rules and Regulations.
    - (2) Should not be declared a non-responsible bidder or contractor.

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

- f. The Board's determination shall be final and constitute exhaustion of administrative remedies.
- g. The Board's final decision shall be in writing and shall be provided to the bidder, proposer or contractor, the Requesting Division and to PSD. If the bidder, proposer or contractor is declared to be non-responsible, a copy of the final decision shall also be provided to the CAO.

**J. NON-RESPONSIBILITY SANCTIONS**

- 1. A **bidder/proposer** found non-responsible by LAWA shall be disqualified from:
  - a. award of the proposed contract or,
  - b. participating, in any way, in the proposed contract.

Such non-responsible bidder or proposer shall not perform any work in the proposed contract, whether as a prime contractor, a subcontractor, a partner in a partnership, a participant in a joint venture, a member of a consortium or in any other capacity.

- 2. An existing **contractor** found non-responsible by LAWA may be declared to have a material breach of contract, and LAWA may exercise its contractual and legal remedies thereunder, which are to include, but are not limited to termination of the contract.
- 3. Upon final determination of a bidder, proposer or contractor as non-responsible, PSD shall provide the Requesting Division and the bidder, proposer or contractor with a written notice summarizing the Awarding Authority's findings and sanctions.
- 4. PSD shall maintain a listing of bidders/proposers and contractors who have been found non-responsible by LAWA pursuant to the CRP.

**K. EXEMPTIONS**

- 1. **Categorical Exemption:** The following types of contracts are categorically exempt from the CRP and these Rules and Regulations:
  - a. Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
  - b. Contracts for the investment of trust moneys or agreements relating to the management of trust assets.

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

- c. Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

**Board approval required for CRP Exemptions:** The following types of contracts are exempt from the requirement to submit a Questionnaire but remain subject to the requirement that the contractor submit a Pledge of Compliance and notify the Awarding Authority within 30 days of any information regarding investigations or the results of investigations by any governmental agency into the contractor's compliance with applicable laws.

- a. Contracts awarded on the basis of exigent circumstances when the Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted.
  - (1) This exemption is subject to approval by PSD.
  - (2) The Awarding Authority shall submit a request to PSD for waiver along with written certification that the required conditions exist.
  - (3) No contract may be exempted under this provision unless PSD has granted written approval of the waiver.
- b. Contracts where the goods or services are proprietary or available from only one source.
  - (1) This exemption is subject to approval by PSD.
  - (2) The Awarding Authority shall submit a request to PSD for waiver along with written certification that the required conditions exist.
  - (3) No contract may be exempted under this provision unless PSD has granted written approval of the waiver.
- c. Contracts awarded in accordance with Charter Section 371(e)(5). The Awarding Authority must certify in writing that award is based on urgent necessity in accordance with Charter Section 371(e)(5).
- d. Contracts entered into based on, Charter Section 371(e)(6), (7) or (8). The Awarding Authority must certify in writing that the contract is entered into in accordance with Charter Section 371(e)(6), (7) or (8).

Los Angeles World Airports (LAWA)  
Contractor Responsibility Program  
Rules and Regulations

**L. EFFECTIVE DATE OF RULES AND REGULATIONS**

1. These Rules and Regulations apply to IFB's issued after the Executive Director has approved these Rules and Regulations.
2. These Rules and Regulations apply to contracts entered into by LAWA after the Executive Director has approved these Rules and Regulations.
3. Contracts amended after these Rules and Regulations are approved by the Executive Director will become subject to CRP and these Rules and Regulations if they meet definitions contained in the CRP and these Rules and Regulations.

**M. CONSISTENCY WITH FEDERAL AND STATE LAW**

The CRP and these Rules and Regulations do not apply in instances where application would be prohibited by Federal and State law or where the application would violate or be inconsistent with the terms and conditions of a grant or contract with the Federal or State agency.

**N. SEVERABILITY**

If any provision of the CRP or these Rules and Regulations are declared legally invalid by any court of competent jurisdiction, the remaining provisions remain in full force and effect.

**LOS ANGELES WORLD AIRPORTS  
CONTRACTOR RESPONSIBILITY PROGRAM  
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, and for leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

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Company Name, Address and Phone Number

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Signature of Officer or Authorized Representative

Date

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Print Name and Title of Officer or Authorized Representative

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Project Title

# EXHIBIT I

First Source Hiring Program  
For Airport Employers (LAX Only)

## FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- I. Purpose. The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.
- II. Definitions. As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport" shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

"Coalition" shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister's Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

- III. Coverage. This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.
- IV. Targeted Applicants. Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.
- First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and
  - Second Priority: Low-Income Individuals residing in City.
- V. Initial Airport Employer Roles.
- A. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.

- B. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. Airport Employer Hiring Process.

- A. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- B. Referrals. After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.
- C. Hiring.
  - 1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
  - 2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
  - 3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.

4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.
- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of

this Program, and the conflicting provisions of this Program shall not be enforceable.

- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and

the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.

- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

# EXHIBIT J

Alternative Fuel Vehicle Requirement

**ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM  
(LAX ONLY)**

**I. Definitions.**

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport Contract” shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

“Airport Contractor” shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

“Airport Lessee” shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

“Airport Licensee” shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

“Alternative-Fuel Vehicle” shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

“CARB” shall mean the California Air Resources Board.

“Comparable Emissions Vehicle” shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

“Covered Vehicles” is defined in Section II below.

“EPA” shall mean the United States Environmental Protection Agency.

**EXHIBIT J**

“Independent Third Party Monitor” shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this policy.

“LAWA” shall mean Los Angeles World Airports.

“LAX” shall mean Los Angeles International Airport.

“Least-Polluting Available Vehicle” shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engines emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

“Operator” shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

**II. Covered Vehicles.** The requirements under this Attachment shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (**“Covered Vehicles”**).

**III. Conversion Schedule.**

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

**IV. Least-Polluting Available Vehicles.** In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

**V. Written Reports.** Operator shall provide a semi-annual report to LAWA in the form attached as Attachment 1, which may be amended from time to time by LAWA.

EXHIBIT J