

RECOMMENDATION APPROVED;
RESOLUTION 23-10252 (CONTRACT 40024) ADOPTED
BY THE BOARD OF HARBOR COMMISSIONERS

November 2, 2023
AM KLESGES
AMBER M. KLESGES
Board Secretary



THE PORT
OF LOS ANGELES
Executive Director's
Report to the
Board of Harbor Commissioners

DATE: OCTOBER 18, 2023

FROM: INFORMATION TECHNOLOGY

SUBJECT: RESOLUTION NO. 23-10252 - CONTRACT NO. 40024
WITH INSIGHT PUBLIC SECTOR, INC. FOR COMPUTER SOFTWARE
AND RELATED SUPPORT SERVICES

SUMMARY:

Staff requests approval to award Contract No. 40024 to Insight Public Sector, Inc. (Insight) for the purchase of computer software licenses, software maintenance renewals, and related software support services. This includes purchases to meet on-going operations, new projects, and future growth requirements for front-end software such as business applications, desktop software, and email, and back-end software such as databases, operating systems, troubleshooting tools, technology management, cyber security, and network software. The proposed Contract No. 40024 is for an amount not-to-exceed \$1,580,000 annually and a term of one year, with two one-year renewal options.

The proposed Contract would utilize Cobb County, Georgia, Contract No. 23-6692-03, a national cooperative contract for technology product solutions and related services awarded by Cobb County to Insight effective May 1, 2023. The previous software contract between Insight and the City of Los Angeles Harbor Department expired on October 10, 2023.

Insight is headquartered in Tempe, Arizona, with offices in Southern California.

Payment of expenditures incurred under the proposed Contract are the financial responsibility of the City of Los Angeles (Harbor Department).

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Class 2(f) of the Los Angeles City CEQA Guidelines;

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SUBJECT: CONTRACT WITH INSIGHT PUBLIC SECTOR

2. Find that in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15(a)(8), the Harbor Department may enter into the proposed contract utilizing a current contract for such goods and services, Contract No. 23-6692-03 between Cobb County, Georgia, and Insight, a cooperative purchase agreement;
3. Approve Contract No. 40024 with Insight Public Sector, Inc. for computer software licenses, software maintenance renewals, and related software support services for a duration of one year, with two one-year renewal options, and a not-to-exceed compensation amount of \$1,580,000 annually;
4. Authorize the Executive Director, in his/her discretion, to exercise the two one-year renewal options;
5. Authorize the Executive Director to execute and the Board Secretary to attest to said contract, for and on behalf of the Board; and
6. Adopt Resolution No. 23-10252

DISCUSSION:

Background/Context – The Information Technology (IT) Division provides computer and communications systems support to approximately 1,000 computer users at the Harbor Department. This includes responsibility for computer software for all Harbor Department Divisions to support on-going operations, new projects, and future growth. The Harbor Department uses more than a hundred different types of software licenses for computer systems, databases, operating systems, tools, and other IT needs. Software expenditure includes the initial software license purchase and the on-going annual software maintenance fees. Software maintenance is required to be able to continue to use the software and receive updates to address security vulnerabilities, bug fixes and enhancements.

To purchase the many different types of software through a single contract, the Harbor Department utilizes a software reseller. This provides volume price discounts and reduces the administrative burden of establishing hundreds of individual purchase requisitions, improves the management of software license compliance records, and reduces the time to acquire software. Other City Departments, including the City's General Services Department, Los Angeles World Airports and Department of Water and Power, use software resellers to procure their many different types of software.

At its meeting on April 19, 2018, the Board approved Contract No. 39844 with Insight for an amount not to exceed \$5,500,000 for a term of one year with two one-year renewal options. A Purchase Order Change was approved by the Board on December 17, 2020,

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SUBJECT: CONTRACT WITH INSIGHT PUBLIC SECTOR

to add years four (4) and five (5) to Contract No. 39844, increasing the not-to-exceed amount to \$6,500,000. The actual expenditure to date is approximately \$6,470,034.

Proposed Contract – The proposed Contract No. 40024 with Insight (Transmittal 1) is for the purchase of computer software, computer software maintenance renewals, and related software support services. Insight is a software reseller. The proposed contract will be used for software purchases of all Divisions at the Harbor Department. Examples of existing software include front-end software such as business applications, desktop software, email, and back-end software such as databases, operating systems, troubleshooting tools, technology management, cyber security, and network software. The proposed Contract No. 40024 is for an amount not to exceed \$1,580,000 annually.

The estimated expenditures are as follows:

- Approximately \$4,740,000 over the maximum three-year term or \$1,580,000 per year is estimated for on-going maintenance costs for existing software. This is based on the current software maintenance expenditure of approximately \$1,500,000 per year plus estimated annual vendor price increases of three (3) to six (6) percent over the term of the proposed Contract. The annual price increase is determined by each software vendor and not based only on inflation. This cost includes the following:
 - Initial software license purchase and the on-going annual software maintenance fees for computer systems, databases, operating systems, tools, and other IT needs.
 - Software-related expenses for new business and technology requirements, including new licensing models as the industry continues to migrate towards cloud and mobile computing solutions.
 - New cyber security software tools required to address the rapidly growing and evolving cybersecurity risks. Over the three-year term of the proposed Contract, the Harbor Department is expected to need new software tools to address the changing cyber risks to protect its information and systems.
 - Software expenses related to City-wide standards and initiatives including the Mayor's Executive Directives and other initiatives. The Harbor Department may be required to purchase software licenses for its use to comply with the City-wide efforts.

Expenditures based on actual needs will be incurred only when the Harbor Department authorizes an order. Total expenditures will not exceed \$1,580,000 annually over the term of the proposed contract. However, the Harbor Department is not committed to spending this entire amount.

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SUBJECT: CONTRACT WITH INSIGHT PUBLIC SECTOR

The term of the proposed Contract is for one year, with two one-year renewal options that may be exercised by the Executive Director.

Selection Process – Pursuant to Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15(a)(8), it is recommended that the Harbor Department piggyback on Contract No. 23-6692-03, a national cooperative contract issued to Insight by Cobb County, Georgia, for technology product solutions and related services. Cobb County awarded its Contract No. 23-6692-03 to Insight effective May 1, 2023, based on its RFP No. 23-6692, a competitive RFP process. The Harbor Department's previous software contract, Contract No. 39844 with Insight, was based on a contract with Fairfax County, Virginia, and expired on October 10, 2023. In addition to the reduced administrative burden by piggybacking on the Cobb County contract, another potential benefit for the Harbor Department is volume discounts via scale economics because the Harbor Department's prices are based on the Cobb County purchase volume, which is much larger than the Harbor Department's alone.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of a contract with Insight for the purchase of computer software licenses, software maintenance renewals, and related software support services, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Contract No. 40024 with Insight authorizes the IT Division to purchase computer software and related support services for a not-to-exceed amount of \$4,740,000. Funding for Fiscal Year 2023/2024 is available in the IT Division budget, in Account 54110 (Computer Maintenance Services – Software), Center 0640, Program 000. Future Fiscal Year funds, as shown in the table below, will be requested as part of the annual budgeting process through the IT Division and other Harbor Department Divisions that purchase software pursuant to the proposed Contract, subject to Board approval.

Fiscal Year	Account 54110, Center 0640, Program 000
2023/2024	\$1,050,000
2024/2025	\$1,580,000
2025/2026	\$1,580,000
2026/2027	\$530,000
Total Not-to-Exceed Amount:	\$4,740,000

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Actual expenditures may differ from the estimated amounts in any given fiscal year presented in the table above. However, the total aggregate amount will not exceed \$4,740,000.

A Termination for Non-Appropriation of Funds Clause (also known as a Funding Out Clause) is included in the Contract.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the proposed Contract as to form and legality.

TRANSMITTAL:

1. Harbor Department Contract No. 40024

FIS Approval: MB (initials)
CA Approval: SO (initials)

SheebaVarughese
Sheeba Varughese
dc=poia, dc=lahd,
ou=HQ, ou=ITD,
ou=USERS, ou=EMP,
cn=Sheeba Varughese,
email=SVarughese@port
a.org
2023.10.18 14:27:00
-07'00'

Thomas E. Gazi
Digitally signed by
Thomas E. Gazi
Date: 2023.10.18
14:51:45 -07'00'

SHEEBA VARUGHESE
Chief Information Officer

THOMAS E. GAZSI
Chief of Public Safety and Emergency
Management

APPROVED:

Eugene D. Seroka
For

EUGENE D. SEROKA
Executive Director

SV:im

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

BID NO. F-1182 1
 Show this number on envelope

Contract No. 40024

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addenda, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Chandler, Arizona ON THE 30th DAY OF August, 2023
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Insight Public Sector, Inc.
 Phone 480-409-6848 Fax 480-760-9488
 Address 2701 E Insight Way Chandler AZ 85286
Street City State Zip
 Signature [Signature] Lisanne Steinheiser Global Compliance Officer
Signature Printed Name Printed Title

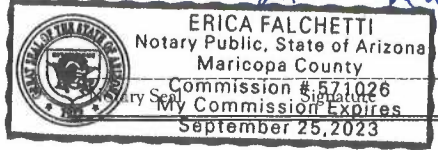


(AFFIX CORPORATE SEAL HERE)

- (Approved Corporate Signature Methods)
- a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
 - b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

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

County of <u>Maricopa</u> State of <u>Arizona</u> S.S. Subscribed and sworn this date <u>August 30</u> , 2023 <u>[Signature]</u>	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By <u>[Signature]</u> Executive Director Harbor Department <u>December 1, 2023</u> <small>Date</small>	Approved as to form and legality <u>9/18</u> , 2023 City Attorney BY <u>[Signature]</u> Deputy
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Onkles, Attorney

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1182

SUBMIT BID TO :

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

**BID DUE BEFORE
2:00 P.M.
SEPTEMBER 15, 2023**

Buyer: Jacquelyn Estrada, Procurement Analyst

Email: JEstrada@portla.org

**BIDS WILL BE PUBLICLY
OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

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

TECHNOLOGY PRODUCTS, SOLUTIONS, AND RELATED SERVICES

An agreement is requested for the Annual Requirements of the Los Angeles Harbor Department ("Department" or "City") for the above-referenced services for a term of one (1) year, commencing at the execution of the agreement, with two (2) one-year renewal options, subject to the approval of the Board of Harbor Commissioners. This Request for Cooperative Agreement is in accordance with Cobb County, Georgia, Contract 23-6692-03, with Insight Public Sector Inc., per City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a)(8) for the purchase of the Los Angeles Harbor Department requirements for: **Technology Products, Computer Software, and Related Services.**

PRICES QUOTED ARE IN ACCORDANCE WITH COBB COUNTY, GEORGIA, CONTRACT 23-6692-03, COOPERATIVE PURCHASE ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a)(8), AND ARE TO INCLUDE ALL DELIVERY CHARGES AND FEES, EXCLUDING SALES TAX.

The terms of Cobb County, Georgia Contract 23-6692-03, accessible at the following URL:

<https://www.omniapartners.com/suppliers/insight-public-sector/public-sector/contract-documents?hsCtaTracking=479a42a4-41fb-4628-b452-20eb4ce20d29%7Cc1e4ae9b-fa33-4909-9128-9777b5da082d>, are incorporated herein.

PRICING. Pricing per Cobb County, Georgia, Contract 23-6692-03 "Product Pricing Structure", accessible at the following URL: [https://www.omniapartners.com/suppliers-files/E-J/Insight Public Sector Inc%20-%20Public/Contract Documents/23-6692-03/Pricing.pdf](https://www.omniapartners.com/suppliers-files/E-J/Insight%20Public%20Sector%20Inc%20-%20Public/Contract%20Documents/23-6692-03/Pricing.pdf).

Prices to include all charges and fees, excluding sales tax.

REQ. NO.: D-24-037
NOTIFY: S. Varughese
JLE 082123
Prev: F-1004/39844

BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1182

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, SEPTEMBER 15, 2023

BIDDER'S INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, Bidder ("Contractor", "Vendor", "Supplier") shall complete and return all Quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

The Director of the Contracts and Purchasing Division ("Director") may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Department at the Quotation closing date and time.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Regional Alliance Marketplace for Procurement website – <https://www.rampla.org/s/>. It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS. Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, power and internet outages, mail delivery delays, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

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

SPECIFICATION CHANGES. If any provisions of the Specifications preclude bidder from submitting a bid, the bidder may request in writing that the specifications be modified. Such request must be received by the Buyer or Director at least five (5) working days before the bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void the bid.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void the bid.

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

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BID DUE BEFORE 2:00 PM ON: FRIDAY, SEPTEMBER 15, 2023

CONTRACTUAL TERMS SECTION

VENDOR CONTACT INFORMATION FOR CONTRACTUAL ISSUES.

Contact Person: Brittany Dunaway
Title: SLED Contract Compliance Manager
Telephone: 480-366-7029
Email Address: SLEDcontracts@insight.com

VENDOR CONTACT INFORMATION FOR SERVICE REQUESTS AND TECHNICAL SUPPORT.

Contact Person: Chris Letsinger
Title: Client Executive
Telephone: 480-409-6848
Email Address: TeamLA@insight.com

BUSINESS HOURS:

Vendor to indicate business hours:

Monday-Friday: 8 A.M. to 5 P.M. Time Zone: PST

Saturday: A.M. to P.M. Closed

Sunday: A.M. to P.M. Closed

SURVIVABILITY. Contracts awarded using the authority provided by the Cobb County, GA Contract will survive the Cobb County, GA Contract itself. As a Customer purchasing the materials and services, the Harbor Department will continue to receive ongoing service from the contracted Vendor at the agreed upon Cobb County, GA Contract rate through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing Cobb County, GA Contract through that final term and any subsequent renewals and extensions.

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

WARRANTY. Terms of warranty on new equipment, materials, and services offered (if applicable). Free PARTS and SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment and/or services have been accepted:

Parts: Manufacturer's / publisher's standard warranty Labor: 30 days for Insight-provided services

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AUTHORIZED DISTRIBUTOR/DEALER.

Bidder must indicate if it is an authorized distributor/dealer for the goods/services being quoted (please check one and initial).

Yes: *JA* No: _____ Proprietary Goods and Services

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer(s), stating that the manufacturer(s) will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer(s) will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer(s).

DELIVERY. Please specify delivery terms for supplies, equipment, hardware and accessories.

 3-5 Days after receipt of order (ARO) for normally-stocked items.

 30* Days after receipt of order for special-order and non-stock items.

*or as otherwise agreed to with end user

DELIVERY POINT. Unless otherwise specified, prices to include all delivery charges, F.O.B. the Harbor Department, Information Technology Division, 425 S. Palos Verdes Street, San Pedro, CA 90731.

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

SHIPPING CHARGES – COMMON CARRIER. Shipping/Freight charges for parts, equipment, and materials from manufacturer to vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.

DELIVERY CHARGES – BY VENDOR.

Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

RENEWAL OPTIONS. State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one (1) or two (2) years, from the date of expiration, under the same terms and conditions of the Cooperative Agreement with Cobb County, Georgia, Contract 23-6692-03.

Please complete, check one and initial for EACH option.

 JA YES NO Option granted for one (1) additional year.

 JA YES NO Option granted for second (2nd) additional year.

In the event that the Harbor Department contract should survive the originating Cooperative Agreement, the following shall apply:

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

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BID NO. F-1182

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For Price Catalog Items:

Line item(s) which reflect a percentage discount/mark-up from a manufacturer's price list shall retain the same percentage discount/mark-up.

For fixed priced line item(s):

State the following options for the respective renewal period:

Please complete, check one and initial for EACH option.

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

JA YES NO Option granted for second (2nd) additional year at a price increase not to exceed _____% over first option year prices.

*Insight's contract #23-6692-03 does not have any fixed line item pricing

It is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs, and submitted, in writing, to the Director of Contracts and Purchasing. No increase will be granted without prior approval of the Director of Contracts and Purchasing.

MISCELLANEOUS PURCHASES. The Harbor Department requests the option to purchase miscellaneous related materials and services, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$1,000.00 per order, per invoice.

Check one:

Option Granted Option Not Granted INITIAL: JA

FINANCIAL CLAUSES

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be **\$1,580,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

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

SALES TAX PERMIT. A valid California State Board of Equalization Seller's Permit No. is required to collect California State Sales Tax.

Permit Number: 100-854520 N/A

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

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

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

BTRC Number: 0000229876

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). **Please provide a copy of your firm's IRS Form W-9 with your bid.** Please confirm the remit address for invoice payment below:

COMPANY: Insight Public Sector, Inc.

REMIT TO: ADDRESS: PO Box 731072

Dallas, TX 75373-1072

A/R EMAIL: ach@insight.com

Invoices submitted for payment where the invoice name and address do not match the name and address as they appear on the Contract, or as indicated in the space above, will not be processed and will be returned to the vendor.

WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.

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BID NO. F-1182

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- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

Please Check One:

Both Bidder's Legal Address and Remittance Address are located within the State of California. Withholding Forms Not Required.

Withholding Forms Attached **Withholding Forms on File with the Department**

INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND INSURANCE:

Indemnification

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

Acceptable Evidence and Approval of Insurance

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

POLICY COPIES

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1182

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, SEPTEMBER 15, 2023

PRIMARY COVERAGE

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

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

ADDITIONAL INSURED

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

NOTICE OF CANCELLATION

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

RENEWAL

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

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

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

NOTE

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

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

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Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars (\$1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than one million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

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

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:


_____ (initial)

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

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1182

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GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

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

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

SWEAT-FREE PROCUREMENT POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.

ETHICS.

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55, attached, to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

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

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

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

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

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

PRIOR TO BEING AWARDED A CONTRACT with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City. Vendors who are already registered may look up their RAMP ID at: <https://www.rampla.org/s/regional-profiles> .

RAMP ID Number(s): 3041, 8393

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1182

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, SEPTEMBER 15, 2023

GENERAL CONDITIONS READ CAREFULLY

- FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
- TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
- SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
- BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
- AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
- PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
- PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
- DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
- DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
- INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
- INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

- TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.

- CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
- PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
- ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
- NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
- SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
- PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
- CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
- PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1182

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FRIDAY, SEPTEMBER 15, 2023

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days' written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP) F-1182/40024	Awarding Authority (Department awarding the contract) HARBOR
Bidder Name Insight Public Sector, Inc.	
Address 2701 E Insight Way Chandler, AZ 85286-1930	
Email Address TeamLA@insight.com	Phone Number 480-409-6848

Certification

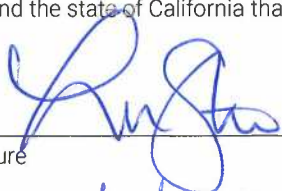
I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Lisanne Steinheiser 
Name Signature

Global Compliance Officer 8/30/2023
Title Date

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): F-1182/40024 Date Bid Submitted: 8-30-23

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
TECHNOLOGY PRODUCTS, COMPUTER SOFTWARE AND RELATED SERVICES

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: Insight Public Sector, Inc.

Bidder Address: 2701 E. Insight Way, Chandler, AZ 85286-1930

Bidder Email Address: TeamLA@insight.com Bidder Phone Number: 480-409-6848

Schedule Summary

Please complete all three of the following:


1. SCHEDULE A – Bidder's Principals (check one)
The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6). Yes No
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

2. SCHEDULE B – Subcontractors and Their Principals (check one)
The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) Yes No

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 3

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Lisanne Steinheiser 
Name Signature

Global Compliance Officer 8/30/2023
Title Date

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's 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: Scott Friedlander Title: President
 Address: 13755 Sunrise Valley Dr., Ste. 750, Herndon, VA 20171

Name: Sharon Ennis Title: Secretary
 Address: 13755 Sunrise Valley Dr., Ste. 750, Herndon, VA 20171

Name: Virginia Adams Title: Treasurer
 Address: 13755 Sunrise Valley Dr., Ste. 750, Herndon, VA 20171

Name: Lisanne Steinheiser Title: Global Compliance Officer
 Address: 2701 E. Insight Way, Chandler, AZ 85286

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
N/A
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. 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: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
 (California Public Contract Code Sections 2200-2208)

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

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

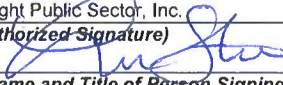
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

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

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

<i>Vendor Name/Financial Institution (printed)</i> Insight Public Sector, Inc.		<i>City of LA Business Tax ID # (or n/a)</i> 2229876
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Lisanne Steinheiser, Global Compliance Officer		
<i>Date Signed</i> 8/30/2023	<i>CITY EMPLOYEE USE ONLY: (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

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

<i>Vendor Name/Financial Institution (printed)</i>		<i>City of LA Business Tax ID # (or n/a)</i> 000229876
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Signed</i>	<i>CITY EMPLOYEE USE ONLY: (Signature)</i>	<i>(Print Name)</i>

INSIGHT PUBLIC SECTOR, INC.
an Illinois corporation

As of January 1, 2022
Consent in Lieu of Special Meeting of the
Board of Directors Pursuant to Section 8.45 of the
Illinois Business Corporation Act of 1983

The undersigned, being all of the directors of **INSIGHT PUBLIC SECTOR, INC.**, an Illinois corporation (the "Corporation"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983, do hereby consent to the adoption of, and do hereby adopt, the following resolutions, effective as of the date below, and declare them to be in full force and effect as if adopted at a regular scheduled meeting of the Board of Directors of the Corporation:

RESOLVED that the Board of Directors of the Corporation hereby approve and adopt the signatory chart attached hereto as **Exhibit A** and incorporated herein by reference.

FURTHER RESOLVED that all business transacted by the Corporation, and all acts of the directors and officers of the Corporation with regard to the transaction of such business by the Corporation since the organization of the Corporation, are hereby ratified, approved, and confirmed.

This consent shall have the same force and effect as the unanimous vote of all the directors of the Corporation at a meeting duly called, convened, and held in accordance with the Articles of Incorporation and Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this written consent and shall be effective as of the date written above.

DIRECTORS:

Scott Friedlander
Scott Friedlander (Jan 7, 2022 16:21 EST)

Scott W. Friedlander

Sharon Ennis

Sharon Ennis









2022.01.07_IPS Consent approvg sign matrix consent & Exhibit A

Final Audit Report

2022-01-07

Created:	2022-01-07
By:	Susan Triggs (Susan.Triggs@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqcjlxDh76btINWN2OSE4iEDbOubwsyfl

"2022.01.07_IPS Consent approvg sign matrix consent & Exhibit A" History

-  Document created by Susan Triggs (Susan.Triggs@insight.com)
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