

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

BID NO. F-850 Page 1
Show this number on envelope

Contract No. 39693

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS, OPTIONS, NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: Los Angeles, California ON THE 30 DAY OF December, 2013
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name En Pointe Technologies Sales Inc.
Phone 310-337-5908 Fax 310-258-2310
Address 18701 S. Figueroa Street Gardena, CA 90248-4506
Street City State Zip
Signature [Signature] Printed Name Wasil Ahmed Kousal Printed Title Director of Operations & IT

Signature Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)

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

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

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

County of Los Angeles
State of California S.S.

Subscribed and sworn this date
January 2nd 2014



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

By Executive Director Harbor Department
Date

Approved as to form and legality
1/29 2014

City Attorney
BY [Signature] Deputy



187015, Figueroa St.
Garden, CA 900248-4506
310.337.5200

www.enpointe.com

RESOLUTION OF BOARD OF DIRECTORS

The undersigned here certifies to that he is duly elected, qualified and acting Assistant Secretary of EN POINTE TECHNOLOGIES SALES, INC., a corporation duly existing and in good standing under the laws of the State of Delaware (the "Corporation"); as such office he has custody of the corporate records of the Corporation; including the minutes of the meetings of, and actions taken by consent of, its Board of Directors; (i) at a meeting of said Board of Directors duly called, convened and held, at which there was present and action throughout a quorum of the Board of Directors or pursuant to a written consent duly executed by all directors of the Corporation, the following resolution was duly adopted by the Board of Directors of the Corporation; and said resolutions have not been amended or rescinded, and presently are in full force and effect and do not in any manner contravene the charter or by-laws of the Corporation: RESOLVED: That on February 13, 2012, Wasi Ahmed Yousaf, Director of Operations and Information Technology of En Pointe Technologies Sales, Inc. was empowered and authorized to execute and deliver all contracts on behalf of the Corporation.

FURTHER RESOLVED, that the board is authorized and directed to do the following in the name and on behalf of this Corporation, namely, to do all such other acts and things as it deems necessary or advisable to establish and to carry out the intent of these resolutions and the transactions contemplated herein with all such acts.

IN WITNESS WHEREOF, the undersigned has set his hand as such Assistant Secretary of the Corporation on April 16, 2012.

A handwritten signature in cursive script, appearing to read "J. Genato", is written over a horizontal line.

Jordan Genato
Assistant Secretary

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-850

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.
January 3, 2014

**BIDS WILL BE PUBLICLY
OPENED**

Buyer: : Leticia Caldera, Procurement Analyst (310) 732-3890

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

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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Intel-Based Computers and Local Area Network Systems, Equipment and Related Technical Services

REVISED

This contract is in accordance with Los Angeles World Airports Contract No. DA-4839, Cooperative Purchase Arrangement, per the City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8) for the annual requirements of the Los Angeles Harbor Department for **Intel-Based Computers and Local Area Network Systems, Equipment and Related Technical Services** to be furnished and delivered as may be required during a one-year period from effective date of the agreement.

The terms of the attached Los Angeles World Airports Contract No. DA-4839 are incorporated herein.

1. EQUIPMENT, COMPUTER - "DELL"

PRICE LIST DISCOUNTS/MARK UPS:

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

State percentage discount (-)/mark up (+) offered to the City: [circle one] - (+) 3 %

State manufacturer: DELL

Price list no./date: _____

Applicable price column: _____

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

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

REQ. NO.: D-14-205 NOTIFY: Luis Garcia PAGE 2	STATE TIME OF DELIVERY: <u>7-10</u> DAYS AFTER RECEIPT OF ORDER TERMS <u>1%</u> DISCOUNT FOR PAYMENT WITHIN <u>26</u> DAYS. NET 30 BIDDER MUST SIGN THIS BID ON PAGE 1
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FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-850

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: JANUARY 3, 2014

2. EQUIPMENT, COMPUTER - "LENOVO"

PRICE LIST DISCOUNTS/MARK UPS:

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

State percentage discount (-)/mark up (+) offered to the City: [circle one] - (+) 3 %

State manufacturer: LENOVO

Price list no./date: _____

Applicable price column: _____

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

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

3. EQUIPMENT, COMPUTER - "HEWLETT-PACKARD"

PRICE LIST DISCOUNTS/MARK UPS:

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

State percentage discount (-)/mark up (+) offered to the City: [circle one] - (+) 3 %

State manufacturer: HEWELETT PACKARD

Price list no./date: _____

Applicable price column: _____

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

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

CONTINUE TO NEXT PAGE

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**CITY OF LOS ANGELES
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BID NO. F-850
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BID DUE BEFORE 2:00 PM ON: JANUARY 3, 2014

4. EQUIPMENT, COMPUTER - "CISCO"
PRICE LIST DISCOUNTS/MARK UPS:

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

State percentage discount (-)/mark up (+) offered to the City: [circle one] - (+) 3 %

State manufacturer: CISCO _____

Price list no./date: _____

Applicable price column: _____

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

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

5. EQUIPMENT, COMPUTER - "EMC"
PRICE LIST DISCOUNTS/MARK UPS:

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

State percentage discount (-)/mark up (+) offered to the City: [circle one] - (+) 3 %

State manufacturer: EMC _____

Price list no./date: _____

Applicable price column: _____

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

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

CONTINUE TO NEXT PAGE

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6. EQUIPMENT, COMPUTER - "NETAPP"

PRICE LIST DISCOUNTS/MARK UPS:

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

State percentage discount (-)/mark up (+) offered to the City: [circle one] - (+) 3 %

State manufacturer: NETAPP

Price list no./date: _____

Applicable price column: _____

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

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

7. EQUIPMENT, COMPUTER - ALL OTHERS

PRICE LIST DISCOUNTS/MARK UPS:

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

State percentage discount (-)/mark up (+) offered to the City: [circle one] - (+) 3 %

State manufacturer: ALL OTHERS

Price list no./date: _____

Applicable price column: _____

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

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

CONTINUE TO NEXT PAGE

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**CITY OF LOS ANGELES
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BID NO. F-850

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BID DUE BEFORE 2:00 PM ON: JANUARY 3, 2014

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

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

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

ADDENDUMS. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website - www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website - www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

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

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

SUPPLIER CONTACT INFORMATION:

Contact Person: Imran Yunus

Title: Director SLED Sales West

Telephone No.: 310-337-5908

Fax No.: 310-258-2310

E-Mail Address: iyunus@endpointe.com

24 Hour Contact No.: 310-766-0124

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
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BID NO. F-850

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: JANUARY 3, 2014

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be \$ 2,250,000.00 (FY 14/15 - \$750,000.00; FY 15/16 - \$750,000.00; FY 16/17 - \$750,000.00). No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Director of Contracts and Purchasing.

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

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

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

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

Three (3) additional copies of the Price List(s) will be required to be submitted by the successful bidder prior to award of a contract. In addition, four (4) copies of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Agent, Attn: Leticia Caldera, 500 Pier A Street, Berth 161, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

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

** For electronic pricing visit www.accesspointe.com

PRICE VERIFICATION

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

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ELECTRONIC CATALOG AND ELECTRONIC PRICE LIST

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

INVOICE INSTRUCTIONS

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

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
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BID DUE BEFORE 2:00 PM ON: JANUARY 3, 2014

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

x (Yes) No) Option granted for one additional year.

x (Yes) No) Option granted for second additional year.

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

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

TERMINATION FOR NON-APPROPRIATION:

The Port's (City's) obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

MAKES, MODELS & BRAND NAMES. Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

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

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

Yes: x No:

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

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
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BID NO. F-850

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BID DUE BEFORE 2:00 PM ON: JANUARY 3, 2014

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

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

DELIVERY POINT. F.O.B. Port of Los Angeles, Information Technology, 425 S. Palos Verdes Street, San Pedro, CA 90731.

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

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

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

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: SR 2 AS 97-216834

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

REMIT TO: NAME: En Pointe Technologies Sales Inc.

ADDRESS: PO Box 514429
Los Angeles CA 90051-4429

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

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CITY OF LOS ANGELES
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BID NO. F-850

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LOCAL BUSINESS PREFERENCE PROGRAM. The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

IRAN CONTRACTING ACT OF 2010

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

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CONTRACT SOLICITATIONS CHARTER SECTION 470 (C) (12) 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 bid 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 City Ethics Commission (CEC) Form 55 to the awarding authority at the same time the bid is submitted (See Attachment). The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 may be deemed nonresponsive. Proposers 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.

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

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

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.

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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.

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.

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

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BID DUE BEFORE 2:00 PM ON: JANUARY 3, 2014

GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.I., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agree to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 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.
18. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Bidder is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

END

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