



Contracts and Purchasing Division

Berth 161 500 Pier "A" Street Wilmington, CA 90748-0786 TEL/TDD 310 732-3890 FAX 310 513-6234 www.portoflosangeles.org

Antonio R. Villaraigosa

Mayor, City of Los Angeles

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Joseph R. Radtsch

Geraldine Knatz, Ph.D

Executive Director

May 29, 2009

En Pointe Technologies Sales Inc.  
18701 S. Figueroa St.  
Gardena, CA 90248

Attn: Imran Yunus

RE: Los Angeles Harbor Department Bid No. F-634, Contract #39478,  
**"Intel based Computers and Local Area Network Equipment and Related Equipment  
Supplies and Services"**

The above referenced contract has been awarded to your company. Your copy of the contract approved and signed by the City Attorney is enclosed. This contract has been funded in the amount of \$ 1,500,000.00, plus applicable sales taxes and freight.

Please proceed with performance of the contract.

All delivery tickets, invoices, and allied documents must show the above CONTRACT NUMBER.

Upon completion of deliveries, submit itemized invoices in triplicate to:

Harbor Department, City of Los Angeles  
Attn: Accounting Section  
P.O. Box 191  
San Pedro, CA 90731-0191

Sincerely,

Juan Benitez  
Procurement Supervisor

Enclosures: Contract No. 39478

cc: Accounting  
Controller  
Risk Management  
Information Systems: Lance Kaneshiro – D-7341

BY MAIL: F. O. Box 786, Wilmington, CA 90748

Show this number on envelope

DELIVERY: 500 Pier "A" Street, Berth 101  
Wilmington, CA 90744

Contract No. 39478

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: Gardena, California ON THE 19 DAY OF March, 2009  
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 South Figueroa Street, Gardena, California 90248  
Street City State Zip

Bob Din Apr 20, 09 Bob Din President  
Signature Printed Name Printed Title  
Robert Mercer Robert Mercer Corporate Secretary  
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 \_\_\_\_\_  
State of \_\_\_\_\_ S.S.  
Subscribed and sworn this date \_\_\_\_\_, 200\_\_  
Notary Seal Signature

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 Molly Campbell  
Executive Director Harbor Department  
5/11/09  
Date

Approved as to Form  
3/25, 2009  
City Attorney  
BY [Signature]  
Deputy KANN

# FORMAL REQUEST FOR BIDS

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-634**

**SUBMIT BID TO :**

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

**By Mail:** Los Angeles Harbor Department  
Purchasing Office  
P. O. Box 786  
Wilmington, CA 90748

**BID DUE BEFORE  
2:00 P.M.  
March 17, 2009**

**Buyer:** Juan Benitez, Procurement Supervisor (310) 732-3890

**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.**

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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**Intel Based Computers and Local Area Network Equipment, and  
Related Equipment Supplies and Services.**

This contract is for the annual requirements of the Los Angeles Harbor Department for: **INTEL BASED WORKSTATIONS AND LOCAL AREA NETWORK SYSTEMS EQUIPMENT AND RELATED TECHNICAL SERVICES** to be furnished and delivered as may be required during the contract period commencing **April 1, 2009** and ending **March 31, 2011**.

**PRICES QUOTED ARE IN ACCORDANCE WITH THE LOS ANGELES WORLD AIRPORTS CONTRACT NO. DA-4301 COOPERATIVE PURCHASING ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15(A)(8).**

**EQUIPMENT**

Product Category

Acquisition Mark-up % - Dell .....	2%
Acquisition Mark-up % - Gateway.....	1.50%
Acquisition Mark-up % - IBM.....	2%
Acquisition Mark-up % - NEC/Mitsubishi.....	2%
Acquisition Mark-up % - Hewlett-Packard/Compaq.....	2%
Acquisition Mark-up % - Toshiba.....	2%
Acquisition Mark-up % - F5 Networks.....	4%
Acquisition Mark-up % - All Others.....	3%
 Restocking Fee.....	 5%
 Discount terms.....	 0.5%;26days

REQ. NO.: D-7341 NOTIFY: Jane Broadwell 03/02/09 JB: br PAGE 2	STATE TIME OF DELIVERY: <u>10</u> DAYS AFTER RECEIPT OF ORDER TERMS <u>.5</u> % DISCOUNT FOR PAYMENT WITHIN <u>26</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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**SERVICE CATEGORY**

Desktop/Laptop PC PC Software and Hardware Components Installation - Regular Hourly Rate	\$45.00 /hr
Desktop/Laptop PC PC Software and Hardware Components Installation - Off Hours Hourly Rate	\$79.00/hr
Desktop/Laptop PC PC Software and Hardware Components Installation - Per Unit Cost during Regular Hours	\$35.00/ea
Desktop/Laptop PC Software and Hardware Components Installation - Per Unit Cost during Off Hours and Holidays	75.00/ea
Installation of File Server Software and Server Hardware Componenets Regular Hourly Rate	75.00/hr
Installation of File Server Software and Server Hardware Components Off Hours and Holiday Hourly Rate	\$110.00/hr
Installation of File Server Software and Server Hardware Components - Per Unit Cost during Regular Hours	\$45.00/ea
Installation of File Server Software and Server Hardware Components - Per Unit Cost during Off Hours and Holidays	\$67.50/ea

**SUPPLIER CONTACT INFORMATION:**

Contact Person: Imran Yunus

Title: Director of Government Sales

Telephone No.: 310-337-5908

Fax No.: 310-258-2310

E-Mail Address: iyunus@endpointe.com

24 Hour Contact No.: 310-766-0124

**AUTHORIZED DISTRIBUTOR/DEALER:**

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

Yes:   X   No:

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-634

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.

**ESTIMATED EXPENDITURE:** Total expenditures under this contract are estimated to be \$ 1,500,000.00. 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 & Purchasing.

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

**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 Officer, Post Office Box 786, Wilmington, CA 90748. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

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

**SAFETY APPROVAL.** Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

**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.

**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 (i.e., Port Police, Finance, 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.

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

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-634**

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

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

**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.**

**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: **P.O. Box 514429, Los Angeles, 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.

**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.

**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

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-634

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.

**SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE POLICY**

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

**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.

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 626-9271, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

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

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

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GENERAL CONDITIONS  
READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
 

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.
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
 

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

11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.

13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

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

THE END

No. 285 Rev. 4/07-116