THE CITY OF NEW YORK
FINANCIAL MANAGEMENT SYSTEM

PURCHASE ORDER

FISA FORM ACECF 200 (4/99)

DATE PREPARED MO / DY / YR 06/30/15	ACCTNG PERIOD MO / YR	ORDER ACTION: CHECK ONE ✓ NEW ☐ MODIFICATION ☐ CANCEL	ORDER ID: AGCY CD PO 858 ORDER NO. 20162004716
DATE APPROVED MO / DY / YR 08/10/15	DATE SENT TO VENDOR MO / DY / YR 08/10/15	DELIVERY DATE MO / DY / YR	ORDER TYPE ☐ PG-REL ORDER ☐ PG-BLANKET ORDER ✓ PO-PURCH. ORDER ☐ SI-SHIP INSTR.
CONTRACT NUMBER		INSPECTION DIVISION TEL.# CALL 24 HOURS PRIOR TO DELIVERY	TERMS
			PAGE 1 OF 1

PAYEE / VENDOR INFORMATION

CODE 0001197861 TEL. # (310) 337-5200
NAME ENPOINTE TECHNOLOGIES SALES, INC.
ATTENTION Jordan Genato
ADDRESS 18701 S. Figueroa Street
CITY,STATE & ZIP Gardena, CA 90248-4506

DELIVER TO INFORMATION (24 Hr Notice Prior To Delivery)

AGENCY HRO RM. # 26TH FL
ADDRESS 250 BROADWAY
CITY,STATE & ZIP NY,NY 10007
ATTENTION Anna Poiman TEL. # (212) 615-5018

INVOICE TO INFORMATION (If Same as Delivery, Indicate "Same")

AGENCY DoITT RM. # 9th Floor
ADDRESS 255 Greenwich St.
CITY,STATE & ZIP New York, NY 10007
ATTENTION AUDITS &ACCOUNTS TEL. # (212) 788-6354

BFY	DETAIL FUND	DETAIL AGENCY	U / A	BUDGET CODE	DETAIL OBJECT	SUB. OBJ.	REPORTING CATEGORY		FUNCTION	ORG	SUB ORG	ACTIVITY
16	001	858	002	A606	6130							

REFERENCE REQUISITION 16RQ00034 | LINE # 1 | LINE AMOUNT $ 3,718.80 | REFERENCE CODE 85816RQ00034 | ☐ INC ☐ DEC

ITEM #	COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT	$ UNIT PRICE	$ LINE AMOUNT
1		Barracuda Web Application PLEASE SEE ATTACHMENT A (85816RQ00034) PRODUCT DESCRIPTION AND PRICING. Note To Vendor: If services are not provided by _8/10/15_____to satisfaction, payment will not be provided to the vendor until services are delivered/determined to be satisfactory. TERM: 6 MONTHS Attached for your review is the Supplementary General Conditions – Community Development Block Grant Requirements. (Appendix B); Hurricane Sandy CDBG-DR (Attachment -B);Federal Labor Standards Provision; (HUD-4010)				0.00 0.00 0.00

COMMENTS PLEASE MAKE SURE PURCHASE ORDER NUMBER IS ON ALL INVOICES. PURSUANT TO OGS contract Group#79518

TOTAL ORDER AMOUNT $ 3,718.80

CERTIFICATE OF NECESSITY
"I CERTIFY THAT THE ITEMS HEREIN ARE NEEDED AND WILL BE USED BY THE AGENCY FOR THE PURPOSE STATED ONTHE BUDGET APPROPRIATION OR MODIFICATION."
PREPARED BY TITLE
APPROVED BY Madi Anne Cole TITLE

AGENCY CERTIFICATION
"I CERTIFY THAT THE ITEMS HEREIN HAVE BEEN CHARGED TO THE CORRECT ACCOUNTING CODES LISTED ABOVE WHICH ARE UNDER THE JURISDICTION OF THIS DEPARTMENT".
CERTIFIED BY June Almeda
DATE 8/10/15

CERTIFICATE OF ACCEPTANCE INTO FMS
"I CERTIFY THAT SUFFICENT FUNDS ARE AVAILABLE AND HAVE BEEN ENCUMBERED IN THE ABOVE NAMED ACCOUNTING CODES."
DATE ACCEPTED BY FMS
CERTIFIED BY

1-FMS ENTRY/PURCHASING AGENCY

The Department of Citywide Administrative Services (DCAS)
FOR OPEN MARKET ORDERS – BID TERMS AND CONDITIONS (REV. 3/2000)
All quotations are subject to the following terms UNLESS MODIFIED.

1. PRICE FIXED ITEMS - The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the Federal Price Discrimination Law (Robinson-Patman Act) do not apply to purchases made by the City.

2. "OR EQUAL" BIDDING -When a bid standard or equal is specified, the bidder may offer an article which he certifies to be equal and must submit proof that the article is equal in quality, performance and other essentials to the bid standard. If bidder fails to name a substitute, he will be required to furnish the bid standard.

3. SAMPLES - (a) Official samples will be on file as indicated in the Bid/Order.

(b) If samples or drawings are required of the bidder, he shall furnish them free of charge and when they are no longer required, he shall remove them at his expense. Samples not removed within 30 days after written notice shall be deemed abandoned and the City shall have the right to dispose of them as its own property. The City will not be responsible for the destruction or mutilation of a sample in examination.

4. F.O.B. DELIVERY POINT - All prices must be F.O.B. delivery point, unloaded, inside and assembled.

5. FOREIGN GOODS - If offering foreign merchandise bidder shall show country of origin.

6. NEW MERCHANDISE - Deliveries must consist of new and unused merchandise.

7. LABELS - The original, unmutilated label or marking of the manufacturer must be securely affixed to all supplies which are customarily labeled or identified.

8. CONTAINERS AND REELS - Delivery containers and reels become the property of the City unless otherwise specified.

9. PRICING - Bidder shall insert unit price and extension against each item in the class. In case of discrepancy, the unit price shown shall govern. Lead pencil must not be used. When class bids are indicated, bidder must bid on every item in the class. A bidder desiring to bid "no charge" on an item in a class must so indicate; otherwise the bid for the class will be construed as incomplete.

10. DISCOUNTS - Trade discounts will be a factor in determining the award. Cash discounts will not be a factor in determining awards but may be considered in tie bids.

11. ITEM AND CLASS AWARDS - Items may be combined and awarded as a group to achieve a saving in ultimate cost by reducing the number of orders to be issued.

12. TIE BIDS - Tie bids will be decided by the Commissioner.

13. NON-CONFORMING BIDS - A bid on any basis other than that indicated in the proposal will be considered non-conforming and may not be accepted.

14. DELIVERY HOURS - Delivery shall be made between 9:00 A.M and 3:30 P.M Monday through Friday, except holidays, at other times by special arrangement or as indicated.

15. DELIVERY TIME - Delivery time shall be computed in calendar days from perforated date or that indicated as the mailing date.

16. DELIVERY DELAY - (a) If the seller cannot make delivery by the due date because of any fault of the City, he shall notify the Commissioner (DCAS) in writing before the due date and the Commissioner may grant him an allowance of time.

(b) If the delayed delivery is occasioned through no fault of the City or the seller, the seller shall notify the Commissioner (DCAS) in writing before the due date and the Commissioner may grant him an extension of time; or the Commissioner may, in his discretion, obtain the item elsewhere without liability to the City or to the seller.

17. INSPECTION - Delivery will be examined by an Inspector of the Contracting Agency at the delivery point or at any other place he may select.

18. REJECTED MERCHANDISE - (a) GENERAL - The Contracting Agency may withhold acceptance of or reject any goods which, upon examination, are found not to meet the specification requirements. Upon written notification or rejection, goods shall be removed immediately by the seller. Rejected goods left beyond thirty (30) days shall be its own property. No written notice of rejection need be given on foodstuffs and drugs. Unless otherwise directed, the seller, on oral notice from the Contracting Agency, shall immediately remove and replace rejected foodstuffs and drugs.

(b) SPECIAL LIFE and HEALTH HAZARDS - Any food, drug or other commodity found by the Contracting Agency to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the seller until it has been examined by Department of Health. If condemned, the commodity shall be disposed of as provided by law.

19. NON-DELIVERY OR REJECTION - If the seller fails to make delivery within the time specified or if the delivery is rejected, the Commissioner may obtain the material from other sources under the buy-against procedure set forth herein.

20. BUY-AGAINST PROCEDURE - Should the new purchase price exceed the order price, the City shall charge the seller the exceed cost, the cost of reletting the order and, where applicable, liquidated damages. Should the new purchase price be less than the order price, the seller shall have no claim to the difference; and the reletting cost and any applicable liquidated damages shall be charged against him. All such charges against a seller shall be deducted from money that is due or shall become due him from the City. In the event that there is no money due him, the seller shall pay the amount of the charges.

21. PAYMENT - The City will make every effort to pay invoices within thirty (30) days after proper delivery of merchandise. The City will also avail itself of cash discounts for payment within prescribed whenever possible.

22. AUDIT BY COMPTROLLER - Purchase orders are subject to audit by the Comptroller.

23. ASSIGNMENTS - No assignment shall be valid without the written consent of the Commissioner (DCAS).

24. SALES AND EXCISE TAXES - The City is exempt from the payment of sales and excise taxes. The price bid must be net exclusive of taxes and will be so construed. If a certificate of exemption from taxes levied on merchandise is needed, bidder should indicate this in his quotation and a certificate will be forwarded with any order which may result from his bid. The New York State Department of Taxation and Finance has ruled that, with respect to purchases made by governmental agencies, the purchase order may be accepted in lieu of a Sales Tax Exemption Certificate.

25. LIMITATION OF ACTION - No action arising out of a Purchase Order for any cause whatsoever shall be maintained against The City of New York by a seller or anyone claiming under a seller unless such action shall be commenced within one year after:

(a) the expiration of the Purchase Order; or

(b) the date of written notice from the City to the seller of complete rejection or withheld acceptance of delivery; or

(c) the date of written notice from the City to the seller of a deduction from the agreed price on the order; or

(d) the date of notice of assessments of cost on a buy-against; whichever event is latest in time.

26. DISCRIMINATION IN EMPLOYMENT - As required by the New York State Labor Law, Section 220-E, and by the New York City Administrative Code, Section 343.8.0: No contractor, subcontractor or any person on his behalf shall in any manner discriminate against or intimidate any employee hired or to be hired for the performance of work under this contract on account of race, creed , color, national origin, sex or age.
This contract may be cancelled or terminated and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

27. INVESTIGATIONS - 1. The parties to this contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

2. (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City or any public benefit corporation organized under the law of the State of New York, or;

(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in an investigation, audit or inquiry conducted by City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreements, lease, permit, contract, or license entered into the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

3. (a) The Agency Chief Contracting Officer or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license shall convene a hearing, upon not less than five (5) day written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(b) If any non-governmental party to the hearing request an adjournment, the Agency Chief Contracting Officer or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to 27.5 below without the City incurring any penalty or damages for delay or otherwise.

4. The penalties which may attach after a final determination by the Agency Chief Contracting Officer or Agency Head may include but, shall not exceed: (a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought from submitting bid for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City ; and or (b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages in account of such cancellation or termination; monies lawfully due for Services delivered, work done, rental, or fees accrued prior to the cancellation or termination shall be paid by the City.

5. The Agency Chief Contracting Officer or Agency Head shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in paragraphs 27.5(a) and 27.5(b) below. S/he may also consider, if relevant and appropriate, the criteria established in paragraphs 27.5(c) and 27.5(d) below in addition to any other information which may be relevant and appropriate.

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts leases, permits or licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties 27.4 above, provided that the party or entity has given actual notice to the Agency Chief Contracting Officer or Agency Head upon the acquisition of the interest or at the hearing called for in 27.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

6. Definition for the purpose of this include the following:

(a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(c) The term "entity" as used herein shall be defined as any firm, partnership corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

7. In addition to and notwithstanding any other provision of this Contract the Agency Chief Contracting Officer or Agency Head may in his or her sole discretion terminate this Contract upon not less than three (3) days written notice in the event Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ATTACHMENT A
BID WORKSHEET
PIN 85816RQ00034

Company Name: En Pointe Technologies Sales Inc.

NOTICE TO ALL BIDDERS: FAILURE TO COMPLETE THIS SECTION IN DETAIL SHALL RESULT IN REJECTION OF YOUR BID

Line No.	Part Number	Description	Qty.	Unit Price	Extended Price
1	BWFCAZ010A-v0	BARRACUDA WEB APPLICATION FIREWALL FOR MICROSOFT AZURE LEVEL 10 – 1 DAY BAR-WF-482660	180	$20.66	$3,718.80
				Grand Total	$3,718.80

Award -The contract shall be awarded to the lowest responsive and responsible bidder that submits the lowest Grand Total Price.

Delivery Terms -The awarded vendor must be able to provide items listed on this solicitation ten (10) business days after the receipt of an approved purchase order.

Term- The term of the contract shall be for a period of Six (6) Months from notice to proceed.

Termination of Agreement

A) The Department and/or City shall have the right to terminate this Agreement, in whole or in part:
1. Under any right to terminate as specified in any section of this Agreement.
2. Upon the failure of the Contractor to comply with any of the terms and conditions of this Agreement.
3. Upon the Contractor's becoming insolvent.
4. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntarily or involuntarily.
5. Upon the Commissioner's determination, termination is in the best interest of the City.

B) The Department of City shall give the Contractor written notice of any termination of this Agreement specifying therein the applicable provisions of subsection A of this section and the effective date thereof which shall not be less than ten (10) days from the date the notice is received.

Taxpayer Affirmation - Contractor affirms that Contractor is not in arrears to the City of New York upon debt or contract, or taxes, and is not a defaulter as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Contractor to receive public contracts.

ATTACHMENT A
BID WORKSHEET
PIN 85816RQ00034

THE FOLLOWING PROVISIONS PERTAIN TO SOFTWARE

The Contractor shall perform all services in accordance with the terms of this Agreement and the State Contract or GSA Contract. The Contractor is providing computer software under this Agreement under the following conditions:

A. Ownership of Materials

Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement shall become the exclusive property of the City.

B. Ownership of Copyright

To the extent the Contractor is procuring for the City's benefit a license to use third-party software, the licenses shall be perpetual, nonexclusive and nontransferable licenses for the City to use the software described in Exhibit 2. The term, "software" shall mean computer programs in object code format, together with any manuals.

C. Warranties and Indemnification

1. Warranties of Title

To the extent that the Contractor is procuring for the City's benefit a license to use third-party software, the Contractor represents and warrants that it has obtained all necessary permissions and clearances, in writing, to provide such license, copies of which shall be provided to the City upon execution of this Agreement.

2. Intellectual Property Indemnification

The Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, suits, damages, judgments, liabilities, costs and expense, including reasonable attorneys' fees, to which it may be subject because of or related to any claim that any licensed software or enhancements, as applicable, infringes or violates the copyright, trademark, or any other property or personal right of any third party. This indemnification shall survive the termination or expiration of this Agreement. Furthermore, Contractor shall defend and settle at its sole expense all suits or proceedings brought against Contractor arising out of the foregoing. However, in cases involving software, no such settlement shall be made that prevents the City from continuing to use the software without the City's prior written consent, which consent shall not be withheld unreasonably.

Cure for Claimed Breach of Intellectual Property Rights in Software
In the event an injunction or order shall be obtained against the City's use of software under this Agreement by reason of the allegations, or if in Contractor's opinion the software is likely to become the subject of a claim of infringement or violation of a copyright, trade secret or other proprietary right of a third party, or if the City's ability to enjoy use of the software has become materially disrupted by a claim of a third party, Contractor shall at its option and expense: (i) procure for the City the right to continue using the software; or (ii) replace or modify the software so that it becomes non-infringing, but only if the modification or replacement does not adversely affect the specifications for the software or its use by the City.

D. Software Escrow Account

(a) To the extent that this Agreement includes software licensed to the City (excluding "off-the-shelf" software), Contractor represents (i) that it has entered into, and that it shall maintain in full force and effect a Source Code Escrow Agreement with an escrow agent (the "Escrow Agent"), which escrow agreement provides

materially the same terms and conditions as follows, and (ii) that all source code and related documentation for the licensed software is under escrow deposit pursuant to said escrow agreement. The Contractor shall provide thirty (30) days prior written notice of a change of Contractor's Escrow Agent.

(i) Source code must be held by the Escrow Agent in trust for the City;
(ii) All updates must be escrowed as they are issued;
(iii) The Escrow Agent shall verify deposit of the software and all updates and so notify the City;
(iv) The City shall be permitted periodic testing of all source code held in escrow; and;
(v) If the Contractor, its assignees or successor *(a)* becomes insolvent or ceases to exist as a business entity; or *(b)* fails to perform its obligations under this Agreement and fails to cure said failure within thirty (30) days following receipt of written notification of said failure; the City shall have the right to so certify to the Escrow Agent and to direct the Escrow Agent to provide the City with a copy of the Source code and commentary for the installed release level of the product utilized by the City. All Source code materials granted under this clause shall be maintained subject to the confidentiality provisions of this Agreement and shall be used solely for the internal business purposes of the City. Title to any source code released to the City remains the property of the Contractor.

(b) Contractor certifies that it has deposited and hereafter will maintain, a current copy of all source code related to the software, including current commentary, with the Escrow Agent and agrees to adhere to obligations set forth in the agreement between the Escrow Agent and Contractor as required hereby. It is agreed that Contractor shall provide to the City all information necessary for the City to comply with registration requirements, if any, of the Escrow Agent.

(c) The escrow account provisions set forth in subdivisions (a) and (b) above shall apply with equal force to any software licensed to the City (excluding "off-the-shelf" software) by a subcontractor.

E. The City may, at no additional cost, make copies of the software sufficient for disaster recovery, backup, and archival purposes. The City may use such copies for disaster recovery, backup and archival purposes on any City-controlled back-up site, or third-party site, as the City deems appropriate in its sole discretion.

F. The proposer/bidder must include in its proposal/bid a complete copy of all proposed license agreements, click-through agreements or any other agreements that would become a part of a proposed agreement as the result of this solicitation. In addition, the proposer/bidder must provide any third-party license agreements associated with any licensed product (e.g. software) that is incorporated into the Software that is the subject of this solicitation. To the extent that any terms in the third-party licenses place a material limitation on the City's ability to freely use the Software, the bidder will specifically identify the relevant third-party agreement and the relevant clause.

G. Any Agreements Dependent on License from Software Owner

The proposer/bidder acknowledges that any agreement with a reseller resulting from this solicitation is dependent on the City obtaining an appropriate license to use the Software from the owner of the Software ("Proprietary License"). The City reserves the right to negotiate for modifications to any Proprietary License. Any agreement with a reseller under this solicitation shall not take effect unless and until the City enters into such Proprietary License.

H. Validity of Click-Through and Other Terms and Conditions

The proposer/bidder further acknowledges that only DoITT's Commissioner, or a specifically designated Deputy Commissioner (if any), have the authority to enter into an agreement on the City's behalf (whether "click-through" or otherwise). The proposer/bidder expressly disavows any claim of apparent authority of any other person to enter into an agreement on the City's behalf (whether "click-through" or otherwise). In the event that any City consultant or any City employee other than DoITT's Commissioner, or specifically designated Deputy Commissioner (if any) clicks "I agree" (or the equivalent) to one or more of the bidder's "click-through agreements" to utilize the functionality of web pages, software, etc., the terms and conditions of that click-through agreement will be null and void.

Even if the click-through terms are valid, the proposer/bidder acknowledges that the other terms of any agreement resulting from this solicitation shall take precedence over any of proposer's/bidder's "click-through agreements.

ADDITIONAL REQUIRED DOCUMENTATION

ATTACHMENT A
BID WORKSHEET
PIN 85816RQ00034

Attachment – Doing Business Data Q & A and Contractor Form

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, Proposers are required to complete the attached Doing Business Data Form (Attachment 6) and return it with this proposal, in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

All bids/proposals must contain a sealed and labeled envelope containing an original, completed Doing Business Data form (see Attachment Doing Business Data Q & A and Contractor Form).

Attachment – Electronic Funds Transfer

In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

The agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

ATTACHMENT A
BID WORKSHEET
PIN 85816RQ00034

Attachment – Iran Divestment Rider and Certification

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer must complete the certification form in Attachment Iran Divestment.

Company Name: En Pointe Technologies Sales Inc.

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

Telephone Number: 310-337-5200x2918 EIN: 954650291

Name of Duly Authorized Representative (Print): Jordan Genato

Title of Duly Authorized Representative: Assistant Controller Accounting

Signature of Duly Authorized Representative: J. Genato

Date signed: 7/14/2015 e-mail address: bidteam@enpointe.com

ATTACHMENT A
BID WORKSHEET
PIN 85816RQ00034

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides 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

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five 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 pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

ATTACHMENT A
BID WORKSHEET
PIN 85816RQ00034

PROPOSER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[*Please Check One*]

PROPOSER'S CERTIFICATION

[x] By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

[ ] I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
July 14, 20 15

SIGNATURE

PRINTED NAME Jordan Genato
TITLE Assistant Controller Accounting

Sworn to before me this
14 day of July, 20 15

See attached

Notary Public

Dated: 7/14/2015

State of California)
County of Los Angeles)

CALIFORNIA JURAT

Subscribed and sworn to (or affirmed) before me on this 14th day of July, 20 15, by Jordan Genato

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

NAJMUL KHAN
COMM. #2015241
Notary Public - California
Los Angeles County
My Comm. Expires Mar. 26, 2017

Signature

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____.

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

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