



# ***CITY COUNCIL AGENDA REPORT***

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MEETING DATE: MAY 7, 2013

ITEM NUMBER: CC-12

**SUBJECT:** PURCHASE OF DESKTOP COMPUTERS

**DATE:** APRIL 29, 2013

**FROM:** FINANCE & I.T. DEPARTMENT

**PRESENTATION BY:** BOBBY YOUNG, FINANCE & I.T. DIRECTOR

**FOR FURTHER INFORMATION CONTACT:** BOBBY YOUNG, 714-754-5243

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## **RECOMMENDATION:**

Approve and authorize the CEO to sign the purchase agreement in the amount of \$358,110 for desktop computers citywide, with JPK Micro Supply, Inc., 15316 E. Valley Blvd., City of Industry, California 91746.

## **BACKGROUND:**

The City currently has about 435 desktop computers throughout every City owned facility. Many of these computers were last upgraded around 2003 and are beyond their life expectancy. Desktop computers are the most visible and heavily used pieces of computer equipment. Upgrading of computers will allow employees be more efficient in their every day duties.

## **ANALYSIS:**

To ensure the City received the best value for the equipment, staff issued an Invitation to Bid on February 21, 2013. The bid was for essentially two types of computers – one with faster processor speed and the other with slightly slower processor speed. The City received nine bids from companies across the country (Attachment 1). Staff employed four individuals to review the submitted bids for quality and consistency made by responsible bidders.

After reviewing the bids, the review team found that the cost difference between the faster processor and slower processor proved it would be in the City's best interest to purchase the computers with faster processor speeds. The review team decided the bid made by JPK Micro Supply Inc. meets all the required specifications and was the overall lowest price.

## **ALTERNATIVES CONSIDERED:**

None noted.

**FISCAL REVIEW:**

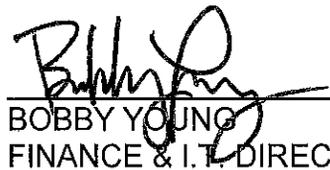
The total cost of upgrading desktop computers citywide is \$358,110. The City Council approved the budget for this item as part of the I.T. Infrastructure Upgrades on February 19, 2013.

**LEGAL REVIEW:**

Legal has reviewed the documents and approved them as to form.

**CONCLUSION:**

The City's desktop computers are in need of upgrading. Staff issued a Invitation for Bids and based on all responses, believes the bid submitted by JPK Micro Supply Inc. met all the requirements and was the lowest purchase price.

  
BOBBY YOUNG  
FINANCE & I.T. DIRECTOR

  
TOM DUARTE  
CITY ATTORNEY

- ATTACHMENTS:
- 1 Summary of bids received from Invitation To Bid No. 1152
  - 2 Professional Services Agreement for the purchase of computers from JPK Micro Supply Inc. in the amount of \$358,110

**ITB No. 1152 NEW DESKTOP COMPUTERS AND MONITORS  
SUMMARY**

<b>COMPANY</b>	<b>TYPE 1</b>
<b>JPK Micro Supply, Inc.</b> 15316 E. Valley Blvd City of Industry, CA 91746	<b>\$358,110.00</b> HP Elite 8300 Desktop Monitor - HP LV2311 <i>Met Qualifications (Detailed Specs Included)</i>
<b>H.Co.Computer PDT, dba ThinkCP Technologies</b> 16812 Hale Avenue Irvine, CA 92606	<b>\$385,820.00</b> Lenovo Core i7-3770 (3rd gen, 3.4GHz) Monitor - Acer/Imicro UM.WB6AA.A01 <i>Did Not Provide Detailed Specs</i>
<b>Golden Star Technology, Inc.</b> 13043 166th Street Cerritos, CA 90703	<b>\$388,032.70</b> HP Compaq Elite 8300 Intel Core i7-3770 3.4G 8M HD 4000 CPU Monitor - HP Compaq LA2206xc - 22" <i>Did Not Provide Detailed Specs</i>
<b>Ace Computers</b> 1425 East Algonquin Road Arlington Hts, IL 60005	<b>\$389,900.95</b> Ace/ Vision 9B75TS - i7 Core Monitor - Asus VK228H-CSM <i>Met Qualifications (Detailed Specs Included)</i>
<b>Govplace</b> 15707 Rockfield Boulevard, Suite 305 Irvine, CA 92618	<b>\$409,300.40</b> HP Elite 8300 i7-3770 Monitor - HP LA2206XC 21.5 in. Webconnected <i>Did Not Provide Detailed Specs</i>
<b>Peacock Systems</b> 5120 Schaefer Avenue, Unit C Chino, CA 91710	<b>\$409,790.00</b> Lenovo ThinkCentre M92p 2988 #2988E2U HP LA2206xc - 21.5" #LW490A8 #ABA <i>Did Not Provide Detailed Specs</i>
<b>Howard Computers</b> 36 Howard Drive Ellisville, MS 39437	<b>\$422,655.00</b> Lenovo ThinkCentre M92p 2988 Monitor - Lenovo LS2223 - 21.5" <i>Met Qualifications (Detailed Specs Included)</i>
<b>Granite Data Solutions</b> 8421 Auburn Boulevard, Suite 248 Citrus Heights, CA 95610	<b>\$441,185.00</b> Dell OptiPlex 7010 SFF Core i5-3570 Processor Monitor - Dell Professional P2212H Wide screen 21.5-inch <i>Met Qualifications (Detailed Specs Included)</i>
<b>US Computers, Inc</b> 2913 Saturn Street, Suite #G Brea, CA 92821	<b>\$453,269.22</b> Acer (DT.VFMAA-002) Monitor - Acer (UM.WB6AA.A01) - 22" <i>Met Qualifications (Detailed Specs Included)</i>

**ITB No. 1152 NEW DESKTOP COMPUTERS AND MONITORS  
SUMMARY**

<b>COMPANY</b>	<b>TYPE 2</b>
<b>H.Co.Computer PDT, dba ThinkCP Technologies</b> 16812 Hale Avenue Irvine, CA 92606	<b>\$308,825.00</b> Lenovo THINKCENTRE M72E I5-3470 0967B5U Monitor - Acer/Imicro UM.WB6AA.A01 <i>Did Not Provide Detailed Specs</i>
<b>Peacock Systems</b> 5120 Schaefer Avenue, Unit C Chino, CA 91710	<b>\$328,445.00</b> Lenovo ThinkCentre M72e 0967 #0967B5U Monitor - LA22064c #LW490A8 #ABA <i>Did Not Provide Detailed Specs</i>
<b>JPK Micro Supply, Inc.</b> 15316 E. Valley Blvd City of Industry, CA 91746	<b>\$329,835.00</b> HP Pro 6300 Desktop Monitor - HP LV2311 <i>Met Qualifications (Detailed Specs Included)</i>
<b>Howard Computers</b> 36 Howard Drive Ellisville, MS 39437	<b>\$335,655.00</b> Lenovo ThinkCentre M82 3306 Monitor - Lenovo LS2223 - 21.5" <i>Met Qualifications (Detailed Specs Included)</i>
<b>Golden Star Technology, Inc.</b> 13043 166th Street Cerritos, CA 90703	<b>\$366,404.50</b> HP Compaq Elite 8300 Intel Core i5-3570 3.4G 6M HD 2500 CPU Monitor - HP Compaq LA2206xc - 22" <i>Did Not Provide Detailed Specs</i>
<b>Ace Computers</b> 1425 East Algonquin Road Arlington Hts, IL 60005	<b>\$379,833.14</b> Ace/ Vision 9B75TS - i5 Core Monitor - Asus VK228H-CSM <i>Met Qualifications (Detailed Specs Included)</i>
<b>Govplace</b> 15707 Rockfield Boulevard, Suite 305 Irvine, CA 92618	<b>\$404,905.35</b> HP Elite 8300 i5-3570 Monitor - HP LA2206XC 21.5 in. Webconnected <i>Did Not Provide Detailed Specs</i>
<b>US Computers, Inc</b> 2913 Saturn Street, Suite #G Brea, CA 92821	<b>\$435,417.12</b> HP (C9H06T#ABA) Monitor - Acer (UM.WB6AA.A01) - 22" <i>Met Qualifications (Detailed Specs Included)</i>
<b>Granite Data Solutions</b> 8421 Auburn Boulevard, Suite 248 Citrus Heights, CA 95610	<b>\$482,075.00</b> Dell OptiPlex 7010 SFF Core i7-3570 Processor Monitor - Dell Professional P2212H Wide screen 21.5-inch <i>Met Qualifications (Detailed Specs Included)</i>

PROFESSIONAL SERVICES AGREEMENT  
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this \_\_\_ day of May, 2013 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and consultant, a California corporation (“Consultant”).

**WITNESSETH:**

- A. WHEREAS, City proposes to have Consultant JPK Micro Supply, Inc., as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s ITB and the Consultant’s Proposal (the “Proposal”). A copy of said ITB is attached hereto as Exhibit “D” and Proposal is attached hereto as Exhibit “A” and both are incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant’s performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. As compensation for the provision of products and services outlined in Exhibit "A" and in accordance with this Agreement, City shall pay Consultant the hourly unit rates, job rates and/or delivery rates set forth in Exhibit "A" and as applicable to the job/project, but not to exceed annual amount of Three Hundred Fifty-Eight Thousand One Hundred Ten Dollars (\$358,110) for a period of three (3) years with two (2) one-year options to renew

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

## **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to three periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this

Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers).

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing. The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11 PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless

City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal. Where conflict arises between the City's ITB (Exhibit D) the Consultant's Proposal (Exhibit A), the City's ITB shall take precedence, except when precedence is waived by the City Project Manager or authorized City personnel in writing.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
CEO of Costa Mesa

Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Finance & IT Director

Date: \_\_\_\_\_

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**



# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT  
PURCHASING

## INVITATION TO BID

FOR

## NEW DESKTOP COMPUTERS AND MONITORS

ITB NO. 1152

### AMENDMENT NO. 1

NOTICE IS HEREBY GIVEN that sealed bids shall be received by the City of Costa Mesa to wit: The City Clerk, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **2:00 p.m. on Wednesday, March 20, 2013.**

It shall be the responsibility of the Bidder to deliver their bid to the City Clerk's office by the announced time. Delivery Location: City of Costa Mesa, City Hall, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

Bids shall be submitted to the attention of Kimberly Wilson in a sealed envelope. The outside envelop shall identify the Bidder's Business Name, Bid Identity—Invitation to Bid for New Computers and Monitors and the Bid Opening Date. Bids will be publicly opened and read aloud at 2:00 p.m. or as soon thereafter as practicable on **March 20, 2013** in the Council Chambers.

A copy of this solicitation and possible future amendments may be obtained from City of Costa Mesa Website <http://www.costamesaca.gov/index.aspx?page=44>.

If you have additional questions, please contact Kimberly Wilson, via e-mail at [kimberly.wilson@costamesaca.gov](mailto:kimberly.wilson@costamesaca.gov)

**AMENDMENT NO. 1**  
Dated: March 13, 2013

COPY

BID FORM

PRICE PAGE continued

Please provide any additional pricing for consideration on this contract. What is the 10 % discount off list price for any additional desktop computers and monitors that are requested?  
*(Discounts shall remain firm for period of contract)*

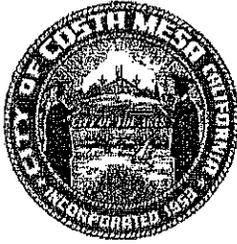
Maximum Completion or Delivery Time: 15 Days from receipt of order or notice to proceed.

Does your bid meet or exceed the ~~the~~ specifications? Yes No Explain: yes

Is your pricing based on a cooperative bid? Yes / No, if so, which agency and contract is the pricing based on? yes

Georgia Mak  
JPK Micro Supply, Inc.  
Bidder Name (Person, Firm, Corp.)

  
Signature of Authorized Representative



# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT  
PURCHASING

**INVITATION TO BID**  
**FOR**  
**NEW DESKTOP COMPUTERS AND MONITORS**  
**ITB NO. 1152**

NOTICE IS HEREBY GIVEN that sealed bids shall be received by the City of Costa Mesa to wit: The City Clerk, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **2:00 p.m. on Wednesday, March 20, 2013.**

It shall be the responsibility of the Bidder to deliver their bid to the City Clerk's office by the announced time. Delivery Location: City of Costa Mesa, City Hall, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

Bids shall be submitted to the attention of Kimberly Wilson in a sealed envelope. The outside envelop shall identify the Bidder's Business Name, Bid Identity—Invitation to Bid for New Computers and Monitors and the Bid Opening Date. Bids will be publicly opened and read aloud at 2:00 p.m. or as soon thereafter as practicable on **March 20, 2013** in the Council Chambers.

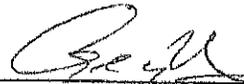
A copy of this solicitation and possible future amendments may be obtained from City of Costa Mesa Website <http://www.costamesaca.gov/index.aspx?page=44> .

If you have additional questions, please contact Kimberly Wilson, via e-mail at [kimberly.wilson@costamesaca.gov](mailto:kimberly.wilson@costamesaca.gov)

Dated: February 21, 2013

Georgia Mak / JPK Micro Supply, Inc.

Bidder Name (Person, Firm, Corp.)

  
Signature of Authorized Representative

**BIDDER'S INFORMATION FORM**

If the bid is by corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the Bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the Bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as Bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a contract with the City of Costa Mesa.

Firm Name:

JPK Micro Supply, Inc.

Address:

15316 E. Valley Blvd

City of Industry, CA 91746

Telephone: ( 626 ) 968-8803  
Area Code

Fax: ( 626 ) 968-8673  
Area Code

Length of time in business: 24 years

Federal Tax I.D. Number: [REDACTED] Incorporated: Yes  No

Vendor Contact Person: [REDACTED]

Contact Person Title: Sales Manager

Telephone: [REDACTED]  
Area Code

E-mail address: [REDACTED]

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## REFERENCES

The Bidder is required to state what work of the same character to that included in the proposed contract he/she has successfully performed, especially for public agencies, and give references which will enable the City to judge his/her responsibility, experience, skill, and business and financial standing. Include at least three references in California with the name of the firm, address, contact person, phone number, and dollar amount of the contract. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance. References shall not be within the Bidder's own organization or subsidiary. The City of Costa Mesa reserves the right to contact all references.

Firm Name: Port Of San Diego

Address: 3165 Pacific Highway, San Diego, CA 92101

Contact Person: [REDACTED]

Phone: [REDACTED]

Contract Amount: over 1 million 8 years business

Firm Name: City of Shreveport

Address: 505 Travis Street, Shreveport, LA 71101

Contact Person: [REDACTED]

Phone: [REDACTED]

Contract Amount: over 1.9Millions  
over 2000 computers 10 years contract

Firm Name: SEMO

Address: One University Plaza, CApe Girardeau, MO 63701

Contact Person: [REDACTED]

Phone: [REDACTED]

Contract Amount: Over 2.9 Millions  
5 yrs contracts over 2000 computers

**BID FORM**  
**OFFER PAGE**

To: City of Costa Mesa  
Purchasing Office Room 100  
77 Fair Drive City  
Costa Mesa, CA 92626

From: JPK Micro Supply, Inc.  
Name of Bidder  
15316 E. Valley Blvd  
Mailing Address  
City of Industry, CA 91746  
City, State, & Zip

Responding to **Invitation to Bid No. 1152 due Wednesday, March 20, 2013 at 2:00 p.m.**, the undersigned Bidder agrees to furnish and deliver the desktop computers and monitors as indicated, per the specifications herein on an as needed basis. I/We have stated hereon the price(s) at which we will furnish and deliver the product(s) per the specifications and will accept as full payment therefore the amount shown for each line item.

Bidder further agrees that in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract.

**Award:** Bid award will be based on the lowest responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications.

**Taxes:** Bidders should show California Sales Tax on their bids. The City of Costa Mesa will calculate the California Sales Tax at 8.0% (Orange County rate) and pay it to Successful Bidder(s) who are California suppliers. The City of Costa Mesa is exempt from Federal Excise Tax.

**Please quote your most competitive pricing, INCLUDING ANY GOVERNMENT OR CO-OPERATIVE AGREEMENT PRICING.** Bids that are not filled out completely will be ruled non-responsive and will not be evaluated. Bidder is to complete and include all requested information, including signatures, and return all pages of the bid as the bid submittal.

**"PIGGYBACK" CLAUSE:** Bidder shall indicate below if the same prices, terms, and conditions of this bid are extended to other public agencies: Yes / No. Bidder's response to this question will not be considered in award of bid. When the Bidder extends the prices, terms, and conditions of this bid to other public agencies, the contract shall be between Bidder and the other agencies, and the City of Costa Mesa shall bear no responsibility or liability for the contracts.



**BID FORM**  
**PRICE PAGE**

**Price agreement specifications:** This is a contract for specified desktop computers and monitors ordered on an as needed basis for replacement desktop computers and monitors for the City use. The desktop computers and monitors are stocked in the City warehouse and used as needed. It is the requesting department's responsibility to review all price lists and discounts. Department is to contact supplier for quotes on desktop computers and monitors or additional items not included on the contract prior to requesting delivery from the supplier. The supplier is requested to deliver desktop computers and monitors within the requested time to the City's Corporate Yard, 2300 Placentia Ave, Costa Mesa, CA 92627. There will be no charge for delivery.

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any contractor, but is only listed in order to advise potential Bidders/Bidders of the requirements of the City. Any bid/offer, which proposes like quality, design or performance, will be considered. Bids submitted as alternates, as "equals", or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be accompanied by detailed product or service literature, suitable for evaluation. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

ITEM NO.	QTY	DESCRIPTION	MAKE/MODEL/OP. PRG.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2.1	435	<b>Desktop Computers</b> <i>Machine Type 1</i>	Hewlett Packard Elite 8300	704	306240		
2.2	435	<b>Desktop Computers</b> <i>Machine Type 2</i>	Hewlett Packard Pro 6300			639	277965
2.3	455	<b>Monitor</b>	Hewlett Packard LV2311	114	51870	114	51870
3.1	890	<b>Warranty</b> 3 year next business day (parts & labor)	Included	890	0.00	890	0.00
3.2	890	<b>Shipping Cost</b> (round trip for warranty repairs)	Included	Incl.	Incl.	Incl.	Incl.
4.1		<b>Customer Service</b>	Included	Incl.	Incl.	Incl.	Incl.
5.3		<b>Freight - F.O.B. Destination, Prepaid</b> (FOB Destination/Frt Prepaid)	Included	Incl.	Incl.	Incl.	Incl.

TOTAL BASED ON Item 2.1 - Machine Type 1

358110

TOTAL BASED ON Item 2.2 - Machine Type 2

329835

BID FORM

PRICE PAGE continued

Please provide any additional pricing for consideration on this contract. What is the 10 % discount off list price for any additional desktop computers and monitors that are requested?  
*(Discounts shall remain firm for period of contract)*

Maximum Completion or Delivery Time: 15 Days from receipt of order or notice to proceed.

Does your bid meet or exceed the tire specifications? Yes No Explain: yes

Is your pricing based on a cooperative bid? Yes / No, if so, which agency and contract is the pricing based on? \_\_\_\_\_

JPK Micro Supply, Inc.  
Bidder Name (Person, Firm, Corp.)

  
Signature of Authorized Representative

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**EXHIBIT A**

## Main Specifications

Product Description	HP Compaq Elite 8300 - Core i7 3770 3.4 GHz - Monitor : none.
Type	Personal computer
Platform Technology	Intel vPro Technology
Form Factor	Small form factor
Localization	English / United States
Processor	1 x Intel Core i7 (3rd Gen) 3770 / 3.4 GHz ( 3.9 GHz ) ( Quad-Core )
Processor Main Features	Intel Turbo Boost Technology 2
Cache Memory	8 MB
Cache Per Processor	8 MB
RAM	8GB (Installed) / 32 GB (max) - DDR3 SDRAM - non-ECC - 1600 MHz
Storage Controller	SATA ( SATA-600 )
Hard Drive	1 x 500 GB - SATA-600
Optical Storage	DVD±RW (±R DL) / DVD-RAM
Monitor	None.
Graphics Controller	Intel HD Graphics 4000 Dynamic Video Memory Technology
Audio Output	Integrated - stereo
Networking	Gigabit LAN
Power	AC 120/230 V ( 50/60 Hz )
OS Provided	Windows 8 Pro 64-bit Edition
Microsoft Office Preloaded	Includes a pre-loaded image of select Microsoft Office 2010 suites. Purchase an Office 2010 Product Key Card or disc to activate preloaded software on this PC.
Dimensions (WxDxH)	13.3 in x 14.9 in x 3.9 in
Weight	16.8 lbs
Manufacturer Selling Program	HP Smart Buy
Environmental Standards	ENERGY STAR Qualified , EPEAT Gold
Manufacturer Warranty	3 years warranty - on-site

## Extended Specifications

### GENERAL

Platform Technology	Intel vPro Technology
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Type	Personal computer
Recommended Use	Small business, corporate business
Product Form Factor	Small form factor
Built-In Devices	Speaker, solenoid hood lock
Embedded Security	Trusted Platform Module (TPM 1.2) Security Chip
Localization	English / United States

#### PROCESSOR / CHIPSET

CPU	Intel Core i7 (3rd Gen) 3770 / 3.4 GHz
Max Turbo Speed	3.9 GHz
Number of Cores	Quad-Core
64-bit Computing	Yes
CPU Qty	1
Max CPU Qty	1
CPU Upgradability	Upgradable
Processor Main Features	Intel Turbo Boost Technology 2
Chipset Type	Intel Q77 Express

#### CACHE MEMORY

Installed Size	8 MB
Cache Per Processor	8 MB

#### RAM

Installed Size	8 GB / 32 GB (max)
Technology	DDR3 SDRAM - non-ECC
Memory Speed	1600 MHz

**Form Factor** DIMM 240-pin

**Features** Unbuffered

**Configuration Features** 2 x 4 GB

#### **HARD DRIVE**

**Type** HDD

**Capacity** 1 x 500 GB

**Interface Type** SATA-600

**Spindle Speed** 7200 rpm

#### **STORAGE CONTROLLER**

**Type** 1 x SATA - Integrated

**Controller Interface Type** SATA-600

#### **OPTICAL STORAGE**

**Type** DVD±RW (±R DL) / DVD-RAM - SATA

**Read Speed** 40x (CD) / 16x (DVD)

**Write Speed** 40x (CD) / 16x (DVD±R) / 8x (DVD±R DL)

**Rewrite Speed** 24x (CD) / 6x (DVD-RW) / 8x (DVD+RW) / 5x (DVD-RAM)

#### **MONITOR**

**Monitor Type** None.

#### **GRAPHICS CONTROLLER**

**Type** Integrated

**Graphics Processor** Intel HD Graphics 4000 Dynamic Video Memory Technology

**Video Interfaces** VGA, DisplayPort

**HDCP compatible** Yes

#### **AUDIO OUTPUT**

Type	Integrated
Sound Output Mode	Stereo
Max Sampling Rate	192 kHz
Compliant Standards	SRS Premium Sound, High Definition Audio

#### INPUT DEVICE

Type	Mouse, keyboard
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#### KEYBOARD

Keyboard Name	HP Standard Keyboard
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Interface	PS/2
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#### MOUSE

Technology	Optical
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Interface	PS/2
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Features	Scroll
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#### NETWORKING

Type	Integrated
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Ethernet Controller	Intel 82579LM
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Data Link Protocol	Ethernet, Fast Ethernet, Gigabit Ethernet
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Remote Management Protocol	ASF 2.0
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Features	Wake on LAN (WoL), PXE support, auto-uplink (auto MDI/MDI-X)
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Compliant Standards	IEEE 802.2, IEEE 802.3, IEEE 802.3u, IEEE 802.1Q, IEEE 802.3ab, IEEE 802.1p, IEEE 802.3az
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#### EXPANSION / CONNECTIVITY

Bays	1 (total) / 0 (free) x external 5.25" x 1/2H 1 (total) / 0 (free) x internal 3.5" x 1/3H 1 (total) / 1 (free) x external 3.5" x 1/3H
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Slots	1 (total) / 1 (free) x PCI - low-profile 1 (total) / 1 (free) x PCIe 3.0 x16 - low-profile
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1 (total) / 1 (free) x PCIe 2.0 x16 - low-profile ( x4 mode )  
1 (total) / 1 (free) x PCIe 2.0 x1 - low-profile  
1 (total) / 0 (free) x GPU  
4 (total) / 3 (free) x DIMM 240-pin

**Interfaces**

6 x USB 2.0 ( 4 front, 2 rear )  
1 x serial  
1 x PS/2 keyboard  
1 x DisplayPort  
1 x VGA  
1 x PS/2 mouse  
1 x audio line-in  
1 x audio line-out  
1 x LAN (Gigabit Ethernet)  
1 x headphones ( 1 in front )  
1 x microphone ( 1 in front )  
4 x USB 3.0

**MISCELLANEOUS**

**Included Accessories**

Vertical stand

**Features**

Security lock slot (cable lock sold separately), system password, power-on password, serial port I/O control, USB port control, DriveLock, active Power Factor Correction (PFC), padlock loop, Intel Identity Protection Technology (Intel IPT)

**Compliant Standards**

ACPI, RoHS, WEEE

**Manufacturer Selling Program**

HP Smart Buy

**POWER**

**Device Type**

Power supply

**Voltage Required**

AC 120/230 V ( 50/60 Hz )

**Power Provided**

240 Watt

**OPERATING SYSTEM / SOFTWARE**

**OS Provided**

Windows 8 Pro 64-bit Edition

**Microsoft Office Preloaded**

Includes a pre-loaded image of select Microsoft Office 2010 suites. Purchase an Office 2010 Product Key Card or disc to activate preloaded software on this PC.

**OS Certified**

Red Hat Enterprise Linux, SUSE Linux Enterprise Desktop 11

**Software**

Adobe Flash Player, HP Help and Support, Microsoft Security Essentials, Windows XP Mode, HP ProtectTools Security Software Suite, HP Recovery Manager, HP Support Assistant, Bing Toolbar, Windows Virtual PC, PDF Complete Corporate Edition, Box.net unlimited storage (1 year), WinZip Basic, HP Marketplace, HP Wallpaper, HP Setup 9.0, Roxio Creator Business Edition HD 10, Microsoft Advantage Program

**ENVIRONMENTAL STANDARDS**

EPEAT Compliant                      EPEAT Gold

ENERGY STAR Qualified              Yes

**MANUFACTURER WARRANTY**

Service & Support                      3 years warranty

Service & Support Details              Limited warranty - parts and labor - 3 years - on-site

## Main Specifications

Product Description	HP Compaq 6300 Pro - Core i5 3470 3.2 GHz - Monitor : none.
Type	Personal computer
Form Factor	Small form factor
Localization	English / United States
Processor	1 x Intel Core i5 (3rd Gen) 3470 / 3.2 GHz ( 3.6 GHz ) ( Quad-Core )
Cache Memory	6 MB
Cache Per Processor	6 MB
RAM	8 GB (Installed) / 32 GB (max) - DDR3 SDRAM - non-ECC - 1600 MHz - PC3-12800
Storage Controller	SATA ( SATA-600 )
Hard Drive	1 x 500 GB - SATA-600
Optical Storage	DVD±RW (±R DL) / DVD-RAM
Monitor	None.
Graphics Controller	Intel HD Graphics 2500 Dynamic Video Memory Technology
Audio Output	Integrated - stereo
Networking	Gigabit LAN
Power	AC 120/230 V ( 50/60 Hz )
OS Provided	Windows 8 Pro / 7 Professional 64-bit Edition downgrade - pre-installed; Windows 7
Microsoft Office Preloaded	Includes a pre-loaded image of select Microsoft Office 2010 suites. Purchase an Office 2010 Product Key Card or disc to activate preloaded software on this PC.
Dimensions (WxDxH)	13.3 in x 14.9 in x 3.9 in
Weight	16.8 lbs
Manufacturer Selling Program	HP Smart Buy
Environmental Standards	ENERGY STAR Qualified , EPEAT Gold
Manufacturer Warranty	3 years warranty - on-site

## Extended Specifications

### GENERAL

Type	Personal computer
Recommended Use	Small business, corporate business

<b>Product Form Factor</b>	Small form factor
<b>Built-in Devices</b>	Speaker, solenoid hood lock
<b>Embedded Security</b>	Trusted Platform Module (TPM 1.2) Security Chip
<b>Localization</b>	English / United States

#### PROCESSOR / CHIPSET

<b>CPU</b>	Intel Core i5 (3rd Gen) 3470 / 3.2 GHz
<b>Max Turbo Speed</b>	3.6 GHz
<b>Number of Cores</b>	Quad-Core
<b>64-bit Computing</b>	Yes
<b>CPU Qty</b>	1
<b>Max CPU Qty</b>	1
<b>CPU Upgradability</b>	Upgradable
<b>Chipset Type</b>	Intel Q75 Express

#### CACHE MEMORY

<b>Installed Size</b>	6 MB
<b>Cache Per Processor</b>	6 MB

#### RAM

<b>Installed Size</b>	8 GB / 32 GB (max)
<b>Technology</b>	DDR3 SDRAM - non-ECC
<b>Memory Speed</b>	1600 MHz
<b>Memory Specification Compliance</b>	PC3-12800
<b>Form Factor</b>	DIMM 240-pin
<b>Features</b>	Unbuffered

**Configuration Features** 2 x 4 GB

#### HARD DRIVE

**Type** HDD  
**Capacity** 1 x 500 GB  
**Interface Type** SATA-600  
**Spindle Speed** 7200 rpm

#### STORAGE CONTROLLER

**Type** 1 x SATA - integrated  
**Controller Interface Type** SATA-600

#### OPTICAL STORAGE

**Type** DVD±RW (±R DL) / DVD-RAM - SATA  
**Read Speed** 40x (CD) / 16x (DVD)  
**Write Speed** 40x (CD) / 16x (DVD±R) / 8x (DVD-R DL) / 12x (DVD+R DL)  
**Rewrite Speed** 32x (CD) / 6x (DVD-RW) / 8x (DVD+RW) / 12x (DVD-RAM)

#### MONITOR

**Monitor Type** None

#### GRAPHICS CONTROLLER

**Type** Integrated  
**Graphics Processor** Intel HD Graphics 2500 Dynamic Video Memory Technology  
**Video Interfaces** VGA, DisplayPort  
**HDCP compatible** Yes

#### AUDIO OUTPUT

**Type** Integrated  
**Sound Output Mode** Stereo

Max Sampling Rate	192 kHz
Compliant Standards	High Definition Audio

#### INPUT DEVICE

Type	Mouse, keyboard
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#### KEYBOARD

Keyboard Name	HP Standard Keyboard
Interface	PS/2

#### MOUSE

Technology	Optical
Interface	PS/2

#### NETWORKING

Type	Integrated
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Ethernet Controller	Intel 82579LM
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Data Link Protocol	Ethernet, Fast Ethernet, Gigabit Ethernet
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Remote Management Protocol	ASF 2.0
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Features	Wake on LAN (WoL), PXE support, auto-uplink (auto MDI/MDI-X)
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Compliant Standards	IEEE 802.2, IEEE 802.3, IEEE 802.3u, IEEE 802.1Q, IEEE 802.3ab, IEEE 802.1p, IEEE 802.3az
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#### EXPANSION / CONNECTIVITY

Bays	1 (total) / 0 (free) x external 5.25" 1 (total) / 1 (free) x external 3.5" 1 (total) / 0 (free) x internal 3.5"
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Slots	1 (total) / 1 (free) x PCI - low-profile 2 (total) / 2 (free) x PCIe 2.0 x1 - low-profile 1 (total) / 1 (free) x PCIe 3.0 x16 - low-profile 1 (total) / 0 (free) x CPU 4 DIMM 240-pin
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Interfaces	6 x USB 2.0 ( 4 front, 2 rear ) 1 x serial 1 x PS/2 mouse 1 x PS/2 keyboard
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1 x VGA  
1 x DisplayPort  
1 x audio line-in/microphone ( 1 in front )  
1 x audio line-out/headphones ( 1 in front )  
1 x audio line-out  
1 x audio line-in  
1 x LAN (Gigabit Ethernet)  
4 x USB 3.0

## MISCELLANEOUS

**Features** Security lock slot (cable lock sold separately), system password, power-on password, serial port I/O control, USB port control, DriveLock, active Power Factor Correction (PFC), padlock loop, intel Standard Manageability

**Compliant Standards** ACPI, RoHS, WEEE

**Manufacturer Selling Program** HP Smart Buy

## POWER

**Device Type** Power supply

**Voltage Required** AC 120/230 V ( 50/60 Hz )

**Power Provided** 240 Watt

## OPERATING SYSTEM / SOFTWARE

**OS Provided** Windows 8 Pro / 7 Professional 64-bit Edition downgrade

**Preinstalled OS** Windows 7

**Microsoft Office Preloaded** Includes a pre-loaded image of select Microsoft Office 2010 suites. Purchase an Office 2010 Product Key Card or disc to activate preloaded software on this PC.

**OS Certified** Red Hat Enterprise Linux, SUSE Linux Enterprise Desktop 11

**Software** Adobe Flash Player, HP Help and Support, Microsoft Security Essentials, Windows XP Mode, Corel WinDVD, HP Recovery Manager, HP Support Assistant, HP Power Assistant, Bing Toolbar, Microsoft Office 2010 Starter, PDF Complete Corporate Edition, Credential Manager for HP ProtectTools, Drive Encryption for HP ProtectTools, WinZip Basic, HP Marketplace, HP Wallpaper, HP Setup 9.0, HP Spare Key, Password Manager, Roxio Creator Business Edition HD 10, SRS Premium Sound, File Sanitizer for HP ProtectTools, One Step Logon, DigitalPass, Device Access Manager, Privacy Manager

## ENVIRONMENTAL STANDARDS

**EPEAT Compliant** EPEAT Gold

**ENERGY STAR Qualified**      Yes

**MANUFACTURER WARRANTY**

**Service & Support**      3 years warranty

**Service & Support Details**      Limited warranty - parts and labor - 3 years - on-site

## Main Specifications

Product Description	HP LV2311 - LED monitor - 23" - Smart Buy
Device Type	LED-backlit LCD monitor - 23"
Panel Type	TN
Aspect Ratio	Widescreen - 16:9
Native Resolution	1920 x 1080 at 60 Hz
Pixel Pitch	0.265 mm
Brightness	250 cd/m2
Contrast Ratio	1000:1 / 3000000:1 (dynamic)
Response Time	5 ms
Color Support	16.7 million colors
Input Connectors	2xDVI-D, VGA
Display Position Adjustments	Tilt
Screen Coating	Anti-glare
Color	Black
Dimensions (WxDxH)	21.8 in x 7.3 in x 15.6 in - with stand
Weight	7.5 lbs
Localization	English / United States
Manufacturer Selling Program	HP Smart Buy
Microsoft Certification	Compatible with Windows 7
Environmental Standards	ENERGY STAR Qualified , EPEAT Silver
Compliant Standards	Plug and Play, CSA, TUV GS, VCCI, C-Tick, BSMI, GOST, NOM, TUV S, WHQL, CB, CCC, PSB, FCC, ISO 9241-307, KCC, E-Standby, KC
Manufacturer Warranty	3 years warranty

## Extended Specifications

### GENERAL

Display Type	LED-backlit LCD monitor / TFT active matrix
Diagonal Size	23"
Viewable Size	23"

<b>Panel Type</b>	TN
<b>Aspect Ratio</b>	Widescreen - 16:9
<b>Native Resolution</b>	1920 x 1080 at 60 Hz
<b>Pixel Pitch</b>	0.265 mm
<b>Brightness</b>	250 cd/m2
<b>Contrast Ratio</b>	1000:1 / 3000000:1 (dynamic)
<b>Color Support</b>	16.7 million colors
<b>Response Time</b>	5 ms
<b>Vertical Refresh Rate</b>	50 - 76 Hz
<b>Horizontal Refresh Rate</b>	24 - 94 kHz
<b>Video Bandwidth</b>	200 MHz
<b>Horizontal Viewing Angle</b>	170
<b>Vertical Viewing Angle</b>	160
<b>Screen Coating</b>	Anti-glare
<b>Backlight Technology</b>	WLED
<b>Color Temperature</b>	6500K
<b>Controls &amp; Adjustments</b>	Brightness, contrast, input select, color temperature
<b>OSD Languages</b>	Chinese (traditional), Chinese (simplified), English, German, French, Italian, Portuguese, Spanish, Dutch, Japanese
<b>Features</b>	HDCP, 72% color gamut
<b>Color</b>	Black
<b>Dimensions (WxDxH)</b>	21.8 in x 7.3 in x 15.6 in - with stand

**Weight** 7.5 lbs

**CONNECTIVITY**

**Interfaces** VGA ( HD-15 )  
2 x DVI-D ( HDCP )

**MECHANICAL**

**Display Position Adjustments** Tilt

**Tilt Angle** -5/+19

**Flat Panel Mount Interface** 75 x 75 mm

**MISCELLANEOUS**

**Features** Security lock slot (cable lock sold separately)

**Cables Included** 1 x VGA cable - 6 ft

**Backlight Life** 30,000 hour(s)

**Compatible with Windows 7** "Compatible with Windows 7" software and devices carry Microsoft's assurance that these products have passed tests for compatibility and reliability with 32-bit and 64-bit Windows 7.

**Compliant Standards** Plug and Play, CSA, TUV GS, VCCI, C-Tick, BSMI, GOST, NOM, TUV S, WHQL, CB, CCC, PSB, FCC, ISO 9241-307, KCC, E-Standby, KC

**Localization** English / United States

**Manufacturer Selling Program** HP Smart Buy

**POWER**

**Power Supply** Internal

**Voltage Required** AC 120/230 V ( 50/60 Hz )

**Power Consumption Operational** 31 Watt

**Power Consumption Stand by / Sleep** 0.5 Watt

**DIMENSIONS & WEIGHT**

**Dimensions & Weight Details** With stand - 21.8 in x 7.3 in x 15.6 in x 7.6 lbs  
Without stand - 21.8 in x 2 in x 13.4 in x 6.8 lbs

**ENVIRONMENTAL STANDARDS**

**EPEAT Compliant** EPEAT Silver

**ENERGY STAR Qualified** Yes

**MANUFACTURER WARRANTY**

**Service & Support** 3 years warranty

**Service & Support Details** Limited warranty - parts and labor - 3 years - on-site  
Limited warranty - backlight - 3 years

**EXHIBIT B**

**CITY COUNCIL POLICY 100-5**

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	08-08-89	1 of 3

**BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

**PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - b. Establishing a Drug-Free Awareness Program to inform employees about:
    1. The dangers of drug abuse in the workplace;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;
  3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10-16-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KCAL INSURANCE AGENCY/PHS 254915 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:
	PHONE (A/C, No., Ext): (866) 467-8730 FAX (A/C, No.): (877) 905-0457 E-MAIL ADDRESS:
INSURED JPK MICRO SUPPLY INC 15316 VALLEY BLVD LA PUENTE 91746	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Hartford Casualty Ins Co
	INSURER B: Hartford Underwriters Ins Co
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBH INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		72 SBA ZB3558	10/29/2012	10/29/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		72 SBA ZB3558	10/29/2012	10/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/>				
	EXCESS LIAB	<input type="checkbox"/>				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		72 WEC IX2671	05/07/2012	05/07/2013	E.L. EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. Von Der Ahe Management LLC and Industry Business Center LLC are listed as Additional Insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER Von Der Ahe Management LLC Industry Business Center 76440 LA ALAMEDA STE270 MISSION VIEJO, CA 92691	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jac Taylor</i>
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**EXHIBIT D**

**ITB No. 1152**



# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

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FINANCE DEPARTMENT  
PURCHASING

**INVITATION TO BID**  
**FOR**  
**NEW DESKTOP COMPUTERS AND MONITORS**  
**ITB NO. 1152**

NOTICE IS HEREBY GIVEN that sealed bids shall be received by the City of Costa Mesa to wit: The City Clerk, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **2:00 p.m. on Wednesday, March 20, 2013.**

It shall be the responsibility of the Bidder to deliver their bid to the City Clerk's office by the announced time. Delivery Location: City of Costa Mesa, City Hall, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

Bids shall be submitted to the attention of Kimberly Wilson in a sealed envelope. The outside envelop shall identify the Bidder's Business Name, Bid Identity—Invitation to Bid for New Computers and Monitors and the Bid Opening Date. Bids will be publicly opened and read aloud at 2:00 p.m. or as soon thereafter as practicable on **March 20, 2013** in the Council Chambers.

A copy of this solicitation and possible future amendments may be obtained from City of Costa Mesa Website <http://www.costamesaca.gov/index.aspx?page=44> .

If you have additional questions, please contact Kimberly Wilson, via e-mail at [kimberly.wilson@costamesaca.gov](mailto:kimberly.wilson@costamesaca.gov)

Dated: February 21, 2013

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Bidder Name (Person, Firm, Corp.)

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Signature of Authorized Representative

## INSTRUCTIONS TO BIDDERS

### DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply: **Bidder:** The individual, partnership, or corporation who submits a bid in response to a solicitation. **City:** The City of Costa Mesa, California. **Contract:** The legal agreement executed between the City and the Contractor/Consultant/Vendor. The Contract shall include this Instruction to the Bidders document which is incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments and the Contractor's bid as accepted by the City, which will be referred to henceforth as ITB. **Contractor/Consultant/Vendor:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City. **Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract. **May:** Indicates something that is not mandatory but permissible. **Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of the bid as non-responsive. **Should:** Indicates something that is recommended but not mandatory. If the Bidder fails to provide recommended information, the City may, at its sole option, ask the Bidder to provide the information or evaluate the bid without the information.

1. **PRE-BID CONFERENCE:** If scheduled, the date and time of a Pre-Bid conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If a Bidder is unable to attend the Pre-Bid Conference questions may be submitted in writing. Bidders are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Invitation to Bid due date to the listed above. The purpose of this conference will be to clarify the contents of this Invitation to Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation to Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Invitation to Bid. Oral statements or instructions will not constitute an amendment to this Invitation to Bid.
2. **INQUIRIES:** Any question related to an Invitation to Bid shall be directed to the RFP/BID Facilitator. A Bidder shall not contact or ask questions of the department for whom the requirement is being procured unless directed by the RFP/BID Facilitator to do so. If any potential Bidder is in doubt as to the meaning of any part of the bid documents, finds discrepancies in or omissions from the specifications, or needs clarification, the Bidder may request a written interpretation or correction thereof, via e-mail at: [kimberly.wilson@costamesaca.gov](mailto:kimberly.wilson@costamesaca.gov) on or before 2pm **Wednesday, March 6, 2013**. Any correspondence related to a solicitation should refer to the appropriate Invitation to Bid number, page, and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment to the Invitation to Bid will be binding. Formal responses will be posted on the City's website no later than Wednesday, March 13, 2013.
3. **AMENDMENT OF INVITATION TO BID:** All interpretations or corrections of the bid document will be made by Amendment only and duly posted to the City's Website and in the Lobby of City Hall, which the Bidder is responsible for checking prior to submitting said bid. The Bidder shall acknowledge receipt of an Invitation to Bid Amendment by signing and returning the document with the official bid. The City is not responsible for any oral instruction and will not acknowledge any other interpretation of the bid document.

4. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a bid, each Bidder shall familiarize itself with the requirements, laws, regulations and other factors affecting contract performance. The Bidder shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
5. **PREPARATION OF BID:**
  - A. All bids shall be on the forms provided in this Invitation to Bid package. It is permissible to copy these forms as required. Bidder must submit **three (3) complete sets of bid documents, one (1) original bid and two (2) copies.** The original set shall be marked "ORIGINAL" Facsimile or electronic mail bids shall not be considered. Incomplete bids will be rejected.
  - B. The Offer Page, the Price Page and any solicitation amendments must be signed and returned with the bid.
  - C. The Offer Page shall be signed by the person authorized to submit a bid. An authorized signature on the Notice Page, Offer Page, Bid Amendment(s), or cover letter accompanying the bid documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Bidder shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
  - D. The authorized person signing the bid shall initial erasures, interlineations, or other modifications in the bid.
  - E. In case of error in the extension of prices in the bid, unit price shall govern. No bid shall be altered, amended or withdrawn after the specified bid due time and date.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all Bidders to examine the entire Invitation to Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
  - J. Bidder must list any subcontractors to be utilized in the performance of the contract specified herein.
6. **BID OPENINGS AND BID RESULTS:** Bids will be opened publicly. Award shall be made in accordance to Section 2-166 of the City of Costa Mesa Municipal Code, to the lowest, responsive, responsible Bidder and in accordance with Section 2-171 (e) and Resolution 03-69 in which the City Council established a Costa Mesa vendor preference. A tabulation of bids received will be available within a reasonable time after the bid opening and the Bid Results will be posted on the City's website. The City of Costa Mesa reserves the right to postpone the date and time of the bid opening by announcing the postponement at any time prior to the date and time announced in this document. Subsequent to award, and receipt by successful Bidder of the City of Costa Mesa purchase order, successful Bidder shall order and deliver the goods or services. The bid award will be posted on the website after the contract is awarded.
7. **PAYMENT TERMS:** Subsequent to receipt of goods, the vendor must submit an invoice for payment. Invoices shall be sent to: City of Costa Mesa, Accounts Payable, P. O. Box 1200, Costa Mesa, CA. 92628-1200. Invoices shall include the Purchase Order number, description of the goods provided and price. Payment shall be made within thirty (30) days after receipt of invoice. Invoices are to be submitted in arrears for goods provided. Any "prompt payment discounts" will be taken by the City of Costa Mesa, if possible, and will be included in the bid

evaluation, if the terms offered are for twenty (20) or more days. Payment discounts must be clearly indicated on the Bid Form. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's warrant is mailed.

8. **PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and shall become a matter of public record available for review subsequent to the contract award.
9. **CERTIFICATION:** By signature on the Notice Page, Offer Page, solicitation Amendment(s) or cover letter accompanying the bid documents, Bidder certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal or State law.
  - C. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the Contract.
  - E. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement. Supplier shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
10. **LATE BIDS:** Late bids shall be rejected.
11. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires a bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the bid due date and time.
12. **TAXES:** The City of Costa Mesa is exempt from federal excise tax.
13. **LAWS GOVERNING CONTRACT:** All bids shall comply with current federal, state, local and other laws relative thereto. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. Supplier shall comply with all Cal-OSHA Standards, air pollution control, water pollution, Safety and Health Ordinances and statues, which apply to the work performed or supplies provided pursuant to this contract including, but not limited to, any requirements specified in State government codes.
14. **AWARD OF CONTRACT:**
  - A. Unless otherwise provided within the ITB, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City .

- B. Notwithstanding any other provision of the Invitation to Bid, the City reserves the right to:
- (1) Waive any immaterial defect or informality; or
  - (2) Reject any or all bids, or portions thereof; or
  - (3) Re-issue an Invitation to Bid.
- C. A response to the Invitation to Bid is an offer to contract with the City based upon the terms, conditions, and Specifications contained in the City's Invitation to Bid. Bids do not become Contracts unless and until they are executed by the City Council. All of the terms and conditions of the Contract are contained in the Invitation to Bid, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- D. The City of Costa Mesa may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the supplier/contractor. The City of Costa Mesa may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City of Costa Mesa and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the RFP/BID Facilitator.
- E. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
15. **FORCE MAJEURE:** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Costa Mesa, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.
16. **SELL OR ASSIGN:** The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without prior specific written consent of the City of Costa Mesa.

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**CONDITIONS:** The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

**STANDARD CONDITIONS**

- 1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
- 2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
- 3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
- 4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Over shipments and under shipments shall be only as agreed to by CITY.
- 5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
- 6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
- 7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
- 8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
- 9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
- 10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
- 11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
- 12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

**WORK ORDER CONDITIONS**

- 13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefore; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
- 14. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
- 15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability Insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability Insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other Insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
- 16. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
- 17. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
- 18. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

**MISCELLANEOUS CONDITIONS**

- 19. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
- 20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

**DEFINITION**

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

## INTRODUCTION

The City of Costa Mesa intends to procure desktop computers and monitors per specifications, to be delivered to the City of Costa Mesa Warehouse 2300 Placentia Avenue, Costa Mesa, California 92627 on an as needed basis. The City reserves the right to make multiple awards if it is in the best interest of the City.

## GENERAL REQUIREMENTS

- 1) **INVENTORY:** The City of Costa Mesa has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that the contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation of the contract.
- 2) **DELIVERY TIME:** When delivery time is requested by the City of Costa Mesa, time will be of the essence; therefore, bid response shall include acceptance of requested timeframes.
- 3) **BID COPIES:** Bidders are to submit three (3) complete sets of their bid documents, one (1) original and two (2) copies. The original set shall be marked "ORIGINAL."
- 4) **INSURANCE:** The City requires a complete and valid Certificate of Insurance prior to the commencement of any activity specified in this solicitation. The City will notify the successful contractor of the intent to issue a contract award. The successful contractor must at that time submit an original copy of the Certificate of Insurance. The SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; endorsements to the Commercial General Liability insurance shall be obtained by SELLER, adding the following three provisions; (1) Additional insured: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insured with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
- 5) **WARRANTY:** Supplier and/or manufacturer shall warrant that all desktop computers and monitors furnished under this contract shall be free of defects in material and workmanship Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to specifications. No other express or implied warranty shall eliminate the contractor's liability as stated herein.
- 6) **INVOICING:** The purchase order number shall be shown on all invoices and related documents. The desktop computers and monitors shall be identified by tire size and shall be listed immediately following the charge listing for the tire. An acceptable alternate form of invoicing is to use a separate invoice for each lot of the same size desktop computers and monitors. The invoice must show the charge for the desktop computers and monitors and for any additional charges. The supplier's

invoice must also detail the quantity and size of any desktop computers and monitors rejected.

- 7) **INSPECTION:** All desktop computers and monitors provided from the Supplier's shop shall be inspected by the Information Technology Supervisor or their agents upon receipt. Any desktop computers and monitors determined by the Information Technology Supervisor, or their agents, to be unsuitable for service shall be returned to the supplier.
  
- 8) **UTILIZATION REPORT:** Upon request, the supplier shall provide a usage report to the Purchasing Division. The report shall provide complete information regarding the quantities and sizes of desktop computers and monitors provided for the City under this contract.
  
- 9) **SUBSTITUTE ITEMS:** The City will award by Group contracts for stock desktop computers and monitors as result of this solicitation. In the event that the manufacturer discontinues a product or model, the City at its sole discretion may allow the supplier to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
  - a. A formal announcement from the manufacturer that the product or model has been discontinued.
  - b. Documentation from the manufacturer that names the replacement product or model.
  - c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - e. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
  
- 10) **DEFECTIVE PRODUCT:** All defective products shall be replaced or credited by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products or credits must be received by the City within ten (10) days of initial notification.

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## **SPECIFICATIONS**

### **BID SPECIFICATIONS AND SCOPE OF WORK**

ITB #1152 – New Desktop Computers and Monitors

#### **1. General Bid Requirements**

- 1.1 The City of Costa Mesa is requesting bids for four hundred thirty-five (435) desktop computers and four hundred fifty-five (455) monitors.
- 1.2 The Original Equipment Manufacturer (OEM) must provide the City of Costa Mesa notification of new models planned for release at least 120 days prior to their actual scheduled release date.
- 1.3 New models must be capable of running the most current standard industry software and capable of being upgraded with standard hardware components that match the current needs of the City of Costa Mesa.
- 1.4 The City of Costa Mesa would like to compare two (2) types of machines before making a decision as to which type to purchase.

#### **2. Hardware Specifications**

##### **2.1 Machine Type 1**

- Small form factor tower
- Intel Core i7 processor (minimum 3<sup>rd</sup> generation, 2.8 GHz or higher)
- 500GB SATA Hard Drive (minimum)
- 8GB RAM (Random Access Memory)
- DVD-RW
- 6 USB ports total (4 USB ports rear of machine; 2 USB ports on the front)
- USB keyboard and mouse
- Graphics card, either integrated or add-on, capable of displaying dual monitors with option for DVI and VGA or Display port connections
- Gigabit Ethernet networking connection
- Onboard sound card
- Windows 7 Pro 64bit licenses and recovery media

##### **2.2 Machine Type 2**

- Small form factor tower
- Intel Core i5 Processor (3<sup>rd</sup> generation quad core, 3GHz or higher)
- 500GB SATA Hard Drive (minimum)
- 8GB RAM (Random Access Memory)
- DVD-RW
- 6 USB ports total (4 USB ports rear of machine; 2 USB ports on the front)
- USB keyboard and mouse

- Graphics card, either integrated or add-on, capable of displaying dual monitors with option for DVI and VGA or Display port connections
- Gigabit Ethernet networking connection
- Onboard sound card
- Windows 7 Pro 64bit license and recovery media

### **2.3 Monitors**

- 22" backlit LED with integrated web cam
- Resolution minimum of 1920x1080
- Connections must consist of DVI and Display port or VGA, and must be compatible with above mentioned system.
- Height adjustment

### **3. Warranty**

3.1 OEM will provide a minimum of 3 year next-business day support, inclusive of comprehensive parts and labor warranty.

3.2 OEM will pay shipping costs both ways for any equipment that may be returned to the successful Bidder's repair facility.

### **4. Customer Service**

4.1 Any call center support should be U.S. based.

4.2 Successful Bidder's customer service representative will keep the City of Costa Mesa informed of discontinued configurations, price increases or decreases, and new configurations.

### **5. Shipping and F.O.B.**

5.1 Any call center support should be U.S. based.

5.2 Successful Bidder shall specify the interval between time of order to delivery that the City of Costa Mesa can reasonably expect.

5.3 All equipment sent to the City of Costa Mesa for any reason must be sent F.O.B. Destination, freight prepaid. The cost shall be included in unit cost in the bid.

5.4 The City of Costa Mesa will not be responsible for arranging for any shipping method or paying for any shipping costs for returns, parts, and new product evaluations.

5.5 The City of Costa Mesa will not be responsible for damages to any products that occurred in transit.

## SPECIAL TERMS AND CONDITIONS

1. **AWARD:** It is the intention of the City to award this contract to the, responsive, responsible Bidder/s meeting specifications with the overall lowest total unit pricing. The City reserves the right to make awards to more than one vendor if it is in the City's best interest.
2. **RENEWAL:** The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The vendor agrees that the City of Costa Mesa shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The vendor shall agree that price stated in the original contract shall apply unless a percent of increase or decrease is quoted.
3. **PRICE ADJUSTMENT:** The Purchasing Division may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Purchasing Division shall determine whether the requested price increase or an alternate option is in the best interest of the City. Supplier may implement new manufacturer price sheets on the published effective date of the price sheet. However, Vendor must maintain the discount offered for each manufacturer's product line throughout the life of the contract. Vendor must provide a minimum of 30 days advance notification of new price sheets prior to implementation and must also provide documentation from the product manufacturer regarding the new pricing.
4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Vendor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will assist the Vendor in arranging for inspection.
5. **NO PRE-BID CONFERENCE:** The City is foregoing a pre-bid conference for this solicitation. Prospective contractors are invited to contact the assigned contract officer with any questions, **on or before 2pm Wednesday, March 6, 2013**. Ordinarily, the purpose of this conference is to clarify the contents of this Invitation to Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation to Bid or any apparent omission or discrepancy should be presented to the RFP/BID Facilitator before bid opening. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation to Bid which will be posted on the City Website no later than Wednesday, March 13, 2013. Oral statements or instructions shall not constitute an amendment to this Invitation to Bid.

Questions should be sent to Kimberly Wilson by e-mail, [kimberly.wilson@costamesaca.gov](mailto:kimberly.wilson@costamesaca.gov)

**BIDDER'S INFORMATION FORM**

If the bid is by corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the Bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the Bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as Bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a contract with the City of Costa Mesa.

Firm Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Area Code

Fax: (\_\_\_\_\_) \_\_\_\_\_  
Area Code

Length of time in business: \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_ Incorporated: Yes \_\_\_\_\_ No \_\_\_\_\_

Vendor Contact Person: \_\_\_\_\_

Contact Person Title: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Area Code

E-mail address: \_\_\_\_\_

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## REFERENCES

The Bidder is required to state what work of the same character to that included in the proposed contract he/she has successfully performed, especially for public agencies, and give references which will enable the City to judge his/her responsibility, experience, skill, and business and financial standing. Include at least three references in California with the name of the firm, address, contact person, phone number, and dollar amount of the contract. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance. References shall not be within the Bidder's own organization or subsidiary. The City of Costa Mesa reserves the right to contact all references.

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Firm Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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Firm Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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Firm Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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**BID FORM**  
**OFFER PAGE**

To: City of Costa Mesa  
Purchasing Office Room 100  
77 Fair Drive City  
Costa Mesa, CA 92626

From: \_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

Responding to **Invitation to Bid No. 1152 due Wednesday, March 20, 2013 at 2:00 p.m.**, the undersigned Bidder agrees to furnish and deliver the desktop computers and monitors as indicated, per the specifications herein on an as needed basis. I/We have stated hereon the price(s) at which we will furnish and deliver the product(s) per the specifications and will accept as full payment therefore the amount shown for each line item.

Bidder further agrees that in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract.

**Award:** Bid award will be based on the lowest responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications.

**Taxes:** Bidders should show California Sales Tax on their bids. The City of Costa Mesa will calculate the California Sales Tax at 8.0% (Orange County rate) and pay it to Successful Bidder(s) who are California suppliers. The City of Costa Mesa is exempt from Federal Excise Tax.

**Please quote your most competitive pricing, INCLUDING ANY GOVERNMENT OR CO-OPERATIVE AGREEMENT PRICING. Bids that are not filled out completely will be ruled non-responsive and will not be evaluated. Bidder is to complete and include all requested information, including signatures, and return all pages of the bid as the bid submittal.**

**"PIGGYBACK" CLAUSE:** Bidder shall indicate below if the same prices, terms, and conditions of this bid are extended to other public agencies: Yes / No. Bidder's response to this question will not be considered in award of bid. When the Bidder extends the prices, terms, and conditions of this bid to other public agencies, the contract shall be between Bidder and the other agencies, and the City of Costa Mesa shall bear no responsibility or liability for the contracts.

**BID FORM**

**OFFER PAGE continued**

**Discounts:** Payment discounts of 20 or more days will be considered in award of bid. Discount for payment of invoice within 20 days of receipt is: \_\_\_\_\_%. (The City of Costa Mesa will not take discounts that are not earned).

**Credit Card Payment:** Will payment be accepted via commercial credit card? \_\_\_Yes \_\_\_No

**Independent Price Determination**

Authorized signature below certifies that this bid is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. Authorized signature below certifies that no arrangements or agreements have been entered into with any City of Costa Mesa public officer. Authorized signature below acknowledges understanding that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. Authorized signature below indicates agreement to abide by all conditions of this bid and certifies that individual signing is authorized to sign this bid for the Bidder/Supplier.

**Bidder's Acknowledgement of Understanding of the Terms and Conditions:**

Authorized signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and in all of the attachments and agenda(s).

**Representations Made Under Penalty Of Perjury:** The representations herein are made under penalty of perjury. We hereby offer to sell the City of Costa Mesa the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

\_\_\_\_\_  
Bidder Name (Person, Firm, Corp.)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

**BID FORM**

**PRICE PAGE**

**Price agreement specifications:** This is a contract for specified desktop computers and monitors ordered on an as needed basis for replacement desktop computers and monitors for the City use. The desktop computers and monitors are stocked in the City warehouse and used as needed. It is the requesting department's responsibility to review all price lists and discounts. Department is to contact supplier for quotes on desktop computers and monitors or additional items not included on the contract prior to requesting delivery from the supplier. The supplier is requested to deliver desktop computers and monitors within the requested time to the City's Corporate Yard, 2300 Placentia Ave, Costa Mesa, CA 92627. There will be no charge for delivery.

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any contractor, but is only listed in order to advise potential Bidders/Bidders of the requirements of the City. Any bid/offer, which proposes like quality, design or performance, will be considered. Bids submitted as alternates, as "equals", or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be accompanied by detailed product or service literature, suitable for evaluation. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

ITEM NO.	QTY	DESCRIPTION	MFG./MODEL OFFERED	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2.1	435	<b>Desktop Computers</b> <i>Machine Type 1</i>					
2.2	435	<b>Desktop Computers</b> <i>Machine Type 2</i>					
2.3	455	<b>Monitor</b>					
3.1	890	<b>Warranty</b> 3 year next business day (parts & labor)					
3.2	890	<b>Shipping Cost</b> (round trip for warranty repairs)		Incl.	Incl.	Incl.	Incl.
4.1		<b>Customer Service</b>		Incl.	Incl.	Incl.	Incl.
5.3		<b>Freight - F.O.B. Destination, Prepaid</b> (FOB Destination/Frt Prepaid)		Incl.	Incl.	Incl.	Incl.

TOTAL BASED ON Item 2.1 - Machine Type 1 \_\_\_\_\_

TOTAL BASED ON Item 2.2 - Machine Type 2 \_\_\_\_\_

**BID FORM**

**PRICE PAGE continued**

Please provide any additional pricing for consideration on this contract. What is the \_\_\_\_\_% discount off list price for any additional desktop computers and monitors that are requested?  
*(Discounts shall remain firm for period of contract)*

**Maximum Completion or Delivery Time:** \_\_\_\_\_ Days from receipt of order or notice to proceed.

Does your bid meet or exceed the tire specifications? Yes No Explain: \_\_\_\_\_

Is your pricing based on a cooperative bid? Yes / No, if so, which agency and contract is the pricing based on? \_\_\_\_\_

\_\_\_\_\_  
Bidder Name (Person, Firm, Corp.)

\_\_\_\_\_  
Signature of Authorized Representative

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# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

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FINANCE DEPARTMENT  
PURCHASING

**INVITATION TO BID**  
**FOR**  
**NEW DESKTOP COMPUTERS AND MONITORS**

**ITB NO. 1152**

**AMENDMENT NO. 1**

NOTICE IS HEREBY GIVEN that sealed bids shall be received by the City of Costa Mesa to wit: The City Clerk, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **2:00 p.m. on Wednesday, March 20, 2013.**

It shall be the responsibility of the Bidder to deliver their bid to the City Clerk's office by the announced time. Delivery Location: City of Costa Mesa, City Hall, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

Bids shall be submitted to the attention of Kimberly Wilson in a sealed envelope. The outside envelop shall identify the Bidder's Business Name, Bid Identity—Invitation to Bid for New Computers and Monitors and the Bid Opening Date. Bids will be publicly opened and read aloud at 2:00 p.m. or as soon thereafter as practicable on **March 20, 2013** in the Council Chambers.

A copy of this solicitation and possible future amendments may be obtained from City of Costa Mesa Website <http://www.costamesaca.gov/index.aspx?page=44> .

If you have additional questions, please contact Kimberly Wilson, via e-mail at [kimberly.wilson@costamesaca.gov](mailto:kimberly.wilson@costamesaca.gov)

<p><b>AMENDMENT NO. 1</b> Dated: March 13, 2013</p>
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**BID FORM**

**PRICE PAGE continued**

Please provide any additional pricing for consideration on this contract. What is the \_\_\_\_\_% discount off list price for any additional desktop computers and monitors that are requested?  
*(Discounts shall remain firm for period of contract)*

**Maximum Completion or Delivery Time:** \_\_\_\_\_ Days from receipt of order or notice to proceed.

Does your bid meet or exceed the ~~the~~ specifications? Yes No Explain: \_\_\_\_\_

Is your pricing based on a cooperative bid? Yes / No, if so, which agency and contract is the pricing based on? \_\_\_\_\_

\_\_\_\_\_  
Bidder Name (Person, Firm, Corp.)

\_\_\_\_\_  
Signature of Authorized Representative



# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

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FINANCE DEPARTMENT  
PURCHASING

**INVITATION TO BID**  
**FOR**  
**NEW DESKTOP COMPUTERS AND MONITORS**

**ITB NO. 1152**

**AMENDMENT NO. 2**

NOTICE IS HEREBY GIVEN that sealed bids shall be received by the City of Costa Mesa to wit: The City Clerk, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **2:00 p.m. on Wednesday, March 20, 2013.**

It shall be the responsibility of the Bidder to deliver their bid to the City Clerk's office by the announced time. Delivery Location: City of Costa Mesa, City Hall, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

Bids shall be submitted to the attention of Kimberly Wilson in a sealed envelope. The outside envelop shall identify the Bidder's Business Name, Bid Identity—Invitation to Bid for New Computers and Monitors and the Bid Opening Date. Bids will be publicly opened and read aloud at 2:00 p.m. or as soon thereafter as practicable on ~~March 20, 2013~~ **March 25, 2013** in the Council Chambers.

A copy of this solicitation and possible future amendments may be obtained from City of Costa Mesa Website <http://www.costamesaca.gov/index.aspx?page=44> .

If you have additional questions, please contact Kimberly Wilson, via e-mail at [kimberly.wilson@costamesaca.gov](mailto:kimberly.wilson@costamesaca.gov)

<p><b>AMENDMENT NO. 2 – Bid Submittals are now due on Monday, March 25, 2013</b> Dated: March 15, 2013</p>
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## INSTRUCTIONS TO BIDDERS

### DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**Bidder:** The individual, partnership, or corporation who submits a bid in response to a solicitation.

**City:** The City of Costa Mesa, California. **Contract:** The legal agreement executed between the City and the Contractor/Consultant/Vendor. The Contract shall include this Instruction to the Bidders document which is incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments and the Contractor's bid as accepted by the City, which will be referred to henceforth as ITB. **Contractor/Consultant/Vendor:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City. **Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract. **May:** Indicates something that is not mandatory but permissible. **Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of the bid as non-responsive. **Should:** Indicates something that is recommended but not mandatory. If the Bidder fails to provide recommended information, the City may, at its sole option, ask the Bidder to provide the information or evaluate the bid without the information.

1. **PRE-BID CONFERENCE:** If scheduled, the date and time of a Pre-Bid conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If a Bidder is unable to attend the Pre-Bid Conference questions may be submitted in writing. Bidders are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Invitation to Bid due date to the listed above. The purpose of this conference will be to clarify the contents of this Invitation to Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation to Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Invitation to Bid. Oral statements or instructions will not constitute an amendment to this Invitation to Bid.
2. **INQUIRIES:** Any question related to an Invitation to Bid shall be directed to the RFP/BID Facilitator. A Bidder shall not contact or ask questions of the department for whom the requirement is being procured unless directed by the RFP/BID Facilitator to do so. If any potential Bidder is in doubt as to the meaning of any part of the bid documents, finds discrepancies in or omissions from the specifications, or needs clarification, the Bidder may request a written interpretation or correction thereof, via e-mail at: [kimberly.wilson@costamesaca.gov](mailto:kimberly.wilson@costamesaca.gov) on or before 2pm **Wednesday, March 6, 2013**. Any correspondence related to a solicitation should refer to the appropriate Invitation to Bid number, page, and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment to the Invitation to Bid will be binding. Formal responses will be posted on the City's website no later than ~~Wednesday, March 13, 2013~~ Thursday, March 14, 2013 and Friday, March 15, 2013.

**BID FORM**  
**OFFER PAGE**

To: City of Costa Mesa  
Purchasing Office Room 100  
77 Fair Drive City  
Costa Mesa, CA 92626

From: \_\_\_\_\_  
Name of Bidder  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
City, State, & Zip

Responding to **Invitation to Bid No. 1152 due ~~Wednesday, March 20, 2013~~ Monday, March 25, 2013 at 2:00 p.m.**, the undersigned Bidder agrees to furnish and deliver the desktop computers and monitors as indicated, per the specifications herein on an as needed basis. I/We have stated hereon the price(s) at which we will furnish and deliver the product(s) per the specifications and will accept as full payment therefore the amount shown for each line item.

Bidder further agrees that in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract.

**Award:** Bid award will be based on the lowest responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications.

**Taxes:** Bidders should show California Sales Tax on their bids. The City of Costa Mesa will calculate the California Sales Tax at 8.0% (Orange County rate) and pay it to Successful Bidder(s) who are California suppliers. The City of Costa Mesa is exempt from Federal Excise Tax.

**Please quote your most competitive pricing, INCLUDING ANY GOVERNMENT OR CO-OPERATIVE AGREEMENT PRICING. Bids that are not filled out completely will be ruled non-responsive and will not be evaluated. Bidder is to complete and include all requested information, including signatures, and return all pages of the bid as the bid submittal.**

**"PIGGYBACK" CLAUSE:** Bidder shall indicate below if the same prices, terms, and conditions of this bid are extended to other public agencies: Yes / No. Bidder's response to this question will not be considered in award of bid. When the Bidder extends the prices, terms, and conditions of this bid to other public agencies, the contract shall be between Bidder and the other agencies, and the City of Costa Mesa shall bear no responsibility or liability for the contracts.

*All other provisions of the invitation of this proposal shall remain in their entirety.  
Vendors hereby acknowledge receipt and understanding of the above Amendment.*

\_\_\_\_\_  
Bidder Name (Person, Firm, Corp.)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date