

PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this ___ day of July, 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 Golden Star Technology, Inc. (GST), 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 Four Hundred Two Thousand, Four Hundred Seventy-Three Dollars (\$402,473.00) 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 Indemnatee 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



Michael Stone | Sr. Account Executive
GST | Information Technology Solutions
 13043 166th Street | Cerritos, CA 90703
 Office: 562.345-8764 | Direct: 818-851-0069
mstone@gstes.com | www.gstes.com

City of Costa Mesa – ITB NO. 1156

HP Compaq Elite 8300 Business PC Bill of Materials for ITB NO. 1156

Product family	Product number	Description
Business Desktop PCs - CTO	A3C66AV	Win 7 64bit Factory Image Recovery
Business Desktop PCs - CTO	A3J43AV	Windows 7 Professional 64bit OS ALL
Business Desktop PCs - CTO	B2L88AV	HP USB Standard Keyboard
Business Desktop PCs - CTO	QV996AV	HP Compaq Elite 8300 SFF PC
Business Desktop PCs - CTO	QW006AV	HP Compaq Elite 8300 SFF STD Chassis
Business Desktop PCs - CTO	QW377AV	HP DisplayPort To DVI-D Adapter
Business Desktop PCs - CTO	QW434AV	Intel Core i7-3770 3.4G 8M HD 4000 CPU
Business Desktop PCs - CTO	QW481AV	500GB 7200 RPM 3.5 HDD
Business Desktop PCs - CTO	QW519AV	SuperMulti ODD
Business Desktop PCs - CTO	QW549AV	8GB DDR3-1600 DIMM (2x4GB) RAM
Business Desktop PCs - CTO	QW658AV	3/3/3 SFF Warranty
Business Desktop PCs - CTO	QW671AV	HP Compaq Elite 8300 Country Kit
Business Desktop PCs - CTO	VL506AV	HP USB Optical BLK Mouse
Business Desktop PCs - CTO	XL536AV	Single Unit (SFF) Packaging

HP Compaq LA2206xc 21.5-inch WLED Backlit LCD Monitor for ITB NO. 1156

Product family	Product number	Description
HP Business Monitors	LW490AA	HP CPQ LA2206xc 21.5-In LED LCD

BID FORM
OFFER PAGE

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

From: Golden Star Technology, Inc.
Name of Bidder

13043 166th Street
Mailing Address

Cerritos, CA 90703
City, State, & Zip

Responding to **Invitation to Bid No. 1156 due Friday, June 21, 2013 at 11:00 a.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 are required to include in your bid/price quote the City of Costa Mesa (Orange County) tax rate of 8%. If a bidder fails to include the City's Sales Tax rate in their bid, the City will add the 8.0% figure to the bid for evaluation purposes. 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: 0%. (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 X 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.

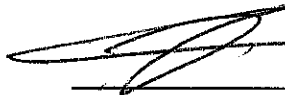
Bidder's Acknowledgement of Understanding of the Terms and Conditions:

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.

Golden Star Technology, Inc.

Bidder Name (Person, Firm, Corp.)



Signature of Authorized Representative

13043 166th Street

Address

Michael Stone

Printed Name of Authorized Representative

Cerritos, CA 90703

City, State, Zip Code

Senior Account Executive

Title of Authorized Representative

562-345-8764

Telephone Number

562-345-8714

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.

Please check the appropriate Manufacturer and Model that is applicable to the submitted bid.

ITEM NO.	QTY	DESCRIPTION	MANUFACTURER	MODEL	UNIT PRICE	TOTAL
2.1	435	Desktop Computers	Dell <input type="checkbox"/> or HP <input checked="" type="checkbox"/>	OptiPlex 7010 to Spec <input type="checkbox"/> HP Elite 8300 to Spec <input checked="" type="checkbox"/>	\$675.00	\$293,625.00
2.2	455	Monitor	Hewlett Packard	Compaq LA2206xc - 22"	\$170.00	\$77,350.00
3.1	890	Warranty 3 year next business day (parts & labor)	Hewlett Packard	QW658AV	Included	Included
3.2	890	Shipping Cost (round trip for warranty repairs)			Incl.	Incl.
4.1		Customer Service			Incl.	Incl.
5.3		Freight - F.O.B. Destination, Prepaid (FOB Destination/Frt Prepaid)			Incl.	Incl.
		SUBTOTAL			\$845.00	\$370,975.00
	455	E-Waste Recycling Fee			\$4.00	\$1,820.00
		8% Sales Tax (On Goods)				\$29,678.00

TOTAL

\$402,473.00

BID FORM

PRICE PAGE continued

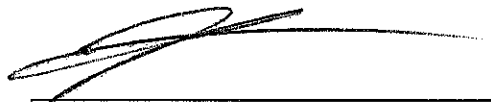
Please provide any additional pricing for consideration on this contract. What is the 42 % discount off list price for any additional desktop computers and monitors that are requested?
(Discounts shall remain firm for period of contract)

Maximum Completion or Delivery Time: 21-35 Days from receipt of order or notice to proceed.

Does your bid meet or exceed the tire specifications? Yes No Explain: N/A

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

Golden Star Technology, Inc.
Bidder Name (Person, Firm, Corp.)



Signature of Authorized Representative

(THIS AREA OF THE PAGE WAS INTENTIONALLY LEFT BLANK)

SPECIFICATIONS TABLE

Specification Table: For each Item & Minimum Requirement, indicate “yes” or “no” in the corresponding column marked “Comply”. If you do not meet the Item/Minimum Requirement, indicate an X in the column marked “Exception” and provide an explanation as to why you don’t meet the requirement. Any deviations from the minimum requirements must be clearly presented on the table or in an attached letter. If no exceptions are taken, the City of Costa Mesa will expect and require complete compliance with the specifications. The “Exception” column might also include the City’s request for specific information. Where information is requested, please provide a response.

ITEM & MINIMUM REQUIREMENT	COMPLY? Yes/No	VENDOR EXCEPTION/ ALTERNATIVE
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.	YES	
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.	YES	
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.	YES	
1.4 Include the E-Waste recycling fee in the bid.	YES	
1.5 Include 8% City of Costa Mesa Sales Tax in the bid.	YES	
1.6 The City of Costa Mesa will only review bids for one of the following small form factor desktop computers, all other submittals will be deemed unresponsive:	YES	
1.6.1 Hewlett Packard HP Elite 8300	YES	
1.6.2 Dell OptiPlex small form factor 9010 or 7010 configured with the specifications below.	NO	HP ELITE 8300
1.7 The City of Costa Mesa will only review bids for one of the following small form factor desktop computers, all other submittals will be deemed unresponsive:	YES	
1.7.1 HP Compaq LA2206xc - 22"	YES	
2. Hardware Specifications		
2.1 Small Form Factor Desktop either a HP Elite 8300 or a Dell OptiPlex 7010	YES	
• Small form factor tower	YES	
• Intel Core i7 processor (minimum 3 rd generation, 2.8 GHz or higher)	YES	
• 500GB SATA Hard Drive (minimum)	YES	
• 8GB RAM (Random Access Memory)	YES	
• DVD-RW	YES	
• 6 USB ports total (4 USB ports rear of machine; 2 USB ports on the front)	YES	
• USB keyboard and mouse	YES	

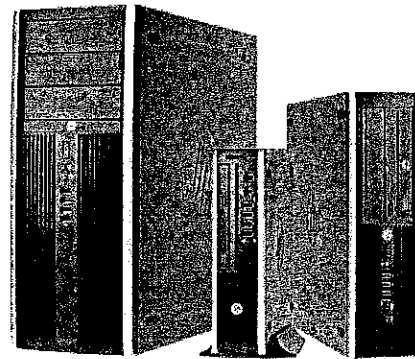
ITEM & MINIMUM REQUIREMENT	COMPLY? Yes/No	VENDOR EXCEPTION/ ALTERNATIVE
• Onboard sound card	YES	
• Windows 8 Pro 64bit license and recovery media w/downgrade rights to Windows 7 with recovery media	YES	
• Graphics card, either integrated or add-on, capable of displaying dual monitors with option for VGA or Display port connections	YES	
• Gigabit Ethernet networking connection	YES	
2.2 Monitors - HP Compaq LA2206xc - 22"	YES	
• 22" backlit LED with integrated web cam	YES	
• Resolution minimum of 1920x1080	YES	
• Connections must consist of DVI and Display port or VGA, and must be compatible with above mentioned system.	YES	
• Height adjustment	YES	
• Must include both VGA and display port cables	YES	
3. <u>Warranty</u>		
3.1 OEM will provide a minimum of 3 year next-business day support, inclusive of comprehensive parts and labor warranty.	YES	
3.2 OEM will pay shipping costs both ways for any equipment that may be returned to the successful Bidder's repair facility.	YES	
4. <u>Customer Service</u>		
4.1 Any call center support should be U.S. based.	YES	
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.	YES	
5. <u>Shipping and F.O.B.</u>		
5.1 Any call center support should be U.S. based.	YES	
5.2 Successful Bidder shall specify the interval between time of order to delivery that the City of Costa Mesa can reasonably expect.	YES	
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.	YES	
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.	YES	
5.5 The City of Costa Mesa will not be responsible for damages to any products that occurred in transit.	YES	

HP Compaq Elite 8300 Business PC

Customize. Expand. Control.



An elite portfolio of business PCs designed around the latest management, security, and expansion technologies.



HP recommends Windows® 7.

The latest technology

Find the latest PC technologies, combined with customizable solutions in the new HP Compaq Elite 8300 Business PC. Featuring 3rd generation Intel® Core™ vPro™ processor family^{1,2} for powerful performance without compromise, and a range of graphics solutions—including support for dual graphics cards on select form factors. Also includes new PCI Express v3.0 graphics technology with increased bandwidth for your graphic-intensive applications.

Intel® Smart Response Technology (SRT), a disk cache solution, delivers performance similar to solid state drives while retaining the storage capacity of a hard disk drive. Utilize RAID configurations and dual storage drives to automatically back up and protect your sensitive data.

Your business, your deployment scenario

HP Compaq Elite 8300 Business PCs provide unique chassis options to match your specific business environments. Choose the larger Convertible Minitower for industry leading expansion capabilities, the Small Form Factor for a great blend of size and optimized customization or the Ultra-slim Desktop for the latest PC technologies in an efficient 4 liter form factor.

Elite productivity, elite design

Increase screen real-estate with dual independent monitor support through VGA and DisplayPort outputs. Find standard, convenient audio connectivity with line-in and line-out ports, front-facing USB 2.0 ports and rear-facing USB 3.0 ports for fast data transfers. Collaborate with colleagues around the globe with exclusive HP Virtual Room³ software. Pre-installed SRS Premium Sound™ provides an HD-quality audio experience.

Simplified management, integrated security

Remotely manage clients using Intel® Core vPro¹ technologies and solutions from LANDesk Software, HP's preferred provider. Protect data and credentials with HP's certified and embedded Trusted Platform Module (TPM).

Stay in control with HP ProtectTools⁴ included with all HP Compaq Elite 8300 PCs. Permanently erase sensitive information with HP Disk Sanitizer and File Sanitizer functions.⁵ Use Drive Encryption to encode every bit of information on your hard drive volume, enabling it unreadable to an unauthorized person. Store access information regarding protected websites⁶ with Password Manager.⁷

Save energy, reduce impact

Manage your PC's energy efficiency with exclusive HP Power Assistant⁸ software. Access the quick and easy user interface to set up custom schedules for when the machine goes into low power states.

HP leads the industry in the development of environmental PC technologies. Reduce your global footprint and help lower operating costs with qualifying configurations on HP Compaq Elite 8300 Business PCs.

- ENERGY STAR® qualified
- EPEAT® Gold registered⁹
- BFR/PVC free materials¹⁰

Backed by HP

Maintain a consistent IT environment with a minimum, 15-month lifecycle stability commitment for HP Compaq Elite 8300 Business PCs. Benefit from Global Series models for world-wide product consistency and HP Custom Integration Services (CIS) for custom software and hardware deployment to meet your enterprise needs.

Receive award-winning service and support with a standard, 3-year limited warranty. Additional coverage is available through HP Care Pack¹¹ Services.

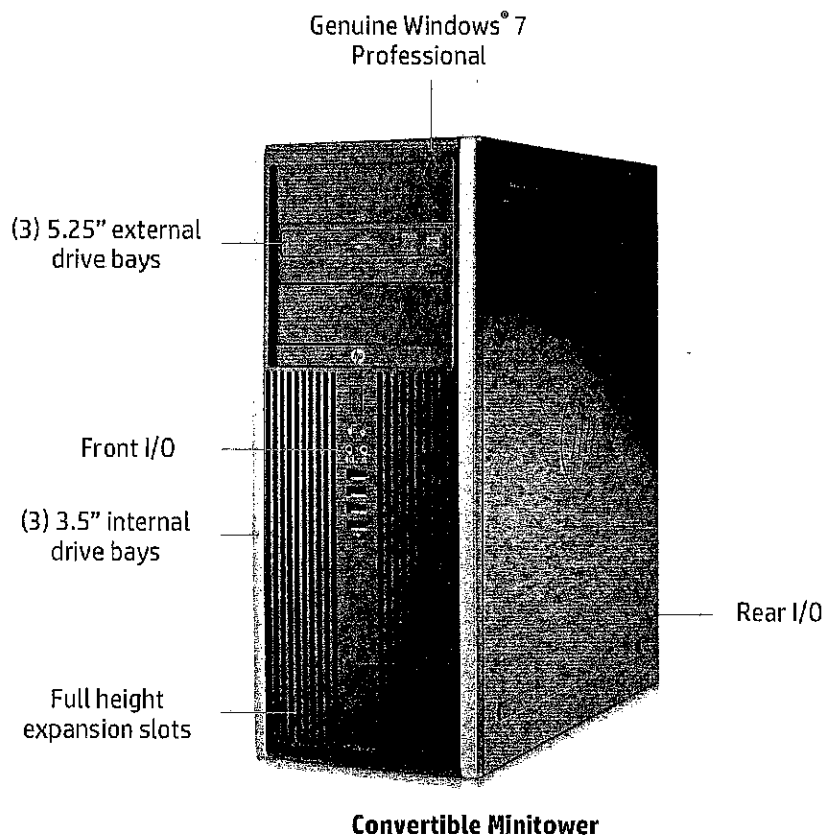
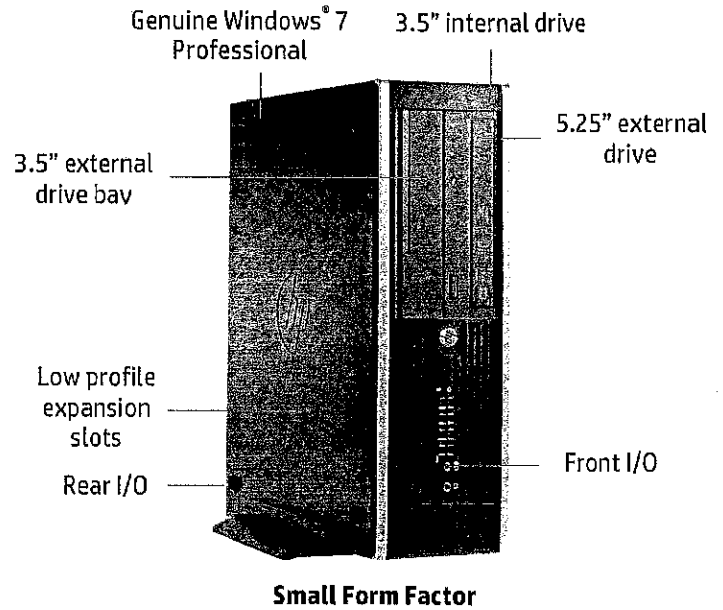
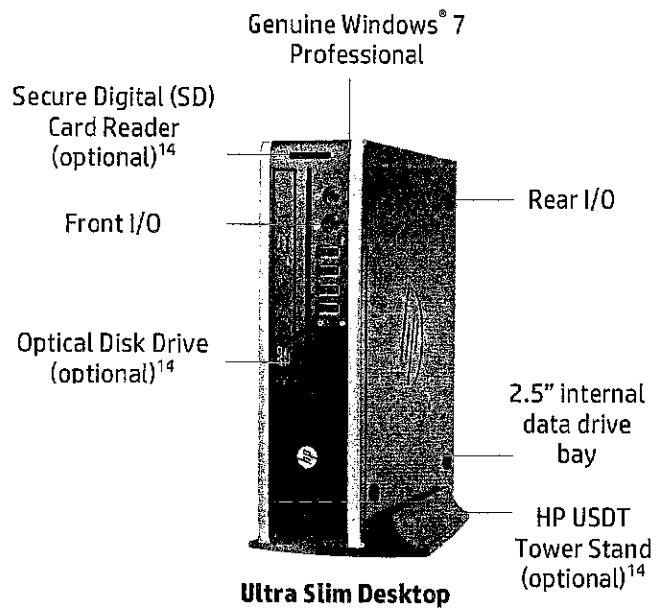
HP Compaq Elite 8300 Business PC

HP recommends Windows® 7.

SPECIFICATIONS	CMT, SFF	USDT
Operating system	Preinstalled (availability varies by region): Genuine Windows® 7 Ultimate 32 ¹⁵ Genuine Windows 7 Ultimate 64 ¹⁵ Genuine Windows 7 Professional 32 ¹⁵ Genuine Windows 7 Professional 64 ¹⁵ Genuine Windows 7 Home Premium 32 ¹⁵ Genuine Windows 7 Home Premium 64 ¹⁵ Genuine Windows 7 Home Basic 32 ¹⁵ FreeDOS	
Processor²	2 nd and 3 rd Generation Intel® Core™ i7, i5, and i3 processors; select processors include Intel vPro™ Technology; ¹ Intel® Pentium	
Chipset	Intel® Q77 Express	
Memory¹²	1600 MHz non-ECC DDR3 SDRAM; (4) DIMM slots enabling up to 32 GB	1600 MHz non-ECC DDR3 SDRAM; (4) SODIMM slots enabling up to 16 GB
Internal Storage¹³	A full range of hard disk and solid state storage drives, including some with self-encrypting capabilities.	
Removable Storage¹⁴	Optional optical disc drives and a media card reader supporting data storage and backup, multi-media and software installation.	
Drive Bays	CMT: External: (3) 5.25". Internal: (3) 3.5" SFF: External: (1) 5.25"; (1) 3.5". Internal: (1) 3.5"	External: (1) Slim bay, (1) Secure Digital (SD) Reader bay Internal: (1) 2.5"
Expansion Slots	CMT: (3) PCI; (1) PCIe x1; (1) PCIe x4; (1) PCIe x16 SFF: (1) PCI; (1) PCIe x1; (1) PCIe x4; (1) PCIe x16	(1) Mini PCI Express, (1) MXM, (1) mSATA
Graphics	Integrated Intel® HD Graphics (depends on processor), optional discrete graphics solutions from AMD and NVIDIA available	
Audio	High definition audio system including SRS Premium Sound, microphone and headphone front ports, line-out/line-in rear ports and a standard internal speaker	
Communications	Integrated Intel® 82579LM GbE Network Connection (supporting vPro remote management technologies); Intel® Gigabit CT Desktop PCIe Network Card (optional). Wireless cards also available as options. NOTE: The integrated network connection or optional Intel CT Desktop NIC is required to support Intel® vPro Technology.	
Ports and Connectors	Front: (4) USB 2.0, microphone, headphone; Rear: (2) USB 2.0, (4) USB 3.0, serial, (2) PS/2, VGA, DisplayPort, RJ-45, line-in, line-out	Front: (4) USB 2.0, microphone, headphone; Rear: (2) USB 2.0, (4) USB 3.0, (2) PS/2, VGA, (2) DisplayPorts, RJ-45, line in, line out
Input Devices	A full range of optional keyboards and mice, including models featuring an integrated SmartCard reader.	
Power	CMT/: 320W 90% efficient Active PFC Power Supply SFF: 240W 90% efficient Active PFC Power Supply Standard efficiency PSUs available in some regions.	135W 87% efficient external power adapter (when configured with integrated graphics) 180W 87% efficient external power adapter (when configured with discrete graphics)
Security	Trusted Platform Module (TPM) 1.2, Stringent security (via BIOS), SATA port disablement (via BIOS), Drive Lock, Intel Identity Protection Technology (IPT), Serial/Parallel/USB enable and disable (via BIOS), Removable media write/boot control, Power-On Password (via BIOS), HP Hood Sensor, HP ProtectTools® Security Suite, support for chassis padlocks and cable lock devices	
Software	HP Compaq business PCs are shipped with a variety of software titles included to ensure a productive experience right out of the box, including: Microsoft® Security Essentials and Microsoft® Office Starter: reduced-functionality Word and Excel only, with advertising, no PowerPoint or Outlook. Buy Office 2010 to use the full-featured software ¹⁶	
Dimensions (W x D x H)	CMT: 7 x 18 x 17.6 in (17.8 x 44.5 x 44.8 cm) SFF: 13.3 x 14.9 x 4 in (33.8 x 37.9 x 10 cm)	9.9 x 10 x 2.6 in (25.2 x 25.4 x 6.6 cm)
Warranty and Services⁷	3/3/3-year limited warranty, including telephone support 24/7; terms and conditions may vary by country and region; other HP Care Pack Services ¹¹ available, see hp.com/go/lookuptool .	

HP Compaq Elite 8300 Business PC

HP recommends Windows® 7.



HP Compaq Elite 8300 Business PC

HP recommends Windows® 7.

1. vPro Technology - Some functionality of this technology, such as Intel Active management technology and Intel Virtualization technology, requires additional 3rd party software in order to run. Availability of future "virtual appliances" applications for Intel vPro technology is dependent on 3rd party software providers. Compatibility with future "virtual appliances" and Microsoft Windows 7 operating system is yet to be determined.
2. 64-bit computing on Intel architecture requires a computer system with a processor, chipset, BIOS, operating system, device drivers and applications enabled for Intel® 64 architecture. Processors will not operate (including 32-bit operation) without an Intel 64 architecture-enabled BIOS. Performance will vary depending on your hardware and software configurations. See intel.com/info/em64t for more information. Dual Core is designed to improve performance of certain software products. Not all customers will necessarily benefit from the use of this technology. Maximum memory capacities assume 64-bit operating systems.
3. A 60-day Virtual Room trial is included. Internet access required. Requires purchase of license afterwards. See hp.com/go/connectsolutions for details.
4. HP ProtectTools requires Microsoft Windows.
5. HP File Sanitizer and Disk Sanitizer are suitable for the use cases outlined in the DOD 5220.22-M Supplement.
6. Wireless access point and Internet service required and sold separately.
7. Privacy Manager requires a fingerprint reader for all users involved in an encrypted IM session.
8. HP Power Assistant enhances management of the system energy requirements and enables users to take control of their power consumption for a reduced impact on the environment. Power calculations and cost calculations are estimates. Results will vary based on variables, which include information provided by the user, time PC is in different power states (on, standby, hibernate, off), time PC is on battery or AC, hardware configuration, variable electricity rates, and utilities provider. HP advises customers to use information reported by HP Power Assistant for reference only and to validate impact in their environment. Environmental calculations were based on U.S. EPA eGrid 2007 data found at epa.gov/egrid/. Regional results will vary. Requires Microsoft Windows.
9. EPEAT® Gold where HP registers commercial desktop products. See epeat.net for registration status in your country.
10. Meeting the industry definition of 'BFR/PVC-free' per the INEMI Position Statement on "Low Halogen" Electronics. Plastic parts incorporated into the chassis generally contain < 1000 ppm (0.1%) of bromine or chlorine. Printed circuit board and substrate laminates generally contain < 1500 ppm (0.15%) of total bromine and chlorine. Service parts after purchase may not be BFR/PVC-free. Power supply, power cords, keyboard, mouse, and DVI-to-VGA adapter are not BFR/PVC free.
11. Service levels and response times for HP Care Pack Services may vary depending on your geographic location. Service starts from date of hardware purchase. Restrictions and limitations apply. HP Care Pack Services extend service contracts beyond the standard warranties. To choose the right level of service for your HP product, use the HP Care Pack Services Lookup Tool at hp.com/go/lookuptool. Additional HP Care Pack Services information by product is available at hp.com/services/carepack.
12. Maximum memory capacities assume Windows 64-bit operating systems or Linux. With Windows 32-bit operating systems, memory above 3 GB may not all be available due to system resource requirements.
13. For hard drives, GB = 1 billion bytes; 1 TB = 1 trillion bytes. Actual formatted capacity is less. Up to 16 GB (for Windows 7) of disk space is reserved for the system recovery software.
14. Options and accessories sold separately. Availability varies by country.
15. System may require upgraded and/or separately purchased hardware to take full advantage of Windows 7 functionality. Not all features are in all editions of Windows 7. See microsoft.com/windows/windows-7/ for details.
16. Includes reduced functionality versions of Word and Excel. Purchase of Product Key required to activate full Office 2010 suite available at participating resellers/retailers and office.com.

Please see the product QuickSpecs document for additional detailed specifications and information. See hp.com/go/businessdesktopPCs for more information about HP Business Desktop PCs.

© 2012 Hewlett-Packard Development Company, L.P. The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein. AMD is a trademark of Advanced Micro Devices, Inc. ENERGY STAR is a registered mark owned by the U.S. government. Intel, Intel Core, and Pentium are trademarks of Intel Corporation in the U.S. and other countries. Microsoft and Windows are trademarks of the Microsoft group of companies. To learn more, visit hp.com.

4AA4-1525ENA, Created June 2012





HP Advantage Series HP Compaq LA2206xc

21.5-inch WLED Backlit LCD Monitor

Connecting business ideas and opportunities online



Change the way your company collaborates and communicates with team members and customers, while saving time and money.

Connect and Collaborate

Be there virtually. The LA2206xc monitor delivers personal video conferencing features to work with colleagues and clients as though they are in the same room – without having to travel.

- 21.5-inch diagonal widescreen monitor with easy-to-use and efficient video conferencing features
- Built-in 720p HD webcam to view and communicate with team members, or clients virtually (LED lights up when webcam is in use)
- Built-in dual microphones for improved audio capture
- Audio input jack connects to PC or docking station providing a quality sound output via the integrated (rear firing) speakers
- Audio output jack is ideal for attaching external head phones (sold separately) to keep discussions private

Virtual Meeting Software Solutions

Interacting with co-workers and contacts online is easier and safer with virtual meeting software solutions (included with the monitor). Bridge the distance to strengthen work relationships, and amplify productivity, while saving time and money.

- **HP MyRoom** makes collaborating with business contacts effortless
 - Two way, face-to-face, video chat
 - Desktop sharing
 - Voice Over IP (VOIP)
 - Instant Messaging
 - Secure experience with AES 256-bit SSL encryption

- **YouCam 4** provides a suite of tools for web conferencing and delivering presentations
 - Live video chat with TrueTheater technology and facial tracking with auto-zooming
 - Presentation sharing
 - Video and photo desktop capture
 - Audio capture
 - Webcam surveillance
 - LED backlights provide quicker “switching” time and faster performance

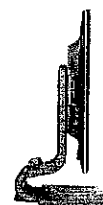
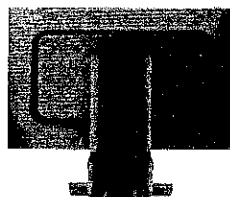
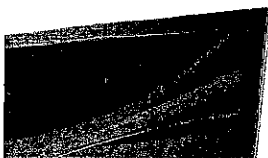
Forward-thinking Design

Beyond the sleek appearance and high screen performance, stands a slender monitor that utilizes minimal desktop space, includes ergonomic features for a comfortable view and is designed with the environment in mind.

- Ultra-slim profile with Mercury-free LED backlights
- DisplayPort, DVI-D and VGA connectivity (HDCP support on DisplayPort and DVI)
- Height adjustment (13 cm) and pivot rotation (90°)
- Tilt (-5° to +30°) and swivel (360°) adjustment
- Low halogen²
- Arsenic-free display glass
- TCO 5.0 certified
- Recyclable plastics, finishes and packaging

Relax with HP Reliability

Rely on HP with a limited warranty and award-winning 24/7 service and support. Get prompt service from a support technician with real-time chat and e-mail responses. Additional coverage is available from a wide range of optional enhanced service plans.



HP Compaq LA2206xc 21.5-inch Webcam LCD Monitor

Part number	LW490AA
Panel type	TN (Twisted Nematic) LED backlit LCD
Viewable image area	54,61 cm (21.5 in) widescreen; diagonally measured
Viewing angle	Up to 170° horizontal/160° vertical (10:1 minimum contrast ratio)
Brightness³	250 nits (cd/m ²)
Contrast ratio³	1000:1 (typical); 1,000,000:1 (dynamic)
Response rate³	5 ms (on/off)
Frequency	Horizontal: 24 to 94 kHz; Vertical: 50 to 76 Hz
Native resolution	1920 x 1080 @ 60 Hz
Resolutions supported	1920 x 1080 @ 60 Hz; 1680 x 1050 @ 60 Hz; 1440 x 900 @ 60 Hz; 1280 x 1024 @ 60 Hz; 1280 x 720 @ 60 Hz; 1024 x 768 @ 60 Hz; 800 x 600 @ 60 Hz; 720 x 400 @ 70 Hz; 640 x 480 @ 60 Hz
Input signal	VGA; DVI-D (w/HDCP support), and DisplayPort (w/HDCP support)
Connectors	(2) USB ports, (1) USB cable included
Webcam	Built-in 720p HD Webcam w/ dual microphones and LED
User controls (on-screen display)	Brightness, contrast, positioning, color temperature (warm, standard, cool, custom), clock, clock phase, sharpness, monitor management, volume, video source control, and factory reset
Input power	100 – 240 VAC, 50/60 Hz
Power consumption	Maximum: 42 watts; Typical: 35 watts ; Switch off Mode: ≤0.5 watts; Sleep Mode: ≤0.5 watts
Dimensions (h x w x d)	Packaged: 58,1 x 46,8 x 15,4 cm (22.87 x 18.43 x 6.06 in) Unpacked w/stand: 51,80 x 22,73 x 33,33 to 43,87 cm (20.39 x 8.95 x 13.2 to 17.27 in) Head only: 51,8 x 4,75 x 31,5 cm (20.39 x 1.87 x 12.40 in)
Weight	Unpacked: 6,1kg (13.4 lb); Packaged: 8,3 kg (18.4 lb) Head only: 3,8 kg (8.4 lb)
Base features	Tilt: -5° to + 30° vertical; Swivel: +/- 360° horizontal; Pivot: 90° into portrait orientation; Height: 0 to 13 cm (0 to 5.1 in) adjustment range
Environmental	Operating: 5° to 35° C (41° to 95° F); Non-operating: -20° to 60° C (-34° to 140° F)
Options (each sold separately)	HP Single Monitor Arm - Optional; The flexible design of the HP Single Monitor Arm provides a seemingly endless range of display adjustments with an amazing 13 inches of lift, 50 degrees of tilt, and 360 degrees of pan and rotation – all at your fingertips -- helping you stay comfortable and productive throughout the day. Part number BT861AA. HP Adjustable Dual Display Stand - Optional; Premium space-saving dual screen solution provides access to more monitor real estate and makes it possible to manage multiple applications simultaneously. Weight adjustable for dual monitors from 17-24". Rotate displays into portrait/landscape positions. Part number AW664AA. HP LCD Speaker Bar - Optional; powered directly by the connected PC, seamlessly attaches to the monitor's bezel to bring full multimedia support to select HP LCD monitors; features dual speakers with full sound range and two external jacks for headphones. Part number NQ576AA. HP Quick Release - Optional; easy-to-use, VESA-compliant, LCD monitor mounting solution that allows quick and secure attachment of an LCD monitor to a variety of stands, brackets, arms or wall mounts. Part number EM870AA. HP Integrated Work Center Stand - Optional; Allows mounting of a 17 - 24 inch diagonal HP LCD monitor and an HP Compaq 8000 series Ultra-slim Desktop PC as well as select HP Thin Clients on a single stand for the convenience of an "all-in-one" form factor. Sold separately. Part number LH526AA. HP USB Graphics Adapter - Optional; Enables connection of up to six simultaneous displays. Use one Adapter to bridge between a notebook or desktop PC and second monitor or use multiple Adapters to connect several displays to each other. Part number NL571AA. HP Business PC Security Lock Kit - Optional; Attaches to the rear of the PC with a six-foot steel cable that can be used to secure a PC or peripherals such as mice, keyboards, monitors or USB security devices to protect them against unauthorized removal by physically connecting the system to an anchor point. Part number PV606AA.
Certification and compliance	TCO 5, VCCI, KC, KCC, BSMI, TUV, CECP, FCC, CE, BSMI, ISC, C-Tick, GOST, E-Standby, RoHS, WEEE, ETL, CCC, NOM, CEL Grade 1 (APJ only).
Limited warranty	Protected by HP, including a 3 year standard limited warranty. Certain restrictions and exclusions apply. Optional Care Pack Services are extended service contracts which go beyond your standard warranties. (HP Care Pack Services extend service contracts beyond the standard warranties. Service levels and response times for HP Care Packs may vary depending on your geographic location. Service starts from date of hardware purchase. To choose the right level of service for your HP product, use the HP Care Pack Services Lookup Tool at www.hp.com/go/lookuptool . Additional HP Care Pack Services information by product is available at www.hp.com/hps/carepack .)

1. High definition (HD) content is required to view HD images. This monitor is capable of 1080p resolution. 2. External power supplies, power cords, cables and peripherals are not Low Halogen. Service parts obtained after purchase may not be Low Halogen. 3. All performance specifications represent the typical specifications provided by HP's component manufacturers; actual performance may vary either higher or lower.

© 2011-2013 Hewlett-Packard Development Company, L.P. The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein. Microsoft®, Windows® and Vista® are trademarks of the Microsoft® group of companies. To learn more, visit www.hp.com

April 2013



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

EXHIBIT D

ITB No. 1156



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. 1156

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 **11:00 a.m. on June 21, 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 11:00 a.m. or as soon thereafter as practicable on **June 21, 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](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

Dated: May 31, 2013

Bidder Name (Person, Firm, Corp.)

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 on or before 2pm **Monday, June 10, 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, June 12, 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.

(THIS AREA OF THE PAGE WAS INTENTIONALLY LEFT BLANK)

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 of 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 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.

(THIS AREA OF THE PAGE WAS INTENTIONALLY LEFT BLANK)

SPECIFICATIONS

BID SPECIFICATIONS AND SCOPE OF WORK

ITB #1156 – 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, to replace the existing Dell Optiplex GX620 desktops and monitors by various manufacturers. Due to space constraints, 23" monitors are the largest monitors that will accommodate the majority of users. For the sake of consistency, the City prefers to go with one brand and size monitor for the entire lot of 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 Include the E-Waste recycling fee in the bid.
- 1.5 Include 8% City of Costa Mesa Sales Tax in the bid.
- 1.6 The City of Costa Mesa will only review bids for one of the following small form factor desktop computers, all other submittals will be deemed unresponsive:
 - 1.6.1 Hewlett Packard HP Elite 8300
 - 1.6.2 Dell OptiPlex small form factor 7010 configured with the specifications below.
- 1.7 The City of Costa Mesa will only review bids for one of the following small form factor desktop computers, all other submittals will be deemed unresponsive:
 - 1.7.1 HP Compaq LA2206xc - 22"

2. Hardware Specifications

2.1 Small Form Factor Desktop either a HP Elite 8300 or a Dell OptiPlex 7010

- Small form factor desktop/tower
- Intel Core i7 processor (minimum 3rd 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
- Onboard sound card

- Windows 8 Pro 64bit with downgrade rights to Windows 7 Pro 64bit licenses and recovery media
- 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

2.2 Monitors - HP Compaq LA2206xc - 22"

- 22" backlit LED with integrated web cam
- Resolution minimum of 1920x1080
- Connections must consist of Display port and VGA that are compatible with above mentioned system.
- Display port and VGA cables with each monitor
- 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 Monday, June 10, 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, June 12, 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

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: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION

☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION

☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP

☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

City of Costa Mesa Business License Number:

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date:

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: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Firm Name: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Firm Name: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

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. 1156 due Friday, June 21, 2013 at 11:00 a.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 are required to include in your bid/price quote the City of Costa Mesa (Orange County) tax rate of 8%. If a bidder fails to include the City's Sales Tax rate in their bid, the City will add the 8.0% figure to the bid for evaluation purposes. 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 of 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.

Please check the appropriate Manufacturer and Model that is applicable to the submitted bid.

ITEM NO.	QTY	DESCRIPTION	MANUFACTURER	MODEL	UNIT PRICE	TOTAL
2.1	435	Desktop Computers	Dell____ or HP____	OptiPlex 7010 to Spec ____ HP Elite 8300 to Spec ____		
2.2	455	Monitor	Hewlett Packard	Compaq LA2206xc - 22"		
3.1	890	Warranty 3 year next business day (parts & labor)				
3.2	890	Shipping Cost (round trip for warranty repairs)			Incl.	Incl.
4.1		Customer Service			Incl.	Incl.
5.3		Freight - F.O.B. Destination, Prepaid (FOB Destination/Frt Prepaid)			Incl.	Incl.
		SUBTOTAL				
	455	E-Waste Recycling Fee				
		8% Sales Tax (On Goods)				

TOTAL _____

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

(THIS AREA OF THE PAGE WAS INTENTIONALLY LEFT BLANK)

SPECIFICATIONS TABLE

Specification Table: For each Item & Minimum Requirement, indicate “yes” or “no” in the corresponding column marked “Comply”. If you do not meet the Item/Minimum Requirement, indicate an X in the column marked “Exception” and provide an explanation as to why you don’t meet the requirement. Any deviations from the minimum requirements must be clearly presented on the table or in an attached letter. If no exceptions are taken, the City of Costa Mesa will expect and require complete compliance with the specifications. The “Exception” column might also include the City’s request for specific information. Where information is requested, please provide a response.

ITEM & MINIMUM REQUIREMENT	COMPLY? Yes/No	VENDOR EXCEPTION/ ALTERNATIVE
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 Include the E-Waste recycling fee in the bid.		
1.5 Include 8% City of Costa Mesa Sales Tax in the bid.		
1.6 The City of Costa Mesa will only review bids for one of the following small form factor desktop computers, all other submittals will be deemed unresponsive:		
1.6.1 Hewlett Packard HP Elite 8300		
1.6.2 Dell OptiPlex small form factor 9010 or 7010 configured with the specifications below.		
1.7 The City of Costa Mesa will only review bids for one of the following small form factor desktop computers, all other submittals will be deemed unresponsive:		
1.7.1 HP Compaq LA2206xc - 22"		
2. Hardware Specifications		
2.1 Small Form Factor Desktop either a HP Elite 8300 or a Dell OptiPlex 7010		
• Small form factor tower		
• Intel Core i7 processor (minimum 3 rd 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		

ITEM & MINIMUM REQUIREMENT	COMPLY? Yes/No	VENDOR EXCEPTION/ ALTERNATIVE
<ul style="list-style-type: none"> Onboard sound card 		
<ul style="list-style-type: none"> Windows 8 Pro 64bit license and recovery media w/downgrade rights to Windows 7 with recovery media 		
<ul style="list-style-type: none"> Graphics card, either integrated or add-on, capable of displaying dual monitors with option for VGA or Display port connections 		
<ul style="list-style-type: none"> Gigabit Ethernet networking connection 		
2.2 Monitors - HP Compaq LA2206xc - 22"		
<ul style="list-style-type: none"> 22" backlit LED with integrated web cam 		
<ul style="list-style-type: none"> Resolution minimum of 1920x1080 		
<ul style="list-style-type: none"> Connections must consist of DVI and Display port or VGA, and must be compatible with above mentioned system. 		
<ul style="list-style-type: none"> Height adjustment 		
<ul style="list-style-type: none"> Must include both VGA and display port cables 		
3. <u>Warranty</u>		
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. <u>Customer Service</u>		
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. <u>Shipping and F.O.B.</u>		
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.		

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this ___ day of ___, 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 _____ 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 Consultant’s Proposal (the “Proposal”). A copy of said Proposal is attached hereto as Exhibit “A” and 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. [TBD]

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 three 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 two 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.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant
12345 Jefferson Rd.
Costa Mesa, CA 92626
Tel: 555-555-5555
Fax: 555-555-5555
Attn:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156
Fax: 714-754-5330
Attn: Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of 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.

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 a 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:

Project Manager

Date: _____

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