



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

INFORMAL BID
** THIS IS NOT AN ORDER **

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SUBMIT BID TO:
BUYER: PEGGY L CHAMBERS
PURCHASING DIVISION
333 W OCEAN BLVD/7TH FLOOR
LONG BEACH CA 90802

PRINT DATE: 08/31/2010
REQUEST NO.: ITLB10000100
---BIDS MUST BE RECEIVED BY---
09/09/10 TIME: 02:00 PM

VENDOR NAME:
ADDRESS:

DELIVERY: _____ DAYS ARO
(DELIVERY IN CALENDAR DAYS)

FOR INFORMATION, CALL: PEGGY L CHAMBERS
(NO COLLECT CALLS) (562)-570-6200 EXT-
SPEC CONTACT: KONGIT ALEMAYEHU

(562) 570-6492

IMPORTANT: LONG BEACH, DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESSES ARE
ENCOURAGED TO RESPOND TO THIS SOLICITATION

0001 984-26

MAC PRO OS X SPECIFICATIONS:

ONE 3.2GHZ QUAD-CORE INTEL XEON "NEHALEM" 3GB (3X1GB);
1TB 7200-RPM SERIAL ATA 3GB/S HARD DRIVE; ATI RADEON HD 5770 1GB;
ONE 18X SUPERDRIVE;
APPLE MAGIC MOUSE;
APPLE KEYBOARD WITH NUMERIC; KEYPAD (ENGLISH) & USER'S GUIDE;
MICROSOFT OFFICE MAC 2008 BUSINESS EDITION;
MAC OS X SERVER (UNLIMITED-CLIENT);
NO APPLE CARE PROTECTION PLAN

UNIT PRICES QUOTED SHALL BE FOB DESTINATION AND SHALL INCLUDE ALL
DELIVERY AND UNLOADING CHARGES.

TECHNICAL QUESTIONS SHALL BE DIRECTED TO JAMES ALLEN, 562-570-6127.

	UNIT PRICE	EXTENSION
13 EACH MAC PRO ONE	\$ _____ EACH	\$ _____
13 EACH APPLE LED CINEMA DISPLAY (24" FLAT PANEL)	\$ _____ EACH	\$ _____
13 EACH CA E-WASTE FEE	\$ _____ EACH	\$ _____

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*** GENERAL CONDITIONS ***

BUSINESS LICENSE REQUIREMENTS:

IN ACCORDANCE WITH MUNICIPAL CODE (SECTION 3.80.210) A BUSINESS LICENSE IS REQUIRED UNDER THE FOLLOWING CONDITIONS:

- A) IF YOU ARE PROVIDING A SERVICE IN LONG BEACH;
B) IF YOU ARE PROVIDING AND DELIVERING A PRODUCT IN LONG BEACH.
(IF A THIRD PARTY DELIVERS THE PRODUCT, A BUSINESS LICENSE IS NOT REQUIRED.)

FOR MORE INFORMATION, CONTACT THE BUSINESS LICENSE SECTION AT 562-570-6211.

** LONG BEACH BUSINESS LICENSE NUMBER: _____

(REQUIRED UPON NOTIFICATION OF AWARD)

INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID,
WOULD YOU SUPPLY THE SAME ITEMS? YES () NO ()

(IF YES, ANY AGENCY ELECTING TO PARTICIPATE IN THIS BID WILL ORDER ITS OWN REQUIREMENTS WITHOUT REGARD TO THE CITY OF LONG BEACH. THE CITY OF LONG BEACH ASSUMES NO LIABILITY OR PAYMENT GUARANTEE ON ANY UNITS SOLD TO PARTICIPATING AGENCIES.)

AMERICANS WITH DISABILITIES ACT:

CONTRACTOR SHALL HAVE AND BE ALLOCATED THE SOLE RESPONSIBILITY TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 ("ADA") WITH RESPECT TO PERFORMANCE HEREUNDER AND CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICIALS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF FAILURE TO COMPLY WITH OR VIOLATION OF THE ADA AS SAID CLAIM RELATES TO THIS CONTRACT.

AWARD INFORMATION:

CITY'S PURCHASES OF GOODS AND SERVICES ARE BASED ON THE CITY'S ACTUAL NEEDS AND REQUIREMENTS. THE CITY IS OBLIGATED UNDER THIS CONTRACT/ PURCHASE ORDER TO PURCHASE AND PAY FOR ONLY THOSE GOODS AND SERVICES THAT THE CITY NEEDS AND REQUIRES, AND THAT THE CITY ACTUALLY ORDERS AND RECEIVES. ANY DOLLAR AMOUNT IDENTIFIED AS A "NOT TO EXCEED" AMOUNT IN ANY CITY DOCUMENT IS NOT A GUARANTEED PAYMENT AMOUNT TO ANY VENDOR OR SERVICE PROVIDER. FURTHERMORE, THE CITY MAY DETERMINE THAT ITS NEEDS AND REQUIREMENTS MAY BE MET BY CITY LABOR OR BY A SECOND VENDOR OR SERVICE PROVIDER, EVEN AFTER AN AWARD IS MADE TO ONE VENDOR OR SERVICE PROVIDER. AN AWARD IS NOT A PROMISE OR GUARANTEE

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OF EXCLUSIVITY.

NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:
RESPONSES TO THIS INVITATION TO BID BECOME THE EXCLUSIVE PROPERTY OF
THE CITY OF LONG BEACH. ALL BIDS SUBMITTED IN RESPONSE TO THIS
INVITATION TO BID ARE A MATTER OF PUBLIC RECORD AND SHALL BE REGARDED
AS PUBLIC RECORDS. EXCEPTIONS WILL BE ONLY THOSE ELEMENTS IN EACH
BID THAT ARE DEFINED BY THE BIDDER AS BUSINESS OR TRADE SECRETS AND
ARE MARKED AS "TRADE SECRETS", "CONFIDENTIAL" OR "PROPRIETARY".

THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY WAY FOR DISCLOSURE
OF ANY RECORDS NOT MARKED AS "TRADE SECRETS", "CONFIDENTIAL" OR
"PROPRIETARY". THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY
WAY FOR DISCLOSURE OF ANY RECORDS SO MARKED IF DISCLOSURE IS DEEMED
TO BE REQUIRED BY LAW OR BY A COURT ORDER.

BASIS OF AWARD OF CONTRACT: WITHOUT LIMITING THE POWER AND AUTHORITY
WITH WHICH IT IS VESTED, THE CITY SHALL BE THE SOLE AUTHORITY IN
DETERMINING THE LOWEST RESPONSIBLE BIDDER, TAKING INTO CONSIDERATION
THE BIDDER'S EXPERIENCE, REFERENCES, EQUIPMENT, FACILITY, OPERATIONS,
QUALITY, FITNESS, CAPACITY AND ADAPTABILITY IN RESPECT TO THE REQUIRE-
MENTS OF THE SPECIFICATIONS FOR THE SERVICES PROPOSED. BID COMPLETE-
NESS, CLARITY, ACCURACY, AND COMPLIANCE WITH CITY REQUIREMENTS SHALL
ALSO BE DETERMINING FACTORS OF AWARD.

DISCOUNTS:

DISCOUNTS OFFERED FOR PAYMENT WITHIN 14 DAYS OR LESS WILL NOT BE
CONSIDERED WHEN EVALUATING BIDS. THE BIDDER OFFERS AND AGREES TO
FURNISH THE ABOVE ARTICLES AND/OR SERVICES, AT THE PRICES AND TERMS
STATED SUBJECT TO THE INSTRUCTIONS AND CONDITIONS ON THE REVERSE
SIDE HEREOF. THIS OFFER SHALL BECOME A BINDING CONTRACT ON ACCEPTANCE
BY THE CITY PURCHASING AGENT.

UNIT PRICE INCREASES WILL NOT BE ALLOWED DURING ANY TWELVE (12) MONTH
CONTRACT PERIOD. DISCOUNTS ALLOWED, IF ANY, OFF MANUFACTURER'S
CATALOGS AND/OR PRICE LISTS SHALL NOT BE DECREASED BUT MAY BE
INCREASED FOR THE DURATION OF THE CONTRACT.

STATUS OF OWNERSHIP:

TO ASSIST THE PURCHASING DIVISION IN OBTAINING RECORDS OF THE CITY'S
OUTREACH TO MINORITY-OWNED OR WOMAN-OWNED BUSINESS ENTERPRISES
(MBE/WBE), BIDDER SHALL COMPLETE THE FOLLOWING (ANSWERS ARE OPTIONAL,
AND FAILURE TO ANSWER WILL NOT DISQUALIFY BID):

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COMPOSITION OF OWNERSHIP (MORE THAN 51%):

ETHNIC FACTORS OF OWNERSHIP:

BLACK () AMERICAN INDIAN ()
HISPANIC () OTHER NON-WHITE ()
ASIAN () CAUCASIAN ()

NON-ETHNIC FACTORS OF OWNERSHIP: MALE () FEMALE ()

HAS FIRM PREVIOUSLY BEEN CERTIFIED AS A SBE BY ANY OTHER AGENCY:

YES () NO ()

IS FIRM CERTIFIED AS DISADVANTAGED BUSINESS? YES () NO ()

IF YES, NAME OF CERTIFYING AGENCY:

SBE/VSBE/LSBE SUBCONTRACTORS (COMPLETE ONLY IF SUBCONTRACTORS WILL
BE USED: THE FOLLOWING SBE/VSBE/LSBE SUBCONTRACTORS ARE TO BE
UTILIZED TO PROVIDE EQUIPMENT, MATERIAL, SUPPLIES AND/OR SERVICES
FOR THIS BID REQUIREMENT:

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

COMMODITY/SERVICE PROVIDED: _____

CIRCLE APPROPRIATE DESIGNATION: SBE VSBE LSBE

DOLLAR VALUE (OR ESTIMATE) OF SUBCONTRACTOR PARTICIPATION: \$ _____

BID RECEIPT: PLEASE INDICATE BELOW HOW YOU OBTAINED INFORMATION ON
THIS BID (CHECK ALL THAT APPLY):

RECEIVED BID NOTICE IN MAIL.....
DOWNLOADED FROM THE INTERNET.....
WAS INFORMED BY DIVERSITY OUTREACH OFFICER...
OBTAINED INFO FROM PURCHASING HOTLINE.....
OBTAINED INFO FROM A CITY NETWORKING SESSION.....
OBTAINED BID FROM PURCHASING COUNTER.....
SAW ADVERTISEMENT.....
RECEIVED EMAIL FROM BIDS ONLINE.....
OTHER

ITLB10000100

DUE DATE: 09/09/10

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SUMMARY OF ADDRESSES ON ITB

SHIPPING ADDR CODE: TSOP

OPERATIONS SUPPORT BUREAU
TECHNOLOGY SERVICES DEPARTMENT
333 WEST OCEAN BLVD 12TH FLOOR
LONG BEACH CA 90802

SIGNATURE OF OWNER OR OFFICER: _____

PRINT NAME AND TITLE OF SIGNER: _____

DATE: _____ FEDERAL TAX ID OR SSN: _____

TELEPHONE: _____ FAX: _____

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INSTRUCTIONS AND CONDITIONS

The bidder shall comply with the following instructions and conditions:

1. BID PREPARATION AND INSTRUCTIONS

- a. All prices and notations must be typewritten or written in ink. Any change, alteration or correction in the bid must be initialed in ink by the person signing the bid.
- b. Bidder shall state brand name or make of each item if not bidding on item as described, and the manufacturer's name and catalog number. Bidder shall also attach specifications and furnish other data to establish the suitability of the substituted item.
- c. Bidder shall quote separately on each item and prices must be stated and the units specified.
- d. All bids must be signed by an officer of the corporation or, if not a corporation, by owner.
- e. Bidder shall quote the lowest price and best delivery date.
- f. Bidder shall make delivery to designated locations and City will not pay any extra charge for transportation, containers, packaging, etc.

2. SUBMISSION OF BIDS

- a. Each bid must be submitted in a separate sealed envelope with bid number and due date on outside to the office of the City Purchasing Agent by 2:00 p.m. on the date specified.
- b. Bidder will not be permitted to make changes, corrections or alterations in the bid after the bid is opened and may only withdraw the bid for legal cause.
- c. A failure to respond to requests for bids without reason may constitute cause to remove bidder's name for City's bid list.

3. AWARD

- a. Discounts offered for payment within 14 days or less will not be considered when evaluating bids.
- b. Unless the bidder specified in the bid that the bid is on an "all or none basis," the City shall have the right to accept any item or group of items of any bid.
- c. Bids may be accepted at any time within 90 days after the opening, unless otherwise stipulated.
- d. A Purchase Order mailed or otherwise furnished to the bidder is a binding contract without further action by either party.
- e. Bidder shall become familiar with all terms and conditions of the City prior to submitting a bid.

4. DELIVERY

Time of delivery is a part of the consideration and must be stated in definite terms. Time is of the essence.

5. TAXES

- a. The City is exempt from payment of Federal Excise Tax under certificate No. 95-730502K; number will be shown on all orders and an exemption certificate will be issued on request.
- b. Unless otherwise indicated by bidder, prices quoted shall be deemed to exclude Sales or Use Taxes.

6. BRAND NAMES

Where brand names and model numbers are used in Request for Quotation and articles are identified by a "Brand Name or Equal" description, such reference is not intended to be restrictive but is for the sole purpose of identifying and indicating to bidders a description of the articles required. Bids on substitute items will be considered, provided the bid clearly describes the substitute items and they are equal in quality, utility and performance.

7. RIGHT TO REJECT

City reserves the right to reject any and all bids, to waive any technicalities and informalities, and to accept or reject any or all bids.

8. SAMPLES

Samples of items, when requested or required for evaluation, must be furnished free of charge to the City. Samples not destroyed will, on request, be returned at the bidder's expense. If no request is received by the City from the bidder within 30 days after receipt of samples, the City will dispose of the samples.

9. STATE AND LOCAL CODES, LAWS, ETC.

- a. All Suppliers shall comply with all laws, rules, regulations, and ordinances relating to the goods and services provided by the Supplier, including but not limited to Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations.
- b. All electrical, radio and electronic equipment, materials, supplies and accessories must bear the seal of approval of the Underwriters Laboratories, Inc., or the Electrical Testing Laboratories of the City of Los Angeles. Where seals of approval are not visible, a signed statement of such approval shall be furnished to the City, if so requested by the City.
- c. Suppliers shall have valid City and State licenses.

10. SUPPLIER CONDITIONS AND RESPONSIBILITIES

- a. If Supplier fails to comply with the Purchase Order, the City may cancel the Purchase Order, procure the materials, equipment or supplies from other sources, or have the work performed by others, and Supplier shall pay to City the difference between the price specified in the Purchase Order and the actual cost to City. If any money is due to Supplier, City may deduct the loss sustained by City from the money due and pay balance, if any, to Supplier.
- b. Supplier shall pay cost of inspection of deliveries or offers for delivery which do not meet specifications.
- c. Supplier will not be held liable for failure or delay in fulfillment if hindered or prevented by a cause beyond Supplier's control. Bankruptcy or financial difficulties are not causes beyond Supplier's control.

11. PAYMENT

- a. Payment terms are Net/30 unless bidder quotes otherwise.
- b. Partial payment may be made upon receipt of invoice by City Accounting Division.
- c. Payments are made in due course of payments of City, after the first of each month, for actual quantities furnished during the previous month and accepted by City.

12. PUBLIC WORK

In the performance of public work under any Purchase Order the Supplier shall:

- a. Comply with the provisions of Standard Specifications for Public Works Construction, latest edition.
- b. Obtain a license from the Commercial Services Bureau, pursuant to Section 3.80.210 of the Long Beach Municipal Code, if required.
- c. Furnish a Labor and Material Bond for 100 percent of the amount of the Purchase Order when the Purchase Order is over \$25,000 or when required by City Purchasing Agent.
- d. Furnish a certificate showing Supplier has complied with the California Workers' Compensation laws.
- e. Furnish comprehensive general liability insurance, as required by the Purchase Order, before commencing work, and naming the CITY, ITS OFFICIALS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED.

13. NON-DISCRIMINATION

Supplier shall comply with federal, state and local laws and ordinances relating to non-discrimination.

14. CANCELLATIONS

Failure to comply with terms and conditions stated on reverse side hereof may be cause for cancellation of Purchase Order without notice.

15. SUBCONTRACTOR

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.

16. NEEDS AND REQUIREMENTS

City's purchases are based on its actual needs and requirements. Any quantities shown on the bid sheet are only estimates or are shown to allow bidding based on quantity discounts. By submitting a bid, bidder acknowledges and agrees that City is not committed to buying all or any of the quantities shown on the bid.