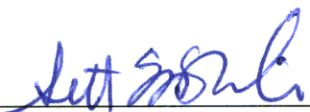


**STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES
STATEWIDE CONTRACT – SUPPLEMENT 1
CONTRACT NO. 1-23-70-04C
UBEO BUSINESS SERVICES**

CITY OF MERCED
A California Charter Municipal
Corporation

BY: 
D. Scott McBride,
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: 
Assistant/Deputy City Clerk



APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY:  4-17-24
City Attorney Date

964
ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: 
Verified by Finance Officer V-1683

Funds to be encumbered as
needed. Xc 7/22/24
Not to exceed \$450.00
FL 7/22/24



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY
****Supplement 1****

ISSUE AND EFFECTIVE DATE: ***3/06/2023***
CONTRACT NUMBER: 1-23-70-04C
DESCRIPTION: Plotters
CONTRACTOR: UBEO Business Services
CONTRACT TERM: 1/09/2023 through 1/08/2026
STATE CONTRACT ADMINISTRATOR: Erica Seghesio-Groves
(279) 946-8022
Erica.SeghesioGroves@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

IT General Provisions (rev 6/21/2022)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

Mailing Address:
UBEO Business Services
1580 Vineyard Road
Roseville, CA 95678

Fax:
(530) 767-6737
Email: state@ubeo.com

Contact Information:
Dave Perez
Phone: (916) 577-1665
Email: dperez@ubeo.com

Contractor Website: info.ubeo.com/state

OEM MSRP: <https://hp2b.hp.com/webapp/wcs/stores/servlet/en-US/hp2bfed/hplistprice>

Contract (Mandatory) 1-23-70-04C
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All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Date
<i>*1*</i>	<i>*Subject contract for Plotters is hereby modified to reflect the following changes: ➤ Updated Article 4, SB/DVBE Off-Ramp Provision.*</i>	<i>*3/06/2023*</i>
N/A	Original Contract Posted	1/09/2023

All other terms and conditions remain the same.

Contract (Mandatory) 1-23-70-04C
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1. SCOPE

The State's contract with UBEO Business Services (Contractor) provides Plotters at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-23-70-04C. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Plotters to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

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- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

The Plotter Statewide Contract 1-23-70-04C is **mandatory** for use by all State of California departments except when the “SB/DVBE Off-Ramp” provision is utilized. The SB/DVBE Off-Ramp provision allows a State department to, at its option, purchase contract items from a certified Small Business (SB), including a “microbusiness” (MB), or a Disabled Veteran Business Enterprise (DVBE) in accordance with the rules outlined within this document.

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The rules outlined herein are exclusive to the Plotter Statewide Contract 1-23-70-04C and do not affect any other contract. Departments may not use the SB/DVBE Off-ramp provision to buy outside of the mandatory statewide contract if the rules cannot be applied. In these situations, the purchase must be made through the mandatory statewide contract.

A. SB/DVBE Off-ramp Provision Usage Rules

In order to utilize the SB/DVBE Off-ramp provision, departments must comply with the following usage rules:

Requirement	Description / Procedure
Purchasing Authority	Departments must have approved Purchasing Authority Category for SB/DVBE Option per GC section 14838.5(a) granted by the DGS-PD in order to utilize the SB/DVBE Off-Ramp provision as identified within the statewide contract.
Transaction Limits	Transactions must be less than \$250,000 excluding sales and use tax, finance charges, postage, and handling charges.
Supplier Certifications	SB/DVBE Offramp purchases must be made to a supplier with a current California SB or DVBE certification. State departments can verify certifications at the following website: www.caleprocure.ca.gov
Price Quotations	<p>Departments must obtain price quotations from California-certified SB, MB, or DVBE supplier(s) as follows:</p> <ul style="list-style-type: none"> ➤ For purchases between <u>\$0 and under \$5,000</u>, departments must obtain at least one (1) phone quote or written quote from a Certified SB/DVBE. ➤ For purchases between <u>\$5,000 and under \$250,000</u>, departments must obtain at least two (2) price quotations. Refer to SCM Volume 2, Chap.1405.3. Quotes must be obtained from suppliers of the same certification type (SB or DVBE).

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Requirement	Description / Procedure
Evaluation	<p>State departments must document in the procurement file that the products being purchased are:</p> <ol style="list-style-type: none"> 1) <u>The same brand and model</u> as the products available from the statewide contract including product description, functional requirements, and manufacturer warranties as provided in the statewide contract; <u>and</u> 2) <u>*Within 5 percent*</u> of the pricing offered from the statewide contract for the equivalent products based on the total order value before taxes.
Identifying Off Ramp purchases	<p>Departments electing to exercise the Off Ramp provision by conducting a Fair and Reasonable or SB/DVBE Option purchase, must identify use of the Off Ramp provision as follows:</p> <p><u>FI\$CAL Purchase Orders</u></p> <p>Select the appropriate acquisition method (Fair and Reasonable or SB or DVBE Option – COMPETITIVE). Do not select a LPA Contract ID. In the PO Reference field, enter “OFF RAMP” and the LPA contract number the Fair and Reasonable or SB/DVBE Option is replacing.</p> <p><u>STD. 65 Purchasing Authority Purchase Orders</u></p> <p>On the STD. 65, enter “OFF RAMP” in the box titled “Leveraged Procurement Agreement No.” as shown in the example below.</p>

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION		CONTRACT REGISTRATION NUMBER		AGENCY ORDER NUMBER		AMENDMENT NO.	
PURCHASING AUTHORITY PURCHASE ORDER		CP1234567		12-HQ-0092			
STD. 65 (REV. 7/2003)		SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.		DATE		PAGE OF PAGE	
				01/10/2012		1 1	
S H I P T O		Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: Jane Doe (916) 375-1111		B I L L T O		Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: John Doe (916) 375-1111	
				AGENCY BILLING CODE		99999	
				PURCHASING AUTHORITY NUMBER		9G-0113-DGS-HQ1	
				LEVERAGED PROCUREMENT AGREEMENT NO.		OFF RAMP	

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B. Off Ramp Documentation

Requirement	Description / Procedure
Off Ramp Documentation	<p>The procurement file must be documented to support the contract award and the action taken including the following documents:</p> <ul style="list-style-type: none"> • Copy of Statewide Contract User Instructions in support of executing a SB/DVBE purchase outside of the mandatory contract. • Statewide contract pricing sheet, highlighting the equivalent products being purchased and used for evaluation. • SB or DVBE price quotes obtained. • SB or DVBE certification verification. <p>Refer to SCM Volume 2 for additional documentation requirements.</p>

5. EXEMPT PURCHASES

To purchase Plotters other than the contract Plotters requires an approved exemption from the State Contract Administrator. Please refer to Hardware Contract Exemption for information and the required justification forms regarding the exemption process.

These special exemption purchases must be documented within the individual procurement file and will be acquired under the department-approved IT purchasing authority guidelines stated in the SCM Volume 2.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

A. Core Items

Core contract items include standard device, warranty option, value added services, consumables, upgrade options and accessories, and additional software products.

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Consumables

- Purchase of Consumables is non-mandatory.
- Consumables may also be purchased using contract 1-19-75-60 – Toner/Ink Cartridges.
- Pricing for the Consumables is detailed in Attachment A, Contract Pricing.

B. Non-Core Items

Plotters not listed in in Attachment A, Contract Pricing are available as Non-Core contract items but must meet the following requirements:

- Must be offered in Contractor's catalog
- Must be by the same OEM as the Core Plotters
- Must meet or exceed the minimum requirements and be categorized in the same Core Plotter group as specified in Attachment B, Configuration Specification
- Must be offered at the same discounts offered in each Core Plotter group

Upgrade options and accessories, and additional software products for Non-Core Plotters are offered as a Core item if available in Attachment A, Contract Pricing, or will be offered as a Non-Core item at the same Core discounts offered for upgrade options and accessories and additional software products, respectively.

Value Added Services for Non-Core Plotters shall be offered at the Core contract prices listed in Attachment A, Contract Pricing in the corresponding category of the Non-Core machine being purchased.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B, Configuration Specification.

9. CUSTOMER SERVICE

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

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Contact	Phone	Email
Service and Supplies Unit	(866) 754-7677	servicewest@ubeo.com supplieswest@ubeo.com
Jennifer Fallon, VP of Wide Format UBEQ Business Services / West	(925) 965-9705	jfallon@ubeo.com

10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

An Electronic Catalog / Contract Website specific to the Statewide contract for Plotters is available and contains the following data elements at minimum:

- Detailed line item descriptions of Plotters, upgrade/downgrade options, consumables, accessories and value added services
- Warranty/PPM information
- State-specific contract current pricing
- SB/DVBE participation information
- Quote generation
- Contractor's customer service contact information

11. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)

The Contractor shall provide pre-sale pre-order technical consultation and configuration assistance to ordering departments in order to ensure acquired configurations are operationally designed for the ordering agency's technology needs. Ordering agencies will assure that the Contractor has been apprised on the technical needs of the systems and components acquired under the contract.

12. OFFER FORMAT

The Contractor shall provide an offer to ordering agencies in MS Excel spreadsheet format. The quote must include the following data elements:

- Contractor letterhead
- Offer/Quote "prepared by" name and contact information
- Offer/Quote number
- Date of Offer/Quote
- Date of the OEM's publicly available price index (MSRP/MSIP)
- Ordering agency name
- Ordering agency contact person
- Contract number

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- Table consisting of:
 - Contract Line Item Number
 - Quantity
 - Core/Non-Core (Y/N)
 - Description of Item
 - Manufacturer's Part Number/SKU
 - MSRP/Index Price
 - Contract Discount
 - Contract Unit Price
 - Extended Price (Quantity x Contract Price)
 - Subtotals of taxable and non-taxable items
 - Rate and calculated tax
 - Applicable fees
 - Grand total

13. PRODUCT SUBSTITUTIONS

Products and configurations meeting or exceeding the category requirements shall be available throughout the duration of the contract term. The contract provides for technology refresh as models are discontinued or cease production and must be approved by the State Contract Administrator. These changes will be made in the form of a contract supplement, and will not be effective until the supplement's release.

The Contractor shall not substitute products or configurations or modify catalog information without written approval from the State Contract Administrator.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extensions, including upon approved substitution.

If no substitute product is available that meets or exceeds the specifications due to fundamental technology or market change, the State may alter the common configurations to meet the updated marketplace standards. Obsolescence of a configuration may be determined at the discretion of the State.

Items with the same model number or SKU available elsewhere on the contract shall be made available to the State at the highest discount.

14. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer the ordering agency the promotional pricing or the discount percentage off list, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates

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- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contract refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

15. PRICE DECLINES

The Contractor shall immediately notify the State Contract Administrator of all manufacturer's price declines and ordering agencies shall receive full benefit of such declines.

16. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Contract Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FISCAL Purchase Documents

State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

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3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

17. MINIMUM ORDER

There is no minimum order. Warranty options, value-added services, consumables, upgrade options/accessories, and additional software products, may be purchased with a Plotter or following the purchase of a Plotter at any point during the life of the contract.

18. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: UBEO Business Services 1580 Vineyard Road Roseville, CA 95678	Facsimile: 530-767-6737	Email: state@ubeo.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

19. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items or items outside the scope of the contract
- Contain non-contract terms and conditions

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The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

20. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within one (1) working day of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Contractor's Order Number
- Ordering agency name
- Agency order number (purchase order number)
- Description of Goods
- Purchase order total cost
- Anticipated delivery date
- Identification of any Out of Stock/Discontinued Items

21. OUT OF STOCK REMEDY

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order
- Cancel the item from the order with no penalty

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

22. DISCONTINUED ITEM REMEDY

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 13, Product Substitutions)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

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23. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

B. Schedule

Delivery of ordered product shall be completed in full within thirty (30) calendar days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

The Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PT.

C. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

24. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

25. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

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26. PACKING SLIP

A packing slip will be included with each shipment, which will include at least the following information in no particular order:

- Agency order number (purchase order number)
- Ordering agency name
- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back ordered or out of stock items and availability date of unfilled and partial shipment
- Number of parcels
- Destination
- All information contained on the packing label

27. PACKING LABEL

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering agency name
- Delivery address, unit, and/or floor
- Department and floor
- Ordering agency contact name
- Ordering agency telephone number

28. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

29. VALUE ADDED SERVICES

The following Value-added services (VAS) are available at the prices indicated in Attachment A, Contract Pricing.

A. Asset Tagging

Includes any Warehouse Technician duties, if needed, at no additional cost. Affix customer-supplied asset tag; maintain Microsoft Excel formatted log of all tags issued, lost or destroyed, provide file to customer on demand, including but not limited to the following detailed information:

- Customer

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- Customer contact information
- Customer asset tag number
- Product description
- Customer location
- Customer purchase order number
- Product part number
- Product serial number
- Status of each tag

B. Installation

Physical installation includes coordination of installation with State representative, set in place, power-up, installation of latest firmware, software and updates and removal of trade-in equipment and dunnage, testing and diagnostics, and basic training.

Installation includes assembly and installation of all applicable accessories. The basic configuration must be completed and accepted by a State representative and must include all purchased parts both core and non-core and installed as a complete system.

Installation shall include electronic documentation, including configuration instructions, at no additional price.

- **Training**
Installation shall include basic training of Plotter features and functions and shall be performed at a time and date that is scheduled between the Contractor and ordering agency. Basic training includes training on toner replacement, jam removal, network connections, using device features, etc. Any additional required training beyond what is mentioned above may be charged as Advanced Training at the price indicated in Attachment A, Contract Pricing.
- **Certification of Facility Readiness**
If required, the State will modify its site facilities to meet the Contractor's specifications. Upon completion, the Contractor will be required to certify in writing that the modifications have been completed and satisfy the Contractor's requirements.
- **Certification of Equipment Readiness**
Any equipment must be installed (if required by purchase order) and certified ready for acceptance testing by the specified installation date identified in the ordering agency's purchase order. Such certification must be in writing and presented to the individual specified in the purchase order.

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C. Data Wiping

In accordance with DoD5220.22-M established guidelines or National Industrial Security Program NIST 800-88 Clear and Purge.

D. Take Back/Disposal of Equipment

The Contractor will work with the OEM and customers to ensure that take back equipment is reused, reconditioned, or recycled.

The following steps will be taken by ordering agencies to get started:

- Identify the equipment to be picked up
- Refer to Article 52, Take Back, to comply with DGS Surplus Property and Reutilization Program.
- Contact Contractor to arrange for pickup
- Sign Release of Liability form or list the model and serial number as a pick up line item on Purchase Order when ordering replacement machine under contract.
- The customer may remove and retain data storage media (including but not limited to any hard disk drive(s) in the Printer/MFD) prior to Take Back / Trade-In or replacement.

The Contractor will be responsible for facilitating the pick-up and return of this equipment to a Contractor/OEM facility. Upon return to an OEM facility, the equipment will either be refurbished or torn down and the refurbished product or parts will be remarketed through an alternate market per secure DOD standards. If the products or parts are not remarketable the equipment will be recycled.

Contact Dave Perez at dperez@ubeo.com (916) 577-1665 for more information.

30. TRADE-IN PROGRAM

There is no Trade-In Program offered under this contract.

31. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the General Provisions, paragraph 16 titled Inspection, Acceptance and Rejection (General Provisions - Information Technology, Rev. 06/21/2022).

Contract (Mandatory) 1-23-70-04C
Contract User Instructions, **Supplement 1**

32. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Contractor's Name
Contact Name:	Erica Seghesio-Groves	Dave Perez
Telephone:	(279) 946-8022	(916) 577-1665
Facsimile:	NA	(530) 767-6737
Email:	Erica.SeghesioGroves@dgs.ca.gov	dperez@ubeo.com
Address:	DGS/Procurement Division Attn: Erica Seghesio-Groves 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	UBEO Business Services Attn: Dave Perez 1580 Vineyard Road Roseville, CA 95678

33. RETURN POLICY

The Contractor will accept all products for return if returned prior to acceptance by the State in accordance with Article 31, Inspection and Acceptance. The Contractor shall offer a credit or refund in accordance with Article 34, Credit Policy. The Contractor may impose a Restocking Fee in accordance with Article 35, Restocking Fees.

Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the restocking fees, in accordance with Article 35, Restocking Fees, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering agency a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile, or e-mail. Shipping or freight costs for returned items that were shipped in error, defective or freight-damaged shall be paid by the Contractor.

34. CREDIT POLICY

The Contractor shall offer a credit/refund for the following items:

- Items shipped in error
- Defective or freight-damaged items
- Unopened product (within 15 days of delivery)

Contract (Mandatory) 1-23-70-04C
Contract User Instructions, *Supplement 1*

All other items returned in accordance with Article 33, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Article 35, Restocking Fees. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. The Contractor cannot require the ordering agency to deal directly with the manufacturer.

35. RESTOCKING FEES

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Defective items
- Unopened product (within 15 days of delivery)

Re-stocking fees for all other reasons shall be 10 percent of the value of the items to be re-stocked.

The packaging and documentation provisions in accordance with Article 33, Return Policy, shall apply to re-stocked items.

36. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Totals for each order

Contract (Mandatory) 1-23-70-04C
Contract User Instructions, ***Supplement 1***

37. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order (Std. 65) in accordance with Article 16, Purchase Execution and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

Contract (Mandatory) 1-23-70-04C
Contract User Instructions, **Supplement 1**

38. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 36, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state "paid by CAL-Card".

This website contains additional information regarding DGS-PD's CAL-Card program.

39. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
UBEO Business Services	029049188

40. ACCESSIBILITY COMPLIANCE/ VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)

Contract products are compliant with requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant for this procurement.

41. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees for a period of three (3) years from the date of acceptance on all products offered as part of this contract. The Contractor shall bear all material and labor costs for repair of equipment defects and failure. The Contractor shall be the main point of contact for all warranty issues and shall facilitate any necessary contact between the ordering agency and the manufacturer.

During the warranty period, the Contractor must:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

Contract (Mandatory) 1-23-70-04C
Contract User Instructions, *Supplement 1*

The warranty services listed shall include all products, software and firmware maintenance costs and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute products as necessary. If it is necessary to remove any products from an ordering agency's location where on-site warranty is specified, the Contractor will provide substitute products at the time of removal.

Substitute products will be comparable to or better than the products removed. In instances where it is necessary for the Contractor to return the products to the factory, the Contractor will be responsible for all costs of the products from the time it leaves the ordering agency's site until it is returned to the site in good operating condition.

Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the Contractor except in instances where the ordering agency chooses to keep the hard drives. Replacement parts installed will become the property of the ordering agency.

All operating system software and firmware will be considered an integral component of the equipment and the Contractor will respond to all requests for warranty service for any failure.

Warranty services during the warranty period will not include electrical work external to the products, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this contract. Warranty services also will not include repair of damage resulting from transportation by the ordering agency between State or local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of the Contractor or its agents.

42. QUALITY ASSURANCE GUARANTEES

The Contractor shall represent and warrant that Printers and MFD's provided shall be free from defects in material and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices, or other sources. The Contractor must use new products, parts, and components for all new equipment purchased by the State. The Contractor may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate the manufacturer's warranty.

43. EQUIPMENT REPLACEMENT DURING WARRANTY

If the product provided fails to perform in accordance with configuration specifications and functional descriptions contained or referenced in the contract agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, the Contractor will upon the ordering agency's request, replace the product at no price. The replacement product(s) will be delivered no later than fifteen (15) working days after the ordering agency's request is received by the Contractor. Replacement goods cannot be used, refurbished or recycled, and must be of equal or greater value.

Contract (Mandatory) 1-23-70-04C
Contract User Instructions, ***Supplement 1***

44. PRINCIPAL PERIOD OF MAINTENANCE

The Contractor must provide warranty in accordance with the following Principal Period of Maintenance (PPM) times after notification from an ordering agency of a problem with any of the goods included in this contract.

- Metropolitan Areas shall be 8x5x8 Next Business Day (NBD) onsite – Eight (8) hours, typically 8:00 am to 5:00 pm, Pacific Time, five (5) days a week, Monday through Friday, eight (8) hour NBD onsite response time in metropolitan areas, excluding State holidays.
- Non-Metropolitan Areas shall be 8x5x2 (two (2) hour call back response time, excluding State holidays.) Remediation shall be underway within forty-eight (48) hours.

Metropolitan Areas:

Counties

San Diego, Orange, Riverside, Los Angeles, San Francisco, Alameda, Sacramento, Santa Clara, San Bernardino, Yolo, Solano, Contra Costa and San Mateo.

Cities

Redding, Stockton, Bakersfield, Ventura, Tracy, San Quentin, Santa Rosa, Santa Barbara, Frontera and Fresno.

45. OFF-HOUR SERVICES

Contractor shall provide corrective services during “off” hours (non-PPM hours) at the hourly rate listed in Attachment A, Contract Pricing.

46. SERVICE LOG

A service log will be maintained for each machine. The service technician will fill in any “cause of breakdown” with concurrence from the user. Should the cause of a service call be determined to be operator error, misuse, or abuse by the user, the repair time and associated travel time shall not be a factor in determining satisfactory machine performance subject to Article 43, Equipment Replacement During Warranty. An electronic service log may be acceptable.

47. LOANER EQUIPMENT

If a Plotter takes more than two (2) business days to become fully operational, the Contractor will provide a loaner/replacement device that meets or exceeds the specification of the replaced product per Attachment B, Configuration Specifications. All loaner/replacement equipment shall be provided at no cost to the State or local agency.

48. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form for the Contractor is attached (Attachment D).

Contract (Mandatory) 1-23-70-04C
Contract User Instructions, **Supplement 1**

49. SB/DVBE PARTICIPATION

The Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and for the Contractor and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website: www.caleprocure.ca.gov

Name	Prime or Subcontractor	OSDS Certification #	Certification Type	Work to be Performed
Choice Technical Services, Inc.	Subcontractor	22893	MB/DVBE	Asset Tagging, Delivery, Installation, Data Wiping, Warranty Services, Take Back, Advanced Training

State departments must identify subcontractors on individual purchase documents whenever subcontractors are used.

The Contractor has committed to DVBE participation at total statewide contract levels of 5 percent respectively.

Individual orders may have no applicable participation or may have participation greater than that of the total contract commitment. Ordering agencies must verify the participation amount with the Contractor. The exact participation percentage levels for each purchase order will be determined on an order-by-order basis in cooperation with the Contractor prior to submittal of a Purchasing Authority Purchase Order (STD 65).

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications and CUF during the solicitation evaluation process. As a result, when executing purchase documents pursuant to this contract it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The department should make a notation of this within their procurement file.

Any irregularities or concerns regarding prime or SB/DVBE sub-contractor responsibilities are to be immediately documented and reported to the State Contract Administrator for further investigation. Information provided to the State Contract Administrator includes, but is not limited to:

- Copy of executed purchase document
- Value-added service description
- Work performance issue or concern
- State department contact name, email, and phone number

Contract (Mandatory) 1-23-70-04C
Contract User Instructions, **Supplement 1**

State departments may request from the Contractor a monthly report providing the SB/DVBE participation levels on purchase orders.

50. CERTIFICATION OF PAYMENTS TO DVBE SUBCONTRACTORS

In accordance with the State Contracting Manual, Volume 2, Section 1203.1, DGS-PD has prescribed an alternative mechanism for enforcing the DVBE subcontractor payment certification requirement on this Statewide Contract. State departments shall not collect a certified Prime Contractor's Certification – DVBE Subcontracting Report (STD. 817) from the Contractor. During the contract term, and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify that all participation commitments and payments under the contract have been made to the DVBE.

**51. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)/
CERTIFICATIONS**

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications, (i.e. Darfur, Russian Sanctions, SB/DVBE, etc.), Bidder Declaration, and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of State required certifications, a Bidder Declaration document, or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

Exception: It is the responsibility of ordering departments to confirm CUF when value-added services are acquired by an ordering department and performed by certified SB/DVBE subcontractors consistent with commitments identified in the table above.

52. TAKE BACK

Before any Take Back can occur, State departments must obtain approval for discarding their IT equipment from the DGS Surplus Property and Reutilization Program. In accordance with the State Administrative Manual (SAM), Chapter 5900, Information Technology-Disposal of IT Equipment, each State department must explore the reutilization of surplus IT equipment prior to requesting approval for recycling or attempting to use the equipment as a credit toward the purchase of new equipment.

This contract offers a Take Back service for Plotter equipment, including other OEM equipment. This Take Back service is for non-working equipment. It is not mandatory that the ordering agency use the Take Back service offered. The equipment returned as part of the Take Back service shall be environmentally responsibly managed. To the greatest extent feasible, the equipment is to be refurbished for resale or recycled.

Contract (Mandatory) 1-23-70-04C
Contract User Instructions, ***Supplement 1***

53. ELECTRONIC WASTE RECYCLING

The Contractor will comply with the Electronic Waste Recycling Act of 2003 requiring retailers to collect a recycling fee from consumers on covered electronic devices, starting January 1, 2005. California Public Resources Code Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. The fees must be shown on all purchase orders. See the code identified above for more information and exceptions to this definition or go to [CDTFA Tax Rates - Special Taxes and Fees](#) for a breakdown of the fees.

54. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Configuration Specification
Attachment C – Product Data Sheets
Attachment D – Postconsumer Content Certification Workbook

Contract 1-23-70-04C Wide-Format Printers/MFD (Plotters)
Part A - Contract Pricing, 1/09/2023

UBEO Business Services

Group 1 - 36" Plotter

Item	Contact Line Item # (CLIN)	UNSPSC Code	Commodity Description	Manufacturer (OEM)	Manufacturer Model	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity in Unit of Measure	List Price	Contract Discount	Contract
Printer	1-01	43212107	36" Plotter	HP, Inc	T1600	3EK10A	HP DesignJet T1600 36" Plotter. Includes three (3) year NBD onsite warranty.	Each	1	\$7,042.00	60%	\$2,000.00
Option	1-02	44101700	Warranty Option	HP, Inc	HP 1y NBD	5589425	One (1) year NBD onsite warranty. Extended warranty begins after three (3) year warranty that is included with the core device. Can only be purchased in one (1) year increments.	Each	1	\$559.00	34%	\$375.00
ables	1-03	44103105	Cyan Ink Cartridge	HP, Inc	P2V62A	P2V62A	HP 730 130-ml Cyan Ink Cartridge	Each	1	\$101.56	23%	\$78.00
ables	1-04	44103105	Magenta Ink Cartridge	HP, Inc	P2V63A	P2V63A	HP 730 130-ml Magenta Ink Cartridge	Each	1	\$101.56	23%	\$78.00
ables	1-05	44103105	Yellow Ink Cartridge	HP, Inc	P2V64A	P2V64A	HP 730 130-ml Yellow Ink Cartridge	Each	1	\$101.56	23%	\$78.00
ables	1-06	44103105	Matte Black Ink Cartridge	HP, Inc	P2V65A	P2V65A	HP 730 130-ml Matte Black Ink Cartridge	Each	1	\$101.56	23%	\$78.00
ables	1-07	44103105	Gray Ink Cartridge	HP, Inc	P2V66A	P2V66A	HP 730 130-ml Gray Ink Cartridge	Each	1	\$101.56	23%	\$78.00
ables	1-08	44103105	Photo Black Ink Cartridge	HP, Inc	P2V67A	P2V67A	HP 730 130-ml Photo Black Ink Cartridge	Each	1	\$101.56	23%	\$78.00
ables	1-09	44103105	Cyan Ink Cartridge	HP, Inc	P2V68A	P2V68A	HP 730 300-ml Cyan Ink Cartridge	Each	1	\$195.47	23%	\$150.00
ables	1-10	44103105	Magenta Ink Cartridge	HP, Inc	P2V69A	P2V69A	HP 730 300-ml Magenta Ink Cartridge	Each	1	\$195.47	23%	\$150.00
ables	1-11	44103105	Yellow Ink Cartridge	HP, Inc	P2V70A	P2V70A	HP 730 300-ml Yellow Ink Cartridge	Each	1	\$195.47	23%	\$150.00
ables	1-12	44103105	Matte Black Ink Cartridge	HP, Inc	P2V71A	P2V71A	HP 730 300-ml Matte Black Ink Cartridge	Each	1	\$195.47	23%	\$150.00
ables	1-13	44103105	Gray Ink Cartridge	HP, Inc	P2V72A	P2V72A	HP 730 300-ml Gray Ink Cartridge	Each	1	\$195.47	23%	\$150.00
ables	1-14	44103105	Photo Black Ink Cartridge	HP, Inc	P2V73A	P2V73A	HP 730 300-ml Photo Black Ink Cartridge	Each	1	\$195.47	23%	\$150.00
ables	1-15	44103100	Printhead	HP, Inc	B3P06A	B3P06A	HP 727 / 732 DesignJet Printhead	Each	1	\$411.44	23%	\$317.00
ptions series	1-16	44101700	Spindle	HP, Inc	L4R66A	L4R66A	HP DesignJet 36" Spindle	Each	1	\$85.00	0%	\$85.00
ptions series	1-17	44101700	Spindle Core Adapter Kit	HP, Inc	CN538A	CN538A	HP DesignJet 3" Spindle Core Adapter Kit	Each	1	\$12.00	41%	\$7.08

Item	Contact Line Item # (CLIN)	UNSPSC Code	Commodity Description	Manufacturer (OEM)	Manufacturer Model	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity in Unit of Measure	List Price	Contract Discount	Contract
ptions series	1-18	44101700	PDF Upgrade Kit	HP, Inc	7HC76A	7HC76A	HP Designjet PDF Upgrade Kit	Each	1	\$1,700.00	0%	\$1,
ptions series	1-19	44101700	Power Protection	Innovolt	KP120/15STD	KP120/15STD	Power Protection P2500-15-120	Each	1	\$990.00	0%	\$9
ided as	1-20	N/A	Installation	UBEO Business Services	N/A	N/A	Installation	Each	1	N/A	N/A	\$E
ided as	1-21	N/A	Data Wiping	UBEO Business Services	N/A	N/A	Data Wiping in accordance with DoD5220.22-M or NIST 800-88	Each	1	N/A	N/A	\$
ided as	1-22	N/A	Take-Back	UBEO Business Services	N/A	N/A	Take-Back/Disposition & Disposal Services	Each	1	N/A	N/A	\$
ided as	1-23	N/A	Off-Hour Service	UBEO Business Services	N/A	N/A	Off-Hour Service	Hour	1	N/A	N/A	\$
ided as	1-24	N/A	Advanced Training	UBEO Business Services	N/A	N/A	Advanced Training	Each	1	N/A	N/A	\$.
ided as	1-25	N/A	Stairs Delivery	UBEO Business Services	N/A	N/A	Stairs Delivery	Each	1	N/A	N/A	\$



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 24-428

Meeting Date: 7/1/2024

Report Prepared by: Jeff Bennyhoff, Director of Information Technology

SUBJECT: Approval to Waive the Competitive Bid Process to Allow for the Cooperative Purchase with Competitively Bid Contracts; State of California Cooperative Agreement 1-22-70-31B, 1-23-70-04C, 1-21-70-04A, 1-22-70-31C, 1-21-70-08B, 1-22-70-31A, 1-19-70-19B-2, and 1-21-70-19C-1 Awarded to Vendors Dell Inc, Ubeo, NWN, Granite Data Solutions, Presidio Networked Solution Group LLC, and PC Specialist, inc DBA Technology Integration Group in a not to Exceed Amount of \$400,000 in Fiscal Year 2024/2025

REPORT IN BRIEF

Considers approving to waive the competitive bid process to allow for the Cooperative Purchase with Competitively Bid Contracts; State of California Cooperative Agreement 1-22-70-31B, 1-23-70-04C, 1-21-70-04A, 1-22-70-31C, 1-21-70-08B, 1-22-70-31A, 1-19-70-19B-2, and 1-21-70-19C-1 awarded to vendors Dell Inc, Ubeo, NWN, Granite Data Solutions, Presidio Networked Solution Group LLC, and PC Specialist, inc DBA Technology Integration Group in a not to Exceed Amount of \$400,000 in Fiscal Year 2024/2025.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving to waive the competitive bidding requirements as stated in Section 3.04.210 of the Merced Municipal Code due to cooperative purchasing; and,
- B. Approving the use of State of California Cooperative Agreement 1-22-70-31B (PC Goods - Dell Products Chromebooks and Monitors); and,
- C. Approving the use of State of California Cooperative Agreement 1-23-70-04C (Plotters); and,
- D. Approving the use of State of California Cooperative Agreement 1-21-70-04A (Printers and Multifunction Devices); and,
- E. Approving the use of State of California Cooperative Agreement 1-22-70-31C (PC Goods - Dell Laptops); and,
- F. Approving the use of State of California Cooperative Agreement 1-21-70-08B (Tablets 2-in-1 devices Dell); and,
- G. Approving the use of State of California Cooperative Agreement 1-22-70-31A (PC Goods - Dell

Products Desktops, Thin Desktops, Thin Laptops, Rugged Laptops); and,

H. Approving the use of State of California Cooperative Agreement 1-19-70-19B-2 (Data Center Equipment - Cisco); and,

I. Approving the use of State of California Cooperative Agreement 1-21-70-19C-1 (Data Center Equipment - Commvault); and,

J. Authorizing the City Manager or Deputy City Manager to execute the necessary documents; and,

K. Authorizing the Finance Officer to make necessary budget adjustments; and,

L. Authorizing the City Manager or Deputy City Manager to execute the necessary documents for future contract amendments in motion B through I; and,

M. Authorizing the purchase of up to \$400,000 for goods between vendors Dell Inc, Ubeo, NWN, Granite Data Solutions, Presidio Networked Solution Group LLC, and PC Specialist, inc DBA Technology Integration Group.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to conditions as specified by the City Council; or,
3. Deny the request; or,
4. Refer back to staff for reconsideration of specific items as requested by the Council.

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the FY 24/25 Adopted Budget.

DISCUSSION

The City purchases a variety of technology goods utilizing the State of California Department of General Service Competitively bid contracts. These contracts encompass a broad array of technology items and software available from several vendors. For any given purchase, the City may use several contracts simultaneously to achieve optimal pricing for each order.

These contracts have been publicly bid by the state of California, allowing the City flexibility in its purchasing decisions; there is no requirement to buy exclusively through the contracts. City staff will continue to seek price quotes from multiple vendors. Should one of these contracts offer the lowest price, purchases will be made using contract. However, if another vendor presents a lower quote, the City will opt to buy from that vendor. These arrangements ensure that the City secures the lowest possible rates through via competitive bid contracts.

Without such agreements, the City would quickly surpass its authorized spending limit within the first

30 days of the fiscal year, preventing further procurement of goods. Given that these contracts encompass millions of items, using them is the most efficient and cost-effective method to guarantee continued access to necessary goods at the lowest cost points. The Information Technology Department is requesting that the Council waive the competitive bidding requirements, as outlined in municipal code section 3.04.210, which exempts competitive bidding for cooperative purchases.

IMPACT ON CITY RESOURCES

Last fiscal year Council approved \$520,000 of spending authority with these contracts. These purchases accounted for spending across all City departments. As the City had onetime expenses that will not be required in Fiscal Year 24/25 staff is seeking authority in the amount not to exceed \$400,000. For any expenditure above this threshold, staff will come back to Council for additional expenditure authority. This authorization does not encumber or expend any funds, it only grants the authority to expend funds if the City needs to purchase goods. If the City expends below this threshold amount, no funds will be lost.

ATTACHMENTS

1. State of California Cooperative Agreement 1-22-70-31B PC Goods - Dell Products Chromebooks and Monitors
2. State of California Cooperative Agreement 1-23-70-04C Plotters;
3. State of California Cooperative Agreement 1-21-70-04A Printers and Multifunction Devices
4. State of California Cooperative Agreement 1-22-70-31C PC Goods - Dell Laptops
5. State of California Cooperative Agreement 1-21-70-08B Tablets 2-in-1 devices Dell
6. State of California Cooperative Agreement 1-22-70-31A PC Goods - Dell Products Desktops, Thin Desktops, Thin Laptops, Rugged Laptops
7. State of California Cooperative Agreement 1-19-70-19B-2 Data Center Equipment - Cisco
8. State of California Cooperative Agreement 1-21-70-19C-1 Data Center Equipment - Commvault