



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Participation in Sacramento County Contract for Purchase of Computer Supplies

MEETING DATE: March 3, 1993

PREPARED BY: Finance Director

RECOMMENDED ACTION: That the City Council adopt the attached resolution authorizing the City of Lodi to purchase computer supplies under the terms of the contract between the County of Sacramento and its computer supplies contractor, Kalleen's Computer Products of San Rafael.

BACKGROUND INFORMATION: The supply contract between Sacramento County and Kalleen's Computer Products is the result of competitive bidding conducted by the County in June, 1992. The initial contract period is scheduled to expire on July 19, 1993, but may be extended for two additional twelve-month periods at the County's option.

The contract provides discount pricing on frequently used supplies such as printer ribbons, inkjet and laserjet cartridges, tape backup cartridges, and diskettes. It also provides discount pricing on component hardware such as surge suppressors, cables and connectors, and anti-glare screens, as well as computer furniture.

Under Lodi City Code Section 3.20.040 the City Council may authorize participation in other agency purchase contracts, provided the contract was bid in accordance with the purchasing procedures established by Code Chapter 3.20.

While participation in this contract will not result in significant additional savings to the City of Lodi (since the City currently obtains near-contract pricing from Kalleen's on individual bids), participation is expected to result in the saving of administrative time otherwise required to bid all routine computer supplies purchases over \$100 (Lodi City Code Sections 3.20.070 and 3.20.110).

FUNDING: None required.


Dixon Flynn, Finance Director

Prepared by Joel Harris, Purchasing Officer

APPROVED



THOMAS A. PETERSON
City Manager



recycled paper

NOTICE OF CONTRACT AWARD

Date JULY 10, 1992

COUNTY OF SACRAMENTO
PURCHASING DIVISION, DEPARTMENT OF GENERAL SERVICES
3284 RAMOS CIRCLE - SACRAMENTO, CA 95827 - (916) 366-4520

You are hereby notified that the commodities and/or services listed have been awarded to you subject to the terms and conditions of the bid or quote number shown and to the General Conditions of this Notice of Contract Award:

V
E
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D
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4464A
KALLEEN'S COMPUTER PRODUCTS
1925 FRANCISCO BLVD.
SAN RAFAEL CA 94912

PV 0722680

\$10,000 (A)

Contract Number

7440-0201

Commodity Class

COMPUTER SUPPLIES

Period of Contract

FROM
07/20/92

TO
07/19/93

ITEM	QUANTITY	UNIT	DESCRIPTION	BRAND & NO.	UNIT PRICE	EXTENSION
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THIS IS TO ESTABLISH A CONTRACT TO MEET THE COUNTY OF SACRAMENTO'S REQUIREMENTS FOR COMPUTER SUPPLIES.

THE INITIAL PERIOD OF CONTRACT SHALL BE JULY 20, 1992 THROUGH JULY 19, 1993. IN ORDER TO TAKE ADVANTAGE OF POTENTIAL ECONOMIES RESULTING FROM PRICE STABILIZATION AND REDUCED ADMINISTRATIVE COSTS, THE COUNTY RESERVES THE RIGHT TO EXTEND THIS CONTRACT TWO ADDITIONAL TWELVE MONTH PERIODS. SUCH EXTENSION WILL BE AT THE COUNTY'S OPTION UNDER THE SAME PRICES, TERMS, AND CONDITIONS, AND WILL BE SUBJECT TO AGREEMENT BETWEEN THE VENDOR AND THE COUNTY.

GENERAL REQUIREMENTS

PRICES

PRICES SHALL BE FIRM FOR THE CONTRACT PERIOD, AND SHALL INCLUDE DELIVERY AND PICKUP TO ALL COUNTY OF SACRAMENTO OFFICE LOCATIONS. THE ONLY EXCEPTION IS THAT FREIGHT SHALL BE ALLOWED FOR FURNITURE AND PLOTTER PAPER.

- CONTINUED ON FOLLOWING PAGES -

Purchasing Division (916) 366-4528 LINDA Z. SIEGEL	<i>Linda Siegel</i>	TERMS OF SALE NET 30																					
By:		F.O.B. POINT DESTINATION																					
Distribution: 9999 ALL COUNTY DEPARTMENTS		DELIVERY 3 DAYS A.R.O.																					
	<table border="1"> <thead> <tr> <th>Vendor</th> <th>INIT.</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>DUPLICATED</td> <td>DL</td> <td>7/10/92</td> </tr> <tr> <td>COPY TO COUNTY DEPTS.</td> <td>DL</td> <td>"</td> </tr> <tr> <td>COPY TO SUPERVISOR</td> <td>DL</td> <td>"</td> </tr> <tr> <td>COPY TO BUYER</td> <td>DL</td> <td>"</td> </tr> <tr> <td>ENTERED IN DIRECTORY</td> <td>DL</td> <td>7/10</td> </tr> <tr> <td>COPY TO</td> <td>DL</td> <td>7/22</td> </tr> </tbody> </table>	Vendor	INIT.	DATE	DUPLICATED	DL	7/10/92	COPY TO COUNTY DEPTS.	DL	"	COPY TO SUPERVISOR	DL	"	COPY TO BUYER	DL	"	ENTERED IN DIRECTORY	DL	7/10	COPY TO	DL	7/22	BID/QUOTE NO. BID No. 3100
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COPY TO	DL	7/22																					
		VENDOR'S REPRESENTATIVE KATIE GALLAGHER 800-262-1010 FAX LINE 800-392-1010																					

pics 11/18/92 -jk

DELIVERY DELIVERY SHALL TAKE PLACE WITHIN 72 HOURS AFTER ORDER HAS BEEN PLACED BY THE COUNTY DEPARTMENT.

PERFORMANCE THE CONTINUATION OF ANY CONTRACT ISSUED BY THE COUNTY DEPENDS UPON THE VENDOR'S ABILITY TO PROVIDE SATISFACTORY MERCHANDISE AND SERVICE AS DETERMINED BY THE COUNTY.

TERMINATION THE COUNTY RESERVES THE RIGHT TO CANCEL ANY CONTRACT ISSUED UPON A THIRTY (30) DAY WRITTEN NOTICE.

ASSIGNMENT PROHIBITED NO PARTY TO THIS AGREEMENT MAY ASSIGN ANY RIGHT OR OBLIGATION PURSUANT TO THIS AGREEMENT. ANY ATTEMPTED OR PURPORTED ASSIGNMENT OF ANY RIGHT OR OBLIGATION PURSUANT TO THIS AGREEMENT SHALL BE VOID AND OF NO EFFECT.

REPORTS VENDOR WILL BE REQUIRED TO PROVIDE THE COUNTY PURCHASING DIVISION A MONTHLY SUMMARY OF ORDERS, BROKEN DOWN BY ITEM.

EVERY SIX MONTHS THE VENDOR WILL PROVIDE A REPORT OF THE ITEMS ORDERED DURING THE PAST SIX MONTHS, BROKEN DOWN BY DEPARTMENT.

MSDS IT IS REQUIRED BY LAW THAT ALL HAZARDOUS MATERIALS BE ACCOMPANIED WITH A "MATERIAL SAFETY DATA SHEET" (MSDS) AT THE TIME OF DELIVERY. THE MATERIAL SAFETY DATA SHEETS MUST BE DELIVERED AT LEAST ONCE PER DELIVERY LOCATION, AND PER TYPE OF PRODUCT DELIVERED. SUBSEQUENT CONTRACT ACTIVITY AT THE SAME LOCATION DOES NOT REQUIRE ADDITIONAL MSDS.

CATALOG THE VENDOR MUST PUBLISH A CATALOG LISTING THE PRODUCTS OFFERED AND A LISTED PRICE, FROM WHICH THE COUNTY DEPARTMENTS CAN DETERMINE THEIR "DISCOUNTED" PRICE. EACH DIVISION WITHIN ALL COUNTY DEPARTMENTS SHALL RECEIVE A COPY OF THIS CATALOG. THE ITEMS LISTED ON PAGE 9 OF THIS CONTRACT ARE SPECIFICALLY EXCLUDED FROM THIS CONTRACT, AND MAY NOT BE ORDERED REGARDLESS OF WHETHER THEY APPEAR IN THE VENDOR'S CATALOG OR VENDOR CAN SUPPLY THEM.

VENDOR CONTACT

VENDOR SHALL PROVIDE A TOLL FREE PHONE NUMBER; FOR ORDERING, QUESTIONS, AND PROBLEM RESOLUTION. IF VENDOR IS UNAVAILABLE TO IMMEDIATELY RESPOND TO THE CALLER, HE SHALL RETURN THE CALL WITHIN 4 HOURS.

VENDOR REPRESENTATIVES

VENDOR HAS ASSIGNED A DESIGNATED SALES TEAM TO ADMINISTER THIS CONTRACT AND ACCOUNT. THE REPRESENTATIVES ARE KATIE GALLAGHER AND CHRIS PUEHSE. THEY ARE AVAILABLE TO VISIT AND CONSULT WITH COUNTY DEPARTMENTS ON AN AS-REQUESTED BASIS TO ASSIST IN PROVIDING SOLUTIONS TO COMPUTER SUPPLIES NEEDS.

OTHER LOCAL AGENCIES

ALL THE TERMS, CONDITIONS, AND PRICE AGREEMENTS WHICH COMPRISE THE COUNTY'S REQUEST FOR BID #3100, THE VENDOR'S BID RESPONSE, AND THIS CONTRACT SHALL BE EXTENDED TO ALL LOCAL GOVERNMENT AGENCIES AND ORGANIZATIONS.

MODIFICATIONS

COUNTY MAY ORDER CHANGES IN THE PRODUCTS OR SERVICES HEREIN REQUIRED AND MAY ORDER EXTRA PRODUCTS AND EXTRA SERVICES IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT AND THE VENDOR MAY COMPLY WITH SUCH ORDERS, EXCEPT THAT:

- A) IF CHANGES IN REQUIREMENTS, REPORTS OR SERVICES ARE OF SUCH A NATURE AS TO INCREASE OR DECREASE THE COST OF ANY PART OF THE WORK, THE PRICE FIXED IN THE CONTRACT WILL BE INCREASED OR DECREASED BY SUCH AMOUNT AS THE VENDOR AND THE COUNTY PURCHASING AGENT MAY AGREE UPON AS THE REASONABLE AND PROPER ALLOWANCE FOR THE INCREASE OR DECREASE IN THE COST OF WORK, AND HAS BEEN AGREED UPON IN WRITING.

- B) NO ORAL STATEMENT OF ANY PERSON WHOMSOEVER SHALL IN ANY MANNER OR DEGREE MODIFY OR OTHERWISE AFFECT THE TERMS OF THIS CONTRACT.

PRICING

PRICES FOR CONTRACT ITEMS ARE TO BE FIRM FOR THE FIRST YEAR OF THE CONTRACT. IN THE EVENT THAT THE CONTRACT IS EXTENDED BEYOND ONE YEAR, THE PRICES MAY BE ADJUSTED ACCORDING TO CHANGES IN THE MANUFACTURER'S PRICES. CHANGES MUST BE SUBSTANTIATED BY DATED PUBLISHED NOTICE, AND WILL BE

EFFECTIVE ON 30 CALENDAR DAYS AFTER RECEIPT OF NOTICE OR PUBLISHED EFFECTIVE DATE, WHICHEVER IS LATER. THE MINIMUM DISCOUNT STRUCTURE SHALL NOT BE CHANGED.

SHELF LIFE

PRODUCTS HAVING AN EXPIRATION DATE SHALL BE DELIVERED WITH MAXIMUM UNEXPIRED TIME REMAINING. UNLESS OTHERWISE QUALIFIED, VENDOR AGREES TO EXCHANGE OUTDATED UNOPENED PACKAGES WITH UNEXPIRED MATERIAL WITHOUT COST TO THE COUNTY. ALL EXPIRATION DATES MUST BE LISTED ON THE OUTSIDE OF THE PACKAGE.

BANKRUPTCY

UPON FILING FOR ANY BANKRUPTCY OR INSOLVENCY PROCEEDING BY OR AGAINST THE VENDOR, WHETHER VOLUNTARY OR INVOLUNTARY, OR UPON THE APPOINTMENT OF A RECEIVER, TRUSTEE, OR ASSIGNEE FOR THE BENEFIT OF CREDITORS, THE VENDOR MUST NOTIFY THE COUNTY'S PURCHASING DIVISION IMMEDIATELY. UPON LEARNING OF THE ACTIONS HEREIN IDENTIFIED, THE PURCHASING DIVISION RESERVES THE RIGHT AT ITS SOLE DISCRETION TO EITHER CANCEL THE CONTRACT OR AFFIRM THE CONTRACT AND TO HOLD THE VENDOR RESPONSIBLE FOR DAMAGES.

ORDER OF PRODUCT

EACH INDIVIDUAL ORDER PROCURED BY THE COUNTY SHALL NOT EXCEED A PURCHASE VALUE IN EXCESS OF \$2,000.00, AND EACH LINE ITEM SHALL NOT EXCEED \$1,000.00, WITHOUT PRIOR APPROVAL OF THE PURCHASING DIVISION, DEPARTMENT OF GENERAL SERVICES.

VENDOR SHALL NOT ACCEPT ORDERS FOR ITEMS WHICH ARE NOT COVERED BY THIS CONTRACT. VENDOR MUST BE ABLE TO IDENTIFY THOSE ITEMS WHICH ARE NOT COVERED BY THIS CONTRACT, AS THE COUNTY WILL NOT PAY FOR NON-CONTRACTED ITEMS DELIVERED TO THE COUNTY.

DEPARTMENTS SHALL PROVIDE A CONTRACT RELEASE FORM (CONTRACT SHIPPING ORDER) STATING THE VENDOR'S PART NUMBER AND A CLEAR DESCRIPTION OF THE ITEM BEING ORDERED. THE VENDOR SHALL NOT ACCEPT ORDERS THAT DO NOT HAVE A CONTRACT RELEASE FORM WITH AN AUTHORIZED SIGNATURE.

DEPARTMENTS MAY FAX OR MAIL THE ORIGINAL COPY OF THE CONTRACT RELEASE FORM TO THE VENDOR. VENDOR WILL NOT ACCEPT VERBAL ORDERS.

DELIVERY OF PRODUCT

IF THE PRODUCT DELIVERED IS DEFECTIVE, BROKEN, OR NOT THE PRODUCT ORDERED, THE VENDOR SHALL REPLACE THE PRODUCT WITHIN TWO DAYS OF NOTIFICATION BY THE RECEIVING DEPARTMENT, AT NO ADDITIONAL COST TO THE COUNTY. VENDOR SHALL ALSO BE RESPONSIBLE FOR ALL SHIPPING COSTS FOR THE RETURNED PRODUCTS.

PRODUCTS WHICH THE COUNTY ORDERED IN ERROR SHALL BE RETURNABLE FOR FULL CREDIT WITHIN THE FIRST THIRTY (30) DAYS OF PURCHASE. ALL RETURNED PRODUCTS MUST BE IN UNDAMAGED CONDITION AND IN THE ORIGINAL PACKAGING.

ALL DELIVERIES MUST INCLUDE A PACKING SLIP WHICH REFERENCES THE COUNTY'S CONTRACT RELEASE FORM NUMBER, AND LISTS THE PRODUCTS ORDERED AND THE PRODUCTS DELIVERED IN THAT SHIPMENT.

INVOICING OF PRODUCT

INVOICES ARE TO BE SENT, IN DUPLICATE, TO THE AUDITOR/CONTROLLER'S OFFICE. 700 H STREET, ROOM 4650. SACRAMENTO, CA 95814.

INVOICES MUST REFERENCE THE CONTRACT RELEASE FORM NUMBER AND THE ORDERING DEPARTMENT NAME.

THE VENDOR AGREES THAT THE SUPPLIES FURNISHED UNDER THIS CONTRACT SHALL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES THE CONTRACTOR GIVES TO ANY CUSTOMER FOR SUCH SUPPLIES AND THAT THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO THE COUNTY BY ANY OTHER CLAUSE OF THIS CONTRACT.

FIXED PRICE LISTING

BRAND/ MODEL	PRODUCT DESCRIPTION	UNIT PRICE
	MOUSEPADS	\$ 6.94
DON WE-1	WRIST PAD	12.95
MCA 460	ADJUSTABLE FOOTREST	29.94
3M TAPE	2400' BLACKWATCH	10.86
3M DC6250	DATA CARTRIDGE	24.52
HP 51604A	INKJET CARTRIDGE	8.36
HP 51608A	INKJET CARTRIDGE	15.36
HP 92295A	LASERJET CARTRIDGE	72.49
	6' PARALLEL PRINTER CABLE	5.95
	10' PARALLEL PRINTER CABLE	6.95
PANAMAX 4	SURGE SUPPRESSOR	36.94
PANAMAX 6	SURGE SUPPRESSOR	40.75
	FUSOR OIL FOR IBM 3820 LASER PRINTER	53.95
	FLIP 'N' FILE 3-1/2" DISKETTE STORAGE NON-LOCKING	4.95

CATEGORY DISCOUNTS

THE MINIMUM DISCOUNT OFFERED FOR THE PRODUCT CATEGORIES LISTED ABOVE IS 25% OFF CURRENT CATALOG PRICE.

THE VENDOR WILL BE REQUIRED TO MAINTAIN THIS DISCOUNT FOR THE FULL TERM OF THE CONTRACT. THE ACTUAL PRICE CHARGED TO THE COUNTY CAN BE REDUCED FURTHER, TO ACCOUNT FOR PRODUCT SPECIALS, VOLUME DISCOUNTS, MANUFACTURER REBATES, ETC, BUT WILL NOT BE ABOVE THE NET COST OF LIST PRICE MULTIPLIED BY THE MINIMUM DISCOUNT.

1.	<u>ANTI-GLARE SCREEN FILTERS</u>		6.	<u>DISKETTES</u>	
	OCLI	40 %		KALLEEN'S	48 %
	ACCO	30 %		3M	48 %
	FELLOWS	30 %		BASF	45 %
	POLAROID	30 %		VERBATIM	45 %
	KALLEEN'S	40 %		SONY	45 %
				MAXELL	45 %
2.	<u>CABLES AND CONNECTORS</u>			MEMCREX	45 %
	BELKIN	40 %		POLAROID	36 %
	ESI	28 %		IBM	32 %
	KALLEEN'S	45 %		KOA	40 %
3.	<u>CARRYING CASES</u>		7.	<u>DUST COVERS</u>	
	COMPUTER COVERUP	32 %		BASIC NEEDS	30 %
	TARGUS	32 %		COMPUTER CVRUP	29 %
	AST	30 %	8.	<u>COMPUTER FURNITURE</u>	
4.	<u>CLEANING PRODUCTS</u>			HON	29 %
	PERFECT DATA	32 %		TIFFANY	32 %
	READ RIGHT	27 %		BRETFORD	27 %
5.	<u>DISK PACKS/DATA CARTRIDGES</u>			BUSH	27 %
	3M	38 %		FELLOWS	31 %
	SONY	38 %		GROLEN	29 %
	MAXELL	40 %		LIT-NING	37 %
	VERBATIM	40 %		MCA	28 %
	BASF	38 %	9.	<u>INKJET SUPPLIES</u>	
	HEWLETT-PACKARD	30 %		XEROX	23 %
	BERNOULI	30 %		HEWLETT-PACKARD	31 %
				CANNON	25 %
				DICONIX	30 %

CATEGORY DISCOUNTS (con.)

10. LASER PRINTER SUPPLIES

HEWLETT PACKARD	31 %
IBM	31 %
QMS	28 %
RICOH	35 %

11. PLOTTER SUPPLIES

HEWLETT PACKARD	30 %
TEKTRONICS	22 %
CAL COMP	22 %

12. PRINTBANDS, PRINTHEADS, PRINTWHEELS

IBM	30 %
DATAPRODUCTS	30 %
DIABLO	28 %
DICONIX	28 %
CANNON	28 %
QUME	30 %
WANG	22 %

13. SOUND COVERS

RING KING	40 %
CAB TEK	38 %
VIKING	35 %

14. RIBBONS (OEM & COMPATIBLE)

IBM	28 %
DATAPRODUCTS	30 %
HEWLETT PACKARD	30 %
EPSON	22 %
PANASONIC	30 %
TOSHIBA	30 %
FRINTRONICS	30 %
BROTHER	30 %
MANNESMAN TULLY	28 %
OKIDATA	31 %
OLIVETTI	30 %
QUME	30 %
WANG	22 %
STAR MICRONICS	28 %
DIABLO	32 %
FUJITSU	34 %
GENICOM	33 %
GENERAL RIBBON	35 %
NER/FRYE	38 %
KALLEEN'S	38 %

15. ALL OTHER CATALOG ITEMS 25 %

**THE FOLLOWING PRODUCT CATEGORIES ARE
NOT INCLUDED IN THIS CONTRACT:**

AUDIO/VIDEO CASSETTES

BUFFERS

BATTERIES

LABELS

CALCULATORS

SHEET/ENVELOPE FEEDERS

COMPUTERS - DESKTOP/LAPTOP

PRINTERS AND FONTS

DRIVES, MEMORY, BOARDS

MOUSE/JOYSTICKS

GRAPHIC TABLETS/DIGITIZERS

FURNITURE ABOVE \$500.00

MODEMS

OFFICE SUPPLIES (PENS,

MONITORS AND TERMINALS

PAPER, FOLDERS, TAPE)

NETWORKING EQUIPMENT

COPIER SUPPLIES

PLOTTERS

KEYBOARDS

SCANNERS

FAX MACHINES

SOFTWARE

DATA DISPLAY

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A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING PARTICIPATION IN SAN JOAQUIN COUNTY
CONTRACT FOR THE PURCHASE OF COMPUTER SUPPLIES

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WHEREAS, pursuant to Lodi Municipal Code Section 3.20.040, the Purchasing Officer, with the approval of the City Council, may authorize in writing any agency to purchase or contract for specified supplies, services and equipment independently of the Purchasing Department so long as such purchases are made in conformity with established purchasing procedures as set forth in the Lodi Municipal Code, and periodic reports are required of and provided by the agency on said purchases made under such written authorization;

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City of Lodi to purchase computer supplies under the terms of the contract between the County of Sacramento and its computer supplies contractor, Kalleen's Computer Products of San Rafael.

Dated: March 3, 1993

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I hereby certify that Resolution No. 93-32 was passed and adopted by the Lodi City Council in a regular meeting held March 3, 1993 by the following vote:

- Ayes: Council Members - Davenport, Mann, Sieglock, Snider and Pennino
- Noes: Council Members - None
- Absent: Council Members - None

Jennifer M. Perrin
Jennifer M. Perrin
City Clerk