

CITY OF SANTA ANA
 FINANCE & MANAGEMENT SERVICES AGENCY
 PURCHASING DIVISION



PURCHASE ORDER NUMBER
125036
 SHOW NUMBER ON ALL PACKAGES,
 INVOICES AND RELATED DOCUMENTS

VENDOR 61997	DELIVERY DATE May 26, 2022	F.O.B.	DATE 05/20/2022
SOURCE OF QUOTATION	FREIGHT TERMS PREPAID	PAYMENT TERMS NET 30	

Vendor: 61997
 HEWLETT PACKARD ENTERPRISE
 COMPANY
 1701 EAST MOSSY OAKS ROAD
 SPRING TX 77389
 JOSEPH MACK
 800-209-9620

Ship To: CITY OF SANTA ANA
 20 CIVIC CENTER PLAZA, 2ND FL
 INFORMATION TECHNOLOGY M-12
 SANTA ANA CA 92701

Bill To: CITY OF SANTA ANA
 PURCHASING DIVISION M-16
 20 CIVIC CENTER PLAZA RM 429
 SANTA ANA CA 92701
 Email: PURCHASING_AP@santa-ana.org
 BUYER: VIRAK SOTH
 714-647-5468

ITEM	QUANTITY	UNIT	STOCK # / DESCRIPTION	UNIT COST	AMOUNT
1	1.0000	DO	Invoice by mail Process Level: 999 REFERENCE HPE NO. 71618204 PRICING PER NASPO PARTICIPATING ADDENDUM # 7-15-70-34-002 JANELLE.ROBERSON@HPE.COM IT RENEWAL: HPE SUPPORT SERVICES AMP ID: 700818745NBQ LLFL SANTA ANA . SERVICE AGREEMENT ID:1051 1728 0921 TERM COVERAGE: 05/14/22 THRU 05/14/25 . COUNCIL APPROVED 05/03/22, ITEM #17 SPEC NO. 22-052 . CITY OF SANTA ANA CONTACT: MELANIE TORRES AT (714) 647-5373 MTORRES@SANTA-ANA.ORG . Purchase Order Summary Goods Total: Order Total:	147,988.8700	147,988.87
					\$147,988.87
					\$147,988.87

VENDOR BILLING INSTRUCTIONS:

- Invoice the City of Santa Ana and mail to:
CITY OF SANTA ANA PURCHASING DIV. M-16,
20 CIVIC CENTER PLAZA, SANTA ANA, CA 92701,
 or Email to: **PURCHASING_AP@santa-ana.org**
- Invoices must reference the purchase order number showing quantities, descriptions, units and unit price.
- Freight charges, when authorized, shall be prepaid and added to the invoice as a separate item.
- OUT OF STATE VENDOR: California seller's permit or Certificate of Registration - Use Tax, is required to collect tax, otherwise the city will pay direct.

**GENERAL TERMS AND
 CONDITIONS ON THE
 REVERSE SIDE ARE IN-
 CORPORATED HEREIN.**

CITY ATTORNEY: _____

PURCHASING MANAGER: _____


GENERAL TERMS AND CONDITIONS

1. **PAYMENT:**
 - a. Payment by City will be processed within thirty (30) days following receipt of proper invoice evidencing work performed and subject to City accounting procedures.
 - b. No additional charge will be paid by the City unless expressly included and itemized herein.
2. **DELIVERY:**
 - a. Time of delivery; as shown herein, must be adhered to. All goods shall be shipped F.O.B. destination designated by the City. Vendor assumes full responsibility for packing, crafting, marking, transportation and liability for loss and/or damage.
 - b. All transportation charges to be prepaid by Vendor.
3. **LATE DELIVERY ASSESSMENT:** The Vendor agrees to pay late-delivery assessment for any delay in delivery (except those beyond its reasonable control) beyond the date agreed to and shown in the purchase order or contract in an amount equal to the expenses incurred by the City due to the delay; including but not limited to expenses such as rental of like equipment to fulfill the need while awaiting late delivery, added cost of manpower or other resources or other costs as can be shown to have resulted from delaying receipt of the ordered goods or services. The penalty will be deducted from the amount due to the Vendor under this purchase order.
4. **INSPECTION:** City shall be under no obligation to unpack or inspect the products and/or services. The Vendor shall be responsible for the consequences of negligent manufacture and packing, and for the consequences of negligent handling prior to point where City assumes ownership. The expense of subsequent tests due to failure of goods first offered will be charged against the Vendor.
5. **GENERAL GUARANTEE:** The Vendor guarantees that a) Vendor owns all rights, title and interest in the products and services and has the legal authority to sell, license or otherwise transfer the right to use to the City; b) the products and services are free from defects in material and workmanship for a minimum period of one (1) year from the date of acceptance by the City, unless otherwise stated as part of the bid; and c) Vendor shall repair or replace all such defective goods F.O.B. destination.
6. **INDEMNIFICATION:** The Vendor guarantees and agrees to indemnify, defend, and hold harmless the City against any or all loss, liability, damages, demands, claims or costs alleged by third parties arising out of Vendor's performance. This includes defective material and products, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, state or federal codes, ordinances, orders or statutes, including, but not limited to, the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. This guarantee is in addition to and not intended as limitation on any other warranty, express or implied.
7. **TERMINATION:** The City reserves the right to terminate this purchase order or delay delivery of acceptance of any products and/or services ordered without penalty upon thirty (30) days written notice to the Vendor.
8. **ASSIGNMENT:** Vendor may not assign, transfer, delegate, or subcontract any right, obligation, performance herein without the prior written consent of the City's Purchasing Manager and any such assignment, transfer, delegation or subcontract without the Purchasing Manager's prior written consent shall be considered null and void.
9. **DEFAULT:** In case of default by the Vendor of any of the conditions of this purchase order, the Vendor agrees that the City may procure the articles or services from other sources and may deduct from the unpaid balance due to the Vendor, or collect against the bond or surety, or may invoice the Vendor for excess costs so paid plus reasonable administrative costs. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.
10. **LAW AND JURISDICTION:** The validity performance and construction of this order shall be governed by the laws of the State of California. Both parties further agree that Orange County California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this agreement.
11. **ADDITIONAL TERMS:** No additional term specified in the bid shall be part of the contract unless affirmatively accepted by the City in writing.