



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

<p>1. Cooperative/Piggyback Name:</p>	<p>CA Department of General Services</p>
<p>2. Contractor:</p>	<p>NWN Solutions Corporation</p>
<p>3. Cooperative Agency Agreement Name and Agreement Number:</p>	<p>1-24-70-19-22 – Enterprise Technology 1-22-70-30 – PC Goods HP Inc 1-22-70-35 – PC Goods Rugged 1-21-70-04A – Printers and MFD’s 1-21-70-08C – HP 2-in-1 Devices 1-21-70-08D – Getac Tablets/2-in-1 Devices STP-SW-SCS-19-NWN – Cabling Services</p>
<p>4. Cooperative Agency Initial Agreement Term:</p>	<p>Start Date: Final Signature End Date: 6/30/2025 (soonest ending contract) 1-24-70-19-22 – 9/30/27 1-22-70-30 – 6/30/25 1-22-70-35 – 6/30/25 1-21-70-04A – 8/20/25 1-21-70-08C – 7/31/25 1-21-70-08D – 7/31/25 STP-SW-SCS-19-NWN – 4/20/25</p>
<p>5. Cooperative Agency’s Agreement-Options to extend:</p>	<p>1-24-70-19-22 – two (1) year options to renew 1-22-70-30 – two (1) year options to renew 1-22-70-35 – two (1) year options to renew 1-21-70-04A – two (1) year options to renew 1-21-70-08C – two (1) year options to renew 1-21-70-08D – two (1) year options to renew STP-SW-SCS-19-NWN – two (1) year options to renew</p>
<p>6. Cooperative Agency Amended Term:</p>	<p>Amendments are not separate from the contract. The contracts are edited and re-posted.</p>
<p>7. Cooperative Agency Remaining Options to Renew:</p>	<p>1-24-70-19-22 – two (1) year options to renew 1-22-70-30 – one (1) year option to renew 1-22-70-35 – two (2) year options to renew 1-21-70-04A – no options remaining 1-21-70-08C – one (1) year option to renew 1-21-70-08D – one (1) year option to renew STP-SW-SCS-19-NWN – no options remaining</p>
<p>8. City of Stockton Cooperative Purchase Agreement Term:</p>	<p>Start Date: Final Signature End Date: 6/30/25</p>

**9. City of Stockton
Cooperative/ Piggyback
Purchase Agreement
Amount:**

	Not to Exceed \$5,006,000 for the term of the Agreement.
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AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced 1-24-70-19-22, 1-22-70-30, 1-22-70-35, 1-21-70-04A, 1-21-70-08C, 1-21-70-08D, STP-SW-SCS-19-NWN ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through 6/30/2025 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for Enterprise Technology, PC goods, Printers and MFD's, 2-in-1 Devices, Tablets, and Cabling Services available in the above-named COOP and associated documents

incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$5,006,000 for the purchase of Enterprise Technology, PC goods, Printers and MFD's, 2-in-1 Devices, Tablets, and Cabling Services. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

Date: _____

ATTEST:

Katherine Roland CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

CONTRACTOR NAME.

DocuSigned by:
By: Brian Gai
Signature

Brian Gai

Print name

Title: Senior Vice President

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____
Signature

Title: _____

EXHIBIT A
(insert RFP for council)



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: ****November 1, 2024****

CONTRACT NUMBER: 1-24-70-19-22

DESCRIPTION: Enterprise Technology
 Cisco – Hyper-Converged
 Cisco – SAN Fabric
 HPE Silo
 Palo Alto Silo
 Rubrik Silo

CONTRACTOR: NWN Solutions Corporation

CONTRACT TERM: 10/01/2024 through 09/30/2027

STATE CONTRACT ADMINISTRATOR: Eugene Shemereko
 (279) 946-8028

Eugen.Shemereko@dgs.ca.gov

To obtain a full list of Original Equipment Manufacturers (OEMs) and awards, click here: [Enterprise Technology Contracts Listing](#)

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

<p>Mailing Address: NWN Corporation 11070 White Rock Road, Suite 250 Rancho Cordova, CA 95670</p>	<p>Fax/Email: Fax: (916) 596-4800 Email: SCA_Sales_Team@nwncarousel.com</p>	<p>Contact Information: NWN Corporation Tim Meade Phone: (916) 637-2200 Email: SCA_Sales_Team@nwncarousel.com</p>
<p>Contractor Website: https://nwncarousel.com/contracts/</p>		

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Mandatory) 1-24-70-19-22
Contract User Instructions, ***Supplement 1***

ORDER PLACEMENT INFORMATION

OEM Price List (MSRP) URL:

Cisco: <https://www.cisco.com/c/en/us/solutions/industries/government/us-government-solutions-services/resources/government-contracts-funding-vehicles/state-local-government-contracts/cisco-products-enterprise-technology-ca.html?Cachemode=refresh>

HPE: <https://www.hpe.com/global/showroom/>

Palo Alto: <https://www.immixgroup.com/paloaltonetworks/?section=contractspricelists>

Rubrik: <https://www.rubrik.com/state-and-local/california>

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Mandatory) 1-24-70-19-22
Contract User Instructions, ****Supplement 1****

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 Enterprise Technology is hereby modified to reflect the following changes: ➤ Attachment A – Contract Pricing: Cisco San Fabric Group inadvertently excluded on original Contract Pricing but is now added. Attachment A – Contract Pricing has been replaced in its entirety with Attachment A – Contract Pricing – Supplement 1.*</i>	<i>*11/20/2024</i>
N/A	Original Contract Posted	10/1/2024

All other terms and conditions remain the same.

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Mandatory) 1-24-70-19-22
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Contract (Mandatory) 1-24-70-19-22
Contract User Instructions, ***Supplement 1*****1. SCOPE**

The State's contract with NWN Solutions Corporation (Contractor) provides Enterprise Technology, at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-24-70-19-22 for the following OEM (silos)/category(ies):

- **Cisco Categories:**
 - Hyper-Converged
 - SAN Fabric
- **HPE Silo**
- **Palo Alto Silo**
- **Rubrik Silo**

The Contractor shall supply the entire portfolio of products, for the silo and/or categories as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Enterprise Technology 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 period 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 for hardware purchases only, with the exception of Campus Networking hardware. Software products and services are not mandatory.
- 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.

Contract (Mandatory) 1-24-70-19-22
Contract User Instructions, ***Supplement 1*****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.
- 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. Ordering Agencies:

- Ordering agencies may choose any OEM offered, however, it is highly recommended that the ordering agency receive quotes from multiple Contractors within an OEM silo/category to ensure the best price for the proposed solution, while still meeting the needs of the ordering agency. Contractors have the ability to offer a better discount by order.
- 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

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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 Enterprise Technology Statewide Contract 1-24-70-19-22 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.

The rules outlined herein are exclusive to the Enterprise Technology Statewide Contract 1-24-70-19-22 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	Departments must obtain price quotations from California-certified SB, MB, or DVBE supplier(s) as follows: <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> <p>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; and</p> <p>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.</p>
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		
PURCHASING AUTHORITY PURCHASE ORDER		
STD. 65 (REV. 7/2003)		
CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER	AMENDMENT NO.
CPI234567	12-HQ-0092	
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

B. Off Ramp Documentation

Contract (Mandatory) 1-24-70-19-22
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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. • Authorized Reseller Letter (if applicable) <p>Refer to SCM Volume 2 for additional documentation requirements.</p>

5. EXEMPT PURCHASES

To purchase Enterprise Technology equipment from other than the Enterprise Technology contracts require an approved exemption from the State Contract Administrator. Please refer to [Request Statewide Contract Exemption for State Agencies](#) 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. Each exemption is stand-alone unless otherwise stated by the State Contract Administrator.

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

This contract includes a complete catalog of all Enterprise Technology product within the OEM silo and/or category identified in Article 1, Scope. Enterprise Technology includes equipment within a Data Center and equipment that can interface with a Data Center (e.g., servers, storage, converged & hyper-converged systems, on-campus networking, fabric). Hardware is the main focus for this contract. Software, accessories, and services will be ancillary and support the hardware. Installation and professional services cannot be

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purchased as a stand-alone from this contract unless being purchased for the purpose of warranty/support services.

The Scope of this contract does not include the following items:

1. Cloud Services including acquisitions structured as managed on-site services.
2. Storage as a Service, an architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis.
3. Hardware and services for the purpose of telecommunications
4. PC Goods
5. Wireless phone and internet service
6. Managed Print Services
7. Printers, Tablets, Cellular Phone Equipment
8. Off-campus networking
9. Public Works
10. Consulting Services

The Department of Technology (CDT) is exempted from #3 and #8 above.

This contract provides a discount-off the OEM Price List (MSRP). The URL to the OEM MSRP is listed on the front cover of these User Instructions. Discounts for each type of technology can be found on Attachment A, Contract Pricing.

Ordering agencies shall not purchase the non-contract items listed above (items 1 through 10). Contract items must be listed in the MSRP catalog to be purchased unless a fixed contract price is listed.

8. INSTALLATION, PROFESSIONAL SERVICES, WARRANTY/SUPPORT, AND SUBSCRIPTIONS/LICENSES

- Professional Services must have a SOW.
 - Training is considered a Professional Service; however, if the quote has only training for the professional services sub-category, then an SOW is not required.
- Subscriptions/licenses are available for purchase. Discounts shall be the same as the hardware/software discount that the subscription/license is being purchased for (unless otherwise defined).
- Warranty/support, subscriptions, and licenses can be purchased as a stand-alone. All other services must support a hardware purchase (cannot be purchased as a stand-alone).
- Warranty/support, subscriptions and/or licenses shall be executed prior to their start date.

9. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)

The Contractor shall provide pre-sale, pre-order technical consultation in accordance with Article 30, Professional Services, and configuration certifications to ensure acquired

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Contract User Instructions, ***Supplement 1***

configurations are operationally designed for the ordering agency's technical needs. Ordering agencies will ensure that the Contractor has been appraised on the technical needs of the systems and components acquired under the contract.

10. SPECIFICATIONS

There are no specifications for this contract.

11. CUSTOMER SERVICE

The Contractor will have a customer service unit that supports 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.

Contact	Phone	Email
Tim Meade	(916) 637-2200	SCA_Sales_Team@nwncarousel.com

12. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

A contract website specific to the Statewide contract for Enterprise Technology is available and contains the following data elements at minimum:

- Contract-specific discounts.
- Warranty/support Information
- DVBE participation information
- Quote generation/instructions on how to receive a quote.
- Contractor's customer service contact information
- Publically-available OEM MSRP URL(s) (current and archives)

13. OFFER/QUOTE FORMAT

The Contractor shall provide an offer to ordering agencies in an 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
- Ordering agency name
- Ordering agency contact person.
- Contract number.
- Segment ID (Contract line-item #)
- Quantity
- Description of Item
- Manufacturer's Part Number/SKU

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- Contractor part # (for Contractor services only – use with manufacturer’s 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

All quotes must be in MS Excel format. If a Statement of Work (SOW) is required (any quote with Professional services), it must be created by the ordering agency and added to their procurement file (exception to ordering only training as a professional service).

It is the responsibility of the ordering agency to review quotes. Review includes accuracy against the OEM Price List (MSRP), correct discounts, correct product, etc.

Quotes shall not contain additional terms and conditions. For questions, please contact the State Contract Administrator.

14. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions, (rev 6/21/2022), Section 15, Substitutions. Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator and/or the ordering agency.

15. 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.
- Models, products, and services included in the promotion.
- Promotional pricing

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

16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

For State departments, a signed certification of compliance with state information technology (IT) policies is required for all IT acquisitions of hardware, software, and services that cost \$5,000 or more. The policy and required format are provided in SAM section 4819.41.

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Contract User Instructions, ***Supplement 1*****17. 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)
- 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.

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).

18. MINIMUM ORDER

There is no minimum order for this contract.

19. ORDERING PROCEDURE

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

- U.S. Mail

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DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

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- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
US Mail NWN Corporation 11070 White Rock Road, Ste. 250 Rancho Cordova, CA 95670	Fax/Email: Fax: (916) 596-4800 Email: SCA_Sales_Team@nwncarousel.com	Contact Information: NWN Corporation Contact: Tim Meade Phone: (916) 637-2200 Email: SCA_Sales_Team@nwncarousel.com

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

20. ORDER ACCEPTANCE

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

- Are incomplete (required information on purchase documents will be provided during contract implementation)
- Contain non-contract items.
- Contain non-contract terms and conditions.

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

21. ORDER ACKNOWLEDGEMENT

The Contractor will provide ordering agencies with an email or facsimile order receipt acknowledgement within forty-eight (48) hours of receipt of purchase order. The acknowledgement shall include the following information:

- Contractor's Order Number
- Ordering Agency Name
- Purchase Order Number
- Description of Goods
- Total Cost
- Anticipated Delivery Date
- Identification of any Out of Stock/Discontinued Items

22. OUT OF STOCK REMEDY

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

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

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

23. 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 14, 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.

24. 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 order, which may include but is not limited to, inside buildings, high-rise office buildings, and receiving docks.

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 10:00AM to 4:00PM PT.

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.

C. Secure Grounds Delivery

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

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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.

25. 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/support obligations.

26. PALLETS

Unless otherwise specified on the ordering agency's purchase order document, standard commercially available pallet sizes should be used. All pallets shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the location than delivering at time of delivery.

27. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, (rev 6/21/2022), Section 12, Packing and Shipment.”.

28. PACKING INFORMATION

Packing requirements shall be in accordance with the General Provisions, (rev 6/21/2022), Section 12, Packing and Shipment.”.

Any back ordered or out of stock items shall be identified on the packing sheet as well as the availability date of unfilled and partial shipment.

A packing label shall 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
- Ordering Agency Contact Information

29. INSTALLATION

Contractor shall provide installation as a value-added service. Physical installation includes coordination of installation with ordering agency, power-up, installation of latest firmware,

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installation of software and updates, and removal of trade-in equipment and dunnage. Testing and diagnostics must include execution of a suite of hardware and software. The basic configuration must be completed and accepted by the ordering agency.

Installation shall include electronic documentation, including configuration instructions, at no additional price. Ordering agencies may purchase installation at the discount-off OEM MSRP.

30. PROFESSIONAL SERVICES

Contractor shall offer professional services such as pre-order configuration, technical support, and engineering. Professional services do not include consulting services or installation. Contractors shall offer professional service at the discount off OEM MSRP, unless an established contract prices are included in the Contractor's Contract Pricing workbook. Contractors must use the professional services manufacturer's part numbers from the OEM MSRP and give a discount based on those catalog prices.

All orders containing professional services will require an SOW with the purchase order from the ordering agencies.

31. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the General Provisions, (rev 6/21/2022), Section 16, Inspection.

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	NWN Solutions Corp.
Contact Name:	Eugene Shemereko	Kathy Thomas
Telephone:	(279) 946-8028	(916) 637-2185
Facsimile:	NA	(916) 596-4800
Email:	Eugene.Shemereko@dgs.ca.gov	Kthomas@nwncarousel.com
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	NWN Corporation Attn: Kathy Thomas 11070 White Rock Road, Ste. 250 Rancho Cordova, CA 95670

33. RETURN POLICY

Contractor shall accept returns after delivery in accordance with the State's General Provisions. A full refund shall be offered for the following reasons:

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- Items shipped in error.
- Defective or freight-damaged items
- Unopened product (within 30 days of delivery)

Additionally, a full refund shall be provided for products that do not substantially conform with the PO requirements regardless of time of notification.

Contractor may charge a restocking fee for returns that do not meet the reasons above. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund. Restocking fees can be no greater than 10 percent of the value of the items needing re-stocking.

All 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 fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering department 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.

The Contractor will be responsible for the refund or replacement of all products, including those covered by manufacturer warranties as stated in Article 42, Warranty/Support. Contractor shall not require the ordering agency to deal directly with the manufacturer.

34. CUSTOM PRODUCT RETURN POLICY

Ordering agencies shall accrue no charges for custom product if the product is defective or freight damaged. Any other custom product may be returned by any ordering agency but may be subject to fees to remove customization (e.g., VAS), in addition to the fee specified in Article 33, Return Policy. These fees may be negotiated between the Contractor, ordering agency, and the State Contract Administrator.

35. RESTOCKING FEES

The Contractor may impose a restocking fee for returns for reasons not listed in Article 33, Return Policy. Re-stocking fee for this contract shall be no greater than ten percent.

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

36. PRODUCT RECALL PROCEDURES

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each applicable ordering agency through the most expedient

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method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall pick up, test, destroy, or return recalled products to the manufacturer at no expense to the ordering agency. The Contractor shall issue replacement of product for any product removed or recalled.

37. INVOICING

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

Ordering agencies may require separate invoicing, as specified by each ordering agency.

38. 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 in accordance with Article 17, 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

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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.

39. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 38, 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](#).

40. 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 #
NWN Solutions Corporation	100-937005

41. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees from the date of acceptance on all products offered as part of a resulting 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.

The warranty services listed shall include all products, software and firmware maintenance costs, and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation, and

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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 making repairs. Parts that have been replaced will become the property of the Contractor except in instances where the State 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, intentional acts, or omissions of Contractor or its agents.

42. QUALITY ASSURANCE GUARANTEES

The Contractor shall represent and warrant that Enterprise Technology products 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. Contractors 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

All product provided under the resultant contract shall perform in accordance with technical specifications and functional descriptions contained or referenced in the awarded contract agreement. If provided product 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 cost. The replacement product 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) 1-24-70-19-22
Contract User Instructions, ***Supplement 1*****44. CONTINUOUS WARRANTY COVERAGE FOR EQUIPMENT ACQUIRED UNDER STATE CONTRACTS**

The Contractor agrees to provide extended warranty coverage and honor all manufacturers' warranties and guarantees on OEM products acquired under any prior State of California storage, server, or Enterprise Technology contracts. This option is available conditionally when the equipment has been on continuous maintenance or upgraded extended warranty coverage. The extended warranty coverage shall be offered in the OEM MSRP and discount-off OEM MSRP pricing under this contact.

45. PRINCIPAL PERIOD OF MAINTENANCE

The Contractor must provide warranty and unscheduled service calls for equipment failure 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 provided under the resultant contract.

- Metropolitan Areas shall be 8x5x8 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 Next Business Day 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.

At the discretion and mutual agreement of State agencies and Contractor, the PPM service availability may be changed for a site by attaching an amendment to their purchase order that states the alternative hours of maintenance at that site. All equipment at a single State site shall have a common PPM service availability. If the State requests unscheduled on-call PPM be performed at a time which is outside the PPM service availability, the service will be furnished at the applicable per call rates and terms then in effect. Travel time and expenses are not billable in connection with such maintenance.

PPM after manufacturers' warranty will be based on the warranty/support offered/purchased by the Contractor.

46. RECYCLED CONTENT

State departments are required to report purchases made within sixteen (16) product categories in the California Department of Resources Recycling and Recovery's (CalRecycle) State Agency Buy Recycled Campaign (SABRC) in accordance with PCC Sections 12200-12217. Post-Consumer Recycled Content (PCRC) information shall be provided to ordering agencies upon request.

47. SB/DVBE PARTICIPATION

The Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and percentages 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 #	SB/DVBE Percent (%)
Shade & Partners Technology Solutions	Subcontractor	1747904	DVBE: 1.5%

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 1.5 percent for all categories and Silos.

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).

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

48. 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.

49. VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments

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operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

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.

50. GENERATIVE AI PROCUREMENT PROCEDURES

State departments are required to obtain a [GenAI Reporting and Factsheet \(STD 1000\)](#) from the Contractor prior to issuing a Purchase Order.

If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence. State departments must retain the STD 1000 in their procurement file, and if applicable, the confirmation the purchase may proceed.

51. TRADE IN PROGRAM

There is no Trade-In Program associated with this contract.

52. TAKE-BACK PROGRAM

There is no Take-Back Program associated with this contract.

53. ATTACHMENTS

Attachment A – Contract Pricing, ***Supplement 1***



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 8

Incorporates Supplements 1-8

ISSUE AND EFFECTIVE DATE: ***November 14, 2024***

CONTRACT NUMBER: 1-22-70-30

DESCRIPTION: PC Goods – HP Inc. Products
 (Desktops, Thin Desktops, Laptops,
 Thin Laptops, Chromebooks, Monitors)

CONTRACTOR: NWN Corporation

CONTRACT TERM: 07/01/2022 through 06/30/2026

STATE CONTRACT ADMINISTRATOR: Lynne Edison
 (279) 946-8417

Lynne.Edison@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 09/05/2014](#)

(<https://www.dgs.ca.gov/-/media/7DC4270A6D324C8FB923562A0AC482AD.ashx>)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

Mailing Address:
 11070 Whiterock Road
 Suite 250
 Rancho Cordova, CA
 95670

Fax/Email:
 Fax: (916) 637-2200
 Email:
SCA_Sales_Team@nwnit.com

Contact Information:
 NWN Corporation
 Tim Meade
 Phone: (916) 637-2200
 Email:
SCA_Sales_Team@nwnit.com

Contractor Website: <https://www.nwnit.com/about-us/contracts/>
OEM MSRP/Price List is contained within the Contractor's website.

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Contract User Instructions

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions, if required, are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Sections	Supplement Date
<i>*8*</i>	<i>*Subject contract for PC Goods, HP Inc. is hereby modified to reflect the following changes: ➤ Attachment A3 & A6: product refresh*</i>	<i>*11/14/2024*</i>
7	Subject contract for PC Goods, HP Inc. is hereby modified to reflect the following changes: ➤ Article 50 and Article 51 have been added.	8/1/2024
6	Subject contract for PC Goods, HP Inc. is hereby modified to reflect the following changes: ➤ Contract term has been updated	6/5/2024
5	Subject contract for PC Goods, HP Inc. is hereby modified to reflect the following changes: ➤ Attachment A1, A3 & A6: product refresh	2/21/2024
4	Subject contract for PC Goods, HP Inc. is hereby modified to reflect the following changes: ➤ Article 4 – SB/DVBE Off-Ramp Provision: Update Evaluation and Off Ramp Documentation sections.	3/16/2023
3	Subject contract for PC Goods, HP Inc. is hereby modified to reflect the following changes: ➤ Order Placement Information: Mailing address has been updated. ➤ Article 18: Mailing address has been updated. Article 32: Mailing address has been updated.	2/22/2023
2	Subject contract for PC Goods, HP Inc. is hereby modified to reflect the following changes: ➤ Article 17: Clarify purchasing guidelines for optional accessories, VAS, and extended warranties. ➤ Article 47: Clarify that all VAS are included for the 25 percent DVBE participation spend.	10/12/2022
1	Subject contract for PC Goods, HP Inc. is hereby modified to reflect the following changes: ➤ Article 4: Update SCM Volume reference. ➤ Article 12: Add timeframe for quotes. ➤ Article 17: Clarified minimum order requirements. ➤ Attachment A1-A6: Add Microsoft Auto-Pilot Service/Registration to the VAS; correct Unit of Measure for D&L and Emergency Services.	8/18/2022
N/A	Original Contract Posted	7/1/2022

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
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All other terms and conditions remain the same.

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Contract (Mandatory) 1-22-70-30 *Supplement 8*
Contract User Instructions**1. SCOPE**

The State's contract with NWN Corporation (NWN) (Contractor) provides HP Inc. PC Goods, (Desktops, Thin/Zero Desktops, Laptops, Thin Laptops, Chromebooks, Monitors) at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-70-30. 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 this contract 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 period 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 may be terminated 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.
- 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

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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 section.

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](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (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

This contract 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.

The rules outlined herein are exclusive to this contract 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:

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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, Section 1601.1. Quotes must be obtained from suppliers of the same certification type (SB or DVBE).
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.

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

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 contact. • 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. • Authorized Reseller Letter (if applicable)

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Requirement	Description / Procedure
	Refer to SCM Volume 2 for additional documentation requirements.

5. EXEMPT PURCHASES

To purchase PC Goods equipment outside the contract requires an approved exemption from the State Contract Administrator. Please refer to [Hardware Contract Exemption](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-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**

All items in Attachment A, Contract Pricing, must meet or exceed all minimum technical requirements detailed in Attachment B, Minimum Technical Requirements. Option/Upgrades are intended to augment proposed configurations. Offers for core items at a lesser discount will not be considered.

Contractor shall provide the Value-Added Services (VAS) listed in Attachment A, Contract Pricing. A statement of work (SOW) may be required when some VAS are ordered.

An SOW is required for all purchases that include Deployment and Logistics (D&L). D&L is limited to the subtasks outlined in Attachment D, Deployment and Logistics Breakdown. The D&L subtasks are broken down into project based and product-based tasks. The product-based tasks have a per unit time-base assigned. The timeframes noted on Attachment D for product-based tasks cannot change. The timeframes for project-based tasks will depend on the scope of the project (number of units ordered, staggered delivery to a single or multiple locations, etc.). Ordering agencies should review the timeframes the Contractor is charging for project-based tasks to determine if they are appropriate.

Once a SOW is submitted to the Contractor, the Contractor shall use Attachment D, Deployment and Logistics Breakdown to identify the specific tasks they will

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performing as well as a time breakdown per task/unit. The Contractor's final D&L breakdown should be included in the SOW and the total hours should be listed on the quote. Subtasks not shown in the breakdown shall not be included in the D&L.

B. Non-Core Products

Only products meeting or exceeding the specifications of Attachment B, Minimum Technical Requirements, within the scope this contract may be purchased under this contract. Non-Core items meeting or exceeding the specifications may be quoted by the Contractor. The Contractor must submit non-core configurations to the State Contract Administrator for approval prior to quoting the non-core configuration as a contract item. The base criteria to consider non-core items are:

- All items are directly related to the common configuration.
- Items do not conflict with any other mandatory statewide commodities contract.

Non-Core Items must be offered at the same core discount appropriate for the product category group: Core Configuration, Monitors, Option/Upgrade, and VAS groups. Offers for non-core items may be offered at a greater discount than the contract discount. Offers for non-core items at a lesser discount will not be considered.

Products outside the scope of this contract may not be purchased from this contract.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B, PC Goods Specification, dated December 15, 2021.

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.

Contact	Phone	Email
Tim Meade	(916) 637-2200	SCA_Sales_Team@nwnit.com

10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

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

- Detailed line-item descriptions of the products offered through this contract
- Warranty
- State-specific current contract pricing
- SB/DVBE participation information
- Quote generation
- Contractor's customer service contact information
- OEM/MSRP/Price List (current and archives)

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 ensure 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. Quotes from the Contractor must be effective for thirty (30) days after issuance. The quote must include the following data elements:

- | | |
|--|--|
| • Contractor Letterhead | • Manufacturer's Part Number/SKU |
| • Quote "Prepared By" Name and Contact Information | • OEM Price List/Index Price |
| • Quote Number | • Contract Discount |
| • Date of Quote | • Contract Unit Price |
| • Ordering Agency Name | • Extended Price (Quantity x Contract Price) |
| • Ordering Agency Contact Person | • Subtotals of Taxable and Non-Taxable Items |
| • Contract Number | • Rate and Calculated Tax |
| • Contract Line-Item Number (CLIN) | • Applicable Fees |
| • Quantity | • Grand Total |
| • Core/Non-Core (Y/N) | |
| • Description of Item | |

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.

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Contract User Instructions

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
- 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 Contractor 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. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

For State departments, a signed certification of compliance with state information technology (IT) policies is required for all IT acquisitions of hardware, software, and services that cost \$5,000 or more. The policy and required format is provided in SAM Section 4819.41.

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](#)

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(<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (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)
- Line-Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

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

This contract contains a minimum order of one (1) complete configuration (i.e., desktop, laptop, etc.)/monitor.

Portable Monitors are treated as a peripheral to a laptop and can only be purchased with a laptop. Portable monitors are not available on stand-alone monitor contracts.

VAS cannot be purchased as a stand-alone item. VAS can only be purchased with the purchase of a complete configuration. If an ordering agency determines there is a need for

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VAS and it was not included on their initial PO, the ordering agency may purchase after the initial PO, but it can be only for product purchased from this contract.

Optional Accessories cannot be purchased as stand-alone items. They can only be purchased with the purchase of a complete configuration. If an ordering agency determines there is a need for these items and they were not included on their initial PO, the ordering agency may purchase these items after the initial PO, but it must be within ninety (90) days of the initial PO and the items must be for the product purchased from the contract only.

Extended Warranties may be purchased after the initial PO if purchased prior to the current warranty’s expiration. Extended Warranties can only be purchased for product purchased from this contract.

If agencies are unable to amend the initial PO, they may issue a new PO as long as it is tied back to the initial PO (i.e., comment included on new PO). Additional and/or amended PO’s must be issued prior to contract expiration.

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: NWN Corporation 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670	Facsimile: (916) 596-4800	Email: SCA_Sales_Team@nwnit.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

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- Contain non-contract terms and conditions

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 forty-eight (48) hours 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
- 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.

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 Section 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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Contract User Instructions**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) unless otherwise agreed to by the ordering agency. Due to the current market conditions, actual delivery schedules may exceed the thirty (30) day delivery requirement. Departments are required to work with Contractors on delivery timelines. If there are any questions, please contact the State Contract Administrator.

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 to be followed 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 final 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.

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Contract User Instructions**25. PALLETS**

Unless otherwise specified on the ordering agency's purchase order document, standard commercially available pallet sizes should be used. All pallets shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the location than delivering at time of delivery.

26. SHIPPED ORDERS

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

27. 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

28. 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
- Ordering Agency Contact Information

29. INSTALLATION

Contractor shall provide installation as a VAS. Physical installation includes coordination of installation with State representative, power-up, installation of latest firmware, installation of software and updates and removal of trade-in equipment and dunnage. Testing and diagnostics must include execution of a suite of hardware and software. The basic configuration must be completed and accepted by a State representative.

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

Installation will require an SOW if D&L is included in the purchase order. Please refer to Section 7A, Contract Items.

30. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the General Provisions, Article 16 titled Inspection, Acceptance and Rejection.

31. CUSTOM PRODUCT ACCEPTANCE PROCESS

Contractor shall supply the ordering agency with one (1) complete custom configuration for inspection of the series of units on the Purchase Order, completed in accordance with the specifications, including all requested items and sub-components. Arrangements for inspection shall be made only when customization of the unit is complete.

Contractor shall receive notice within five (5) business days of inspection indicating that the unit is either acceptable or not acceptable. Unacceptable or non-compliant items will be identified at the time of notification. Contractor shall provide the corrected unit for inspection within ten (10) business days after notification from the State.

After inspection and acceptance by the State, the accepted custom unit shall be the criteria or basis for acceptance of the balance of the delivery. This will not constitute final acceptance of each unit remaining on the Purchase Order.

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	NWN Corporation
Contact Name:	Lynne Edison	Kathy Thomas
Telephone:	(279) 946-8417	(916) 637-2185
Facsimile:	N/A	(916)-596-4800
Email:	Lynne.Edison@dgs.ca.gov	kthomas@nwnit.com
Address:	DGS/Procurement Division Attn: Lynne Edison 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	NWN Corporation ATTN: Kathy Thomas 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670

Contract (Mandatory) 1-22-70-30 *Supplement 8*
Contract User Instructions**33. RETURN POLICY**

Contractor shall accept returns for up to thirty (30) calendar days after delivery. Contractor is not required to accept returns after this time period. Contractor shall offer a credit or refund in accordance with Section 36, Credit Policy. Contractor may impose a Restocking Fee in accordance with Section 37, 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 Fee, in accordance with Section 37, Restocking Fee, 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. CUSTOM PRODUCT RETURN POLICY

Order agencies shall accrue no charges for custom product if the product is defective or freight damaged. Any other custom product can be returned by any ordering agency but may be subject to fees to remove customization (VAS), in addition to the fee specified in Section 37, Restocking Fees. These fees may be negotiated between the Contractor, ordering agency and the State Contract Administrator.

35. CREDIT POLICY

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

- Items shipped in error.
- Defective or freight-damaged items.
- Unopened product (within fifteen (15) days of delivery).
- Items that are non-compliant with the specification(s)/Purchase Order requirements (within fifteen (15) days of delivery).

All other items returned in accordance with Section 34, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Section 37, 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/refund or replacement of all products, including those covered by manufacturer warranties as stated in Section 43, Warranty. Contractor cannot require the ordering agency to deal directly with the manufacturer.

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Contract User Instructions**36. RESTOCKING FEES**

The Contractor may impose a restocking fee for returns for reasons not listed in 36, Credit Policy. Re-stocking fee for this contract shall be no greater than 10 percent.

The packaging and documentation provisions of Section 33, Return Policy, shall apply to re-stocked items.

37. INVOICING

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

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
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

38. 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 Section 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.

Contract (Mandatory) 1-22-70-30 *Supplement 8*
Contract User Instructions

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.

39. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Section 38, 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](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities).

40. 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 #
NWN Corporation	100-937005

41. 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 contract.

Contract (Mandatory) 1-22-70-30 *Supplement 8*
Contract User Instructions**42. 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 bid price cost shall include the manufacturer's warranty cost.

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.

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.

Contract (Mandatory) 1-22-70-30 *Supplement 8*
Contract User Instructions**43. QUALITY ASSURANCE GUARANTEES**

The Contractor shall represent and warrant that all products 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. Contractors 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.

44. EQUIPMENT REPLACEMENT DURING WARRANTY

If the product provided fails to perform in accordance with technical 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.

45. WARRANTY REPAIR RESPONSE TIME

The Contractor must provide warranty in accordance with the following times after notification from an authorized purchaser of a problem with any of the goods included on contract.

Metropolitan Areas shall be 8x5x8 Next Business Day 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 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.

46. RECYCLED CONTENT

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

Contract (Mandatory) 1-22-70-30 *Supplement 8*
Contract User Instructions**47. SB/DVBE PARTICIPATION**

This contract contains no Small Business (SB) participation.

The Disabled Veteran Business Enterprise (DVBE) certifications and percentages 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 #	DVBE Percent (%)
Global Blue DVBE	Subcontractor	#1567640	12.5%
Shade & Partners Technology	Subcontractor	#1747904	12.5%

DVBE Participation: 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 25 percent of the total VAS sales for the entire contract term.

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).

Any irregularities or concerns regarding prime or 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

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

Contract (Mandatory) 1-22-70-30 *Supplement 8*
Contract User Instructions**48. 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.

49. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

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.

50. VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (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 conduct a CUF evaluation or request the completion of the following required certifications and forms:

- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

State departments should make a notation of this within their procurement file.

Contract (Mandatory) 1-22-70-30 *Supplement 8*
Contract User Instructions

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.

51. GEN-AI PROCURMENT PROCEDURES

State departments are required to obtain a GenAI Reporting and Factsheet (STD 1000) from the Contractor prior to issuing a Purchase Order.

If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence. State departments must retain the STD 1000 in their procurement file, and if applicable, the confirmation the purchase may proceed.

52. TAKE-BACK/TRADE IN

Before any Take-Back/Trade-In 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.

The Take-Back service for similar equipment, including other OEM equipment. This service is for non-working equipment.

It is not mandatory that the ordering agency use the Take-Back/Trade-In service offered. The equipment returned as part of the Take Back/Trade-In service shall be environmentally responsibly managed. To the greatest extent feasible, the equipment is to be refurbished for resale or recycled.

Customers requesting to return equipment purchased from NWN should:

- Notify their sales representative immediately.
- NWN will request an RMA from the manufacturer.
 - If the manufacturer issues an RMA to NWN, NWN will issue an RMA to the customer along with instructions on how to return the item.
- Upon receipt of a credit memo or refund from the manufacturer, NWN will issue a credit memo to the customer for the purchase of the item less any restocking fees (not to exceed 10 percent) charged by the manufacturer.

Contract (Mandatory) 1-22-70-30 *Supplement 8*
Contract User Instructions**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](https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm) (<https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm>) for a breakdown of the fees.

54. ATTACHMENTS

Supplement 5 Attachment A1 – Contract Pricing (Desktops) dated 2/21/2024
Attachment A2 – Contract Pricing (Thin Desktops) Supplement 1 dated 8/18/2022
Supplement 8 Attachment A3 – Contract Pricing (Laptops) dated 11/14/2024
Attachment A4 – Contract Pricing (Thin Laptops) Supplement 1 dated 8/18/2022
Attachment A5 – Contract Pricing (Chromebooks) Supplement 1 dated 8/18/2022
Supplement 8 Attachment A6 – Contract Pricing (Monitors) dated 11/14/2024
Attachment B – PC Goods Specifications (70-30) dated December 15, 2021
Attachment C – Postconsumer Content Certification Workbook (PCRC)
Attachment D – Deployment and Logistics Workbook (D&L)



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 6

Incorporates Supplements 1-6

ISSUE AND EFFECTIVE DATE: ***August 1, 2024***

CONTRACT NUMBER: 1-22-70-35

DESCRIPTION: PC Goods – Getac, Rugged Laptops

CONTRACTOR: NWN Corporation

CONTRACT TERM: 07/01/2022 through 06/30/2026

STATE CONTRACT ADMINISTRATOR: Lynne Edison

(279) 946-8417

Lynne.Edison@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 09/05/2014](#)

(<https://www.dgs.ca.gov/-/media/7DC4270A6D324C8FB923562A0AC482AD.ashx>)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

<p>Mailing Address: 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670</p>	<p>Fax/Email: Fax: (916) 637-2200 Email: SCA_Sales_Team@nwnit.com</p>	<p>Contact Information: NWN Corporation Time Meade Phone: (916) 637-2200 Email: SCA_Sales_Team@nwnit.com</p>
<p>Contractor Website: https://www.nwnit.com/about-us/contracts/ <i>OEM MSRP/Price List is contained within the Contractor's website.</i></p>		

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Mandatory) 1-22-70-35 **Supplement 6**
Contract User Instructions

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions, if required, are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Sections	Supplement Date
<i>*6*</i>	<i>*Subject contract for PC Goods, Getac, is hereby modified to reflect the following changes: ➤ Article 50 and Article 51 have been added.*</i>	<i>*8/1/2024*</i>
5	Subject contract for PC Goods, Getac, is hereby modified to reflect the following changes: ➤ Contract term has been updated.	6/5/2024
4	Subject contract for PC Goods, Getac, is hereby modified to reflect the following changes: Article 4 SB/DVBE Off-Ramp Provision: Update Evaluation and Off Ramp Documentation sections.	3/16/2023
3	Subject contract for PC Goods, Getac, is hereby modified to reflect the following changes: ➤ Order Placement Information: Mailing address has been updated. ➤ Article 18: Mailing address has been updated. Article 32: Mailing address has been updated.	2/22/2023
2	Subject contract for PC Goods, Getac, is hereby modified to reflect the following changes: ➤ Article 17: Clarify purchasing guidelines for optional accessories, VAS, and extended warranties. Article 47: Clarify that all VAS are included for the 25 percent DVBE participation spend.	10/12/2022
1	Subject contract for PC Goods, Getac, is hereby modified to reflect the following changes: ➤ Article 4: Update SCM Volume reference ➤ Article 12: Add timeframe for quotes. ➤ Article 17: Clarify minimum order requirements ➤ Attachment A: Add Microsoft Auto-Pilot Service/Registration to the VAS; correct Unit of Measure for D&L and Emergency Services.	8/18/2022
N/A	Original Contract Posted	7/1/2022

All other terms and conditions remain the same.

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions

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STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

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Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions**1. SCOPE**

The State's contract with NWN Corporation (NWN) (Contractor) provides Getac PC Goods, Rugged Laptops at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-70-35. 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 this contract 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 period 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 may be terminated 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.

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions

- 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 section.

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](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (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

This contract 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.

The rules outlined herein are exclusive to this contract 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.

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User InstructionsA. 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	Departments must obtain price quotations from California-certified SB, MB, or DVBE supplier(s) as follows: <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, Section 1601.1. Quotes must be obtained from suppliers of the same certification type (SB or DVBE).
Evaluation	State departments must document in the procurement file that the products being purchased are: <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 total order value before taxes statewide contract for the equivalent products based on the

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions

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

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 contact. • 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. • Authorized Reseller Letter (if applicable)

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions

Requirement	Description / Procedure
	Refer to SCM Volume 2 for additional documentation requirements.

5. EXEMPT PURCHASES

To purchase PC Goods equipment outside the contract requires an approved exemption from the State Contract Administrator. Please refer to [Hardware Contract Exemption](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-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**

All items in Attachment A, Contract Pricing, must meet or exceed all minimum technical requirements detailed in Attachment B, Minimum Technical Requirements. Option/Upgrades are intended to augment proposed configurations. Offers for core items at a lesser discount will not be considered.

Contractor shall provide the Value-Added Services (VAS) listed in Attachment A, Contract Pricing. A statement of work (SOW) may be required when some VAS are ordered.

An SOW is required for all purchases that include Deployment and Logistics (D&L). D&L is limited to the subtasks outlined in Attachment D, Deployment and Logistics Breakdown. The D&L subtasks are broken down into project based and product-based tasks. The product-based tasks have a per unit time-base assigned. The timeframes noted on Attachment D for product-based tasks cannot change. The timeframes for project-based tasks will depend on the scope of the project (number of units ordered, staggered delivery to a single or multiple locations, etc.). Ordering agencies should review the timeframes the Contractor is charging for project-based tasks to determine if they are appropriate.

Once a SOW is submitted to the Contractor, the Contractor shall use Attachment D, Deployment and Logistics Breakdown to identify the specific tasks they will

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performing as well as a time breakdown per task/unit. The Contractor's final D&L breakdown should be included in the SOW and the total hours should be listed on the quote. Subtasks not shown in the breakdown shall not be included in the D&L.

B. Non-Core Products

Only products meeting or exceeding the specifications of Attachment B, Minimum Technical Requirements, within the scope this contract may be purchased under this contract. Non-Core items meeting or exceeding the specifications may be quoted by the Contractor. The Contractor must submit non-core configurations to the State Contract Administrator for approval prior to quoting the non-core configuration as a contract item. The base criteria to consider non-core items are:

- All items are directly related to the common configuration.
- Items do not conflict with any other mandatory statewide commodities contract.

Non-Core Items must be offered at the same core discount appropriate for the product category group: Core Configuration, Option/Upgrade, and VAS groups. Offers for non-core items may be offered at a greater discount than the contract discount. Offers for non-core items at a lesser discount will not be considered.

Products outside the scope of this contract may not be purchased from this contract.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B, PC Goods Specification, dated December 15, 2021.

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.

Contact	Phone	Email
Tim Meade	(916) 637-2200	SCA_Sales_Team@nwnit.com

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Contract User Instructions**10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS**

An Electronic Catalog / Contract Website specific to this contract is available and contains the following data elements at minimum: Detailed line-item descriptions of the products offered through this contract

- Warranty
- State-specific current contract pricing
- SB/DVBE participation information
- Quote generation
- Contractor's customer service contact information
- OEM/MSRP/Price List (current and archives)

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 ensure 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. Quotes from the Contractor must be effective for thirty (30) days after issuance. The quote must include the following data elements:

- | | |
|--|--|
| • Contractor Letterhead | • Manufacturer's Part Number/SKU |
| • Quote "Prepared By" Name and Contact Information | • OEM Price List/Index Price |
| • Quote Number | • Contract Discount |
| • Date of Quote | • Contract Unit Price |
| • Ordering Agency Name | • Extended Price (Quantity x Contract Price) |
| • Ordering Agency Contact Person | • Subtotals of Taxable and Non-Taxable Items |
| • Contract Number | • Rate and Calculated Tax |
| • Contract Line-Item Number (CLIN) | • Applicable Fees |
| • Quantity | • Grand Total |
| • Core/Non-Core (Y/N) | |
| • Description of Item | |

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.

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Contract User Instructions

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
- 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 Contractor 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. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

For State departments, a signed certification of compliance with state information technology (IT) policies is required for all IT acquisitions of hardware, software, and services that cost \$5,000 or more. The policy and required format is provided in SAM Section 4819.41.

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](#)

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Contract User Instructions

(<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (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)
- Line-Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

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

This contract contains a minimum order of one (1) complete* configuration (i.e., desktop, laptop, etc.).

Portable Monitors are treated as a peripheral to a laptop and can only be purchased with a laptop. Portable monitors are not available on stand-alone monitor contracts.

VAS cannot be purchased as a stand-alone item. VAS can only be purchased with the purchase of a complete configuration. If an ordering agency determines there is a need for

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VAS and it was not included on their initial PO, the ordering agency may purchase after the initial PO, but it can be only for product purchased from this contract.

Optional Accessories cannot be purchased as stand-alone items. They can only be purchased with the purchase of a complete configuration. If an ordering agency determines there is a need for these items and they were not included on their initial PO, the ordering agency may purchase these items after the initial PO, but it must be within ninety (90) days of the initial PO and the items must be for the product purchased from the contract only.

Extended Warranties may be purchased after the initial PO if purchased prior to the current warranty's expiration. Extended Warranties can only be purchased for product purchased from this contract.

If agencies are unable to amend the initial PO, they may issue a new PO as long as it is tied back to the initial PO (i.e., comment included on new PO). Additional and/or amended PO's must be issued prior to contract expiration.

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: NWN Corporation 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670	Facsimile: (916) 596-4800	Email: SCA_Sales_Team@nwnit.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

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Contract User Instructions

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

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 forty-eight (48) hours 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
- 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.

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 Section 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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Contract User Instructions**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) unless otherwise agreed to by the ordering agency. Due to the current market conditions, actual delivery schedules may exceed the thirty (30) day delivery requirement. Departments are required to work with Contractors on delivery timelines. If there are any questions, please contact the State Contract Administrator.

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 to be followed 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 final 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.

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Contract User Instructions**25. PALLETS**

Unless otherwise specified on the ordering agency's purchase order document, standard commercially available pallet sizes should be used. All pallets shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the location than delivering at time of delivery.

26. SHIPPED ORDERS

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

27. 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

28. 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
- Ordering Agency Contact Information

29. INSTALLATION

Contractor shall provide installation as a VAS. Physical installation includes coordination of installation with State representative, power-up, installation of latest firmware, installation of software and updates and removal of trade-in equipment and dunnage. Testing and diagnostics must include execution of a suite of hardware and software. The basic configuration must be completed and accepted by a State representative.

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Contract User Instructions

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

Installation will require an SOW if D&L is included in the purchase order. Please refer to Section 7A, Contract Items.

30. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the General Provisions, Article 16 titled Inspection, Acceptance and Rejection.

31. CUSTOM PRODUCT ACCEPTANCE PROCESS

Contractor shall supply the ordering agency with one (1) complete custom configuration for inspection of the series of units on the Purchase Order, completed in accordance with the specifications, including all requested items and sub-components. Arrangements for inspection shall be made only when customization of the unit is complete.

Contractor shall receive notice within five (5) business days of inspection indicating that the unit is either acceptable or not acceptable. Unacceptable or non-compliant items will be identified at the time of notification. Contractor shall provide the corrected unit for inspection within ten (10) business days after notification from the State.

After inspection and acceptance by the State, the accepted custom unit shall be the criteria or basis for acceptance of the balance of the delivery. This will not constitute final acceptance of each unit remaining on the Purchase Order.

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	NWN Corporation
Contact Name:	Lynne Edison	Kathy Thomas
Telephone:	(279) 946-8417	(916) 637-2185
Facsimile:	N/A	(916)-596-4800
Email:	Lynne Edison@dgs.ca.gov	kthomas@nwnit.com
Address:	DGS/Procurement Division Attn: Lynne Edison 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	NWN Corporation ATTN: Kathy Thomas 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions**33. RETURN POLICY**

Contractor shall accept returns for up to thirty (30) calendar days after delivery. Contractor is not required to accept returns after this time period. Contractor shall offer a credit or refund in accordance with Section 36, Credit Policy. Contractor may impose a Restocking Fee in accordance with Section 37, 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 Fee, in accordance with Section 37, Restocking Fee, 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. CUSTOM PRODUCT RETURN POLICY

Order agencies shall accrue no charges for custom product if the product is defective or freight damaged. Any other custom product can be returned by any ordering agency but may be subject to fees to remove customization (VAS), in addition to the fee specified in Section 37, Restocking Fees. These fees may be negotiated between the Contractor, ordering agency and the State Contract Administrator.

35. CREDIT POLICY

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

- Items shipped in error.
- Defective or freight-damaged items.
- Unopened product (within fifteen (15) days of delivery).
- Items that are non-compliant with the specification(s)/Purchase Order requirements (within fifteen (15) days of delivery).

All other items returned in accordance with Section 34, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Section 37, 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/refund or replacement of all products, including those covered by manufacturer warranties as stated in Section 43, Warranty. Contractor cannot require the ordering agency to deal directly with the manufacturer.

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions**36.RESTOCKING FEES**

The Contractor may impose a restocking fee for returns for reasons not listed in 36, Credit Policy. Re-stocking fee for this contract shall be no greater than 10 percent.

The packaging and documentation provisions of Section 34, Return Policy, shall apply to re-stocked items.

37.INVOICING

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

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
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

38.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 Section 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.

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions**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.

39. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Section 38, 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](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities>).

40. 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 #
NWN Corporation	100-937005

41. 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 contract.

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions**42. 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 bid price cost shall include the manufacturer's warranty cost.

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.

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.

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions**43. QUALITY ASSURANCE GUARANTEES**

The Contractor shall represent and warrant that all products 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. Contractors 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.

44. EQUIPMENT REPLACEMENT DURING WARRANTY

If the product provided fails to perform in accordance with technical 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.

45. WARRANTY REPAIR RESPONSE TIME

The Contractor must provide warranty in accordance with the following times after notification from an authorized purchaser of a problem with any of the goods included on contract.

Metropolitan Areas shall be 8x5x8 Next Business Day 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 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.

46. RECYCLED CONTENT

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

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Contract User Instructions**47. SB/DVBE PARTICIPATION**

This contract contains no Small Business (SB) participation.

The Disabled Veteran Business Enterprise (DVBE) certifications and percentages 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 #	DVBE Percent (%)
Global Blue DVBE	Subcontractor	#1567640	12.5%
Shade & Partners Technology	Subcontractor	#1747904	12.5%

DVBE Participation: 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 25 percent of the total VAS sales for the entire contract term.

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).

Any irregularities or concerns regarding prime or 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

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

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Contract User Instructions**48. 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.

49. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

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.

50. *VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (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 conduct a CUF evaluation or request the completion of the following required certifications and forms:

- *Bidder Declaration Form (GSPD 05-105)*
- *DVBE Declaration Form (DGS-PD 843)*
- *Darfur Contracting Act Form*
- *California Civil Rights Certification Form*
- *Iran Contracting Act Certification*
- *Russian Sanctions Agreement*
- *Federal Debarment*

State departments should make a notation of this within their procurement file.

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions

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.***

51. GENERATIVE AI PROCUREMENT PROCEDURES

State departments are required to obtain a GenAI Reporting and Factsheet (STD 1000) from the Contractor prior to issuing a Purchase Order.

If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence. State departments must retain the STD 1000 in their procurement file, and if applicable, the confirmation the purchase may proceed.*

52. TAKE-BACK/TRADE IN

Before any Take-Back/Trade-In 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.

The Take-Back service for similar equipment, including other OEM equipment. This service is for non-working equipment.

It is not mandatory that the ordering agency use the Take-Back/Trade-In service offered. The equipment returned as part of the Take Back/Trade-In service shall be environmentally responsibly managed. To the greatest extent feasible, the equipment is to be refurbished for resale or recycled.

Customers requesting to return equipment purchased from NWN should:

- Notify their sales representative immediately.
- NWN will request an RMA from the manufacturer.
 - If the manufacturer issues an RMA to NWN, NWN will issue an RMA to the customer along with instructions on how to return the item.
- Upon receipt of a credit memo or refund from the manufacturer, NWN will issue a credit memo to the customer for the purchase of the item less any restocking fees (not to exceed 10 percent) charged by the manufacturer.

Contract (Mandatory) 1-22-70-35 *Supplement 6*
Contract User Instructions**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](https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm) (https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm) for a breakdown of the fees.

54. ATTACHMENTS

Attachment A – Contract Pricing (Rugged Laptops) Supplement 1 dated 8/18/2022
Attachment B – PC Goods Specifications (70-35) dated December 15, 2021
Attachment C – Postconsumer Content Certification Workbook (PCRC)
Attachment D – Deployment and Logistics Workbook (D&L)



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 5

(Incorporates Supplements 1 – 5)

ISSUE AND EFFECTIVE DATE: ***9/19/2024***

CONTRACT NUMBER: 1-21-70-04A

DESCRIPTION: Printers and Multifunction
 Devices (MFD's)

CONTRACTOR: NWN Corporation

CONTRACT TERM: 8/21/2021 through ***8/20/2026***

STATE CONTRACT ADMINISTRATOR: Steve Funderburk
 (279) 946-8352

Steve.Funderburk@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 09/05/2014](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

Mailing Address:

NWN Corporation
 11070 Whiterock Road, Ste.
 250
 Rancho Cordova, CA 95670

Fax:

Fax: (916) 596-4800

Email:

SCA_Sales_Team@nwnit.com

Contact Information:

Tim Meade
 Phone: (916) 637-2200
 Email:
tmeade@nwncarousel.com

Contractor Website: <https://nwncarousel.com/contracts/california-contracts/>

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ****Supplement 5****

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	Supplement Date
<i>*5*</i>	<p><i>*Subject contract for Printers and Multifunction Devices (MFD's) is hereby modified to reflect the following changes:</i></p> <ul style="list-style-type: none"> ➤ <i>Cover Page: Contract has been extended from 8/20/2025 to 8/20/2026</i> ➤ <i>Article 48: Updated language and added list of vetted forms and certifications</i> ➤ <i>Attachment A – Contract Pricing: Groups 1A and 1D product refresh.</i> ➤ <i>Attachment B – Configuration Specification: Groups 1A and 1D product refresh.</i> ➤ <i>Attachment C – PCRC Worksheet: Updated PCRC*</i> 	<i>*9/19/2024*</i>
4	<p>Subject contract for Printers and Multifunction Devices (MFD's) is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Cover Page: Contract has been extended from 8/20/2024 to 8/20/2025 	9/14/2023
3	<p>Subject contract for Printers and Multifunction Devices (MFD's) is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Section 7, 8, 28, 40, 45, 50: Updated to Supplement 3. ➤ Attachment A – Contract Pricing: Groups 1B, 1E, and 3D product refresh. ➤ Attachment B – Configuration Specification: Groups 1B, 1E, and 3D product refresh. ➤ Attachment C – PCRC Worksheet: Updated product refresh PCRC 	6/7/2023
2	<p>Subject contract for Printers and Multifunction Devices (MFD's) is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Cover Page, Section 10: Contractor website updated ➤ Cover Page, Section 9, 28, 29, 31: Contractor contact information updated ➤ Section 4.A, 7, 8, 40, 48: Updated language ➤ Attachment A – Contract Pricing: Group 1C product refresh, pricing corrected 	3/16/2023

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

Supplement Number	Description/Articles	Supplement Date
	➤ Attachment B – Configuration Specification: Group 1C product refresh	
1	<p>Subject contract for Printers and Multifunction Devices (MFD's) is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Sections 7, 8, 28, 40, 45, & 49: Updated language ➤ Section 31: Updated contact information ➤ Added Section 47: Certification of Payment to DVBE Subcontractors ➤ Attachment A – Contract Pricing: Updated pricing and OEM/SKU numbers ➤ Attachment C – PCRC Worksheet: Updated information 	6/13/2022
N/A	Original Contract Posted	8/21/2021

All other terms and conditions remain the same.

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Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5*****1. SCOPE**

The State's contract with NWN Corporation (Contractor) provides Printers and Multifunction Devices (MFD's) at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-21-70-04A. 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 Printers and MFD's 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 may be terminated 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 3, 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.

Contract (Mandatory) 1-21-70-04A
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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](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (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 Printers and MFD’s Statewide Contract 1-21-70-04A 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.

The rules outlined herein are exclusive to the Printers and MFD’s Statewide Contract 1-21-70-04A 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

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

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	Departments must obtain price quotations from California-certified SB, MB, or DVBE supplier(s) as follows: <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 3, Chap.4. Quotes must be obtained from suppliers of the same certification type (SB or DVBE).
Evaluation	State departments must document in the procurement file that the products being purchased are: <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.

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Requirement	Description / Procedure
<p>Identifying Off Ramp purchases</p>	<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			
PURCHASING AUTHORITY PURCHASE ORDER			
STD. 65 (REV. 7/2003)			
CONTRACT REGISTRATION NUMBER		AGENCY ORDER NUMBER	AMENDMENT NO.
CP1234567		12-HQ-0092	
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 P T O	Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: Jane Doe (916) 375-1111		AGENCY BILLING CODE
	B I L L L L		99999
	Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: John Doe (916) 375-1111		PURCHASING AUTHORITY NUMBER
			9G-0113-DGS-HQ1
			LEVERAGED PROCUREMENT AGREEMENT NO.
			OFF RAMP

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5*****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 3 for additional documentation requirements.</p>

5. EXEMPT PURCHASES

To purchase Printers/MFD's other than the contract Printers/MFD's requires an approved exemption from the State Contract Administrator. Please refer to [Hardware Contract Exemption](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption) for information and the required justification forms regarding the exemption process.

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 items include devices, consumables, extended warranties, upgrade options and accessories, and value-added services (VAS) and are available in Attachment A, Contract Pricing, Supplement 3, at a fixed contract price. Offers for core items at a lesser discount or higher price will not be considered.

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Purchase of Consumables is non-mandatory and is only available for printers purchased from this contract. If purchasing consumables from this contract, the device's serial number will be required. Consumables may also be purchased from Statewide Contract 1-19-75-60 - Toner and Ink Cartridges (New OEM).

B. Non-Core Items

Non-core items are items within the scope of the contract that have not been identified by the State as high-use core items but are in the OEM Price List. Only devices within the family of machines of the core devices that meet or exceed the requirements in Attachment B, Configuration Specification, Supplement 3 may be purchased under this contract.

Family is defined as all like Printers/MFD's within the defined Printer/MFD type. For example, if a core Printer/MFD is Model 1234, the family of non-core Printers/MFD's would include all 12XX series Printers/MFD's but would not include 13XX series Printers/MFD's.

The base criteria to consider non-core items are:

- Items are directly related to a Core Device or within the core family of printers.
- The discounts meet the contract discount for that type of item and the List Price is from the OEM's most current commercially available price list.
- Items do not conflict with any other mandatory statewide commodities contract (exception: Consumables; see 7.A., Core Items).

Non-core items will be offered at the same core discount appropriate for the product type:

- Core Devices
- Consumables – Black
- Consumables – Color
- Consumables – Cyan
- Consumables – Magenta
- Consumables – Yellow
- Consumables – Other
- Extended Warranties
- Upgrade options and accessories

Non-core discounts vary by device and are listed in Attachment A, Contract Pricing, Supplement 3.

Offers for any items may be at a greater discount than the core contract discounts. Offers for non-core items at a lesser discount will not be considered.

Products outside the scope of this contract may not be purchased from this contract.

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5*****8. SPECIFICATIONS**

All products listed on Attachment A, Contract Pricing, Supplement 3, conform to Attachment B, Configuration Specification, Supplement 3.

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; and
- Are designated for training and general customer service follow-up.

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

Contact	Phone	Email
Tim Meade	(916) 637-2200	tmeade@nwncarousel.com

10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

The Electronic Catalog / Contract Website specific to the Statewide contract for Printers and MFD's is <https://nwncarousel.com/contracts/california-contracts/> and contains the following data elements at minimum:

- Commercially available OEM Price List (current and archives)

11. NON-CORE QUOTE FORMAT

The Contractor shall provide a non-core quote to ordering agencies in MS Excel spreadsheet format. The quote must include the following data elements:

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

Contract (Mandatory) 1-21-70-04A
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- Core/Non-Core (Y/N)
- Description of Item
- Manufacturer's Part Number/SKU
- OEM Price List/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

12. PRODUCT SUBSTITUTIONS

Products meeting or exceeding the configuration specifications 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 configuration specifications 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.

13. 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
- Models, products, and services included in the promotion
- Promotional pricing

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

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

14. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

For State departments, a signed certification of compliance with state information technology (IT) policies is required for all IT acquisitions of hardware, software, and services that cost \$5,000 or more. The policy and required format is provided in SAM Section 4819.41.

15. 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](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (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)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

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 PROCUREMENT DIVISION

Contract (Mandatory) 1-21-70-04A
 Contract User Instructions, ***Supplement 5***

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

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).

16. MINIMUM ORDER

There is no minimum order. Consumables, extended warranty, upgrade options and accessories and value-added services may be purchased with a Printer/MFD or following the purchase of a Printer/MFD at any point during the life of the contract.

17. 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: NWN Corporation 2969 Prospect Park Drive, Suite 225 Rancho Cordova, CA 95670	Facsimile: (916) 596-4800	Email: SCA_Sales_Team@nwnit.com

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

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5*****18. 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
- Contain non-contract terms and conditions

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

19. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within forty-eight (48) hours 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

20. 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.

21. 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 12, Product Substitutions)

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

- 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.

22. 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 institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

23. 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.

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5*****24. SHIPPED ORDERS**

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

25. 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

26. 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

27. 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.

28. VALUE ADDED SERVICES

The following Value-added services (VAS) are available at the prices indicated in Attachment A, Contract Pricing, Supplement 3.

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5*****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
- 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, 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 Printer/MFD 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 (part of Deployment and Logistics).
- **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.

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

- 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.

C. Data Wiping:

Data wiping shall be in accordance with DoD5220.22-M established guidelines or National Industrial Security Program NIST 800-88 Clear and Purge.

D. Take Back

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 being returned for credit or recycle
- Contact Contractor for a quote/estimate for trade-in for value/credit towards a purchase
- Contact Contractor to arrange for pickup
- 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.

Ink/toner Cartridge Take Back: The Contractor offers a take back program for returning spent ink/toner cartridges at no cost to the State, by means of a prepaid return shipping label. Spent toner cartridges are recycled in the new cartridge box.

Contact Tim Meade at tmeade@nwncarousel.com or (916) 637-2200 for more information.

E. Deployment and Logistics (D&L)

D&L is special equipment handling and coordination of multiple and/or staggered deliveries on large deployments per the following descriptions. D&L requires a Statement of Work to be written by the ordering agency, on ordering agency letterhead. D&L shall include but is not limited to:

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

- Project Coordinator
Duties include, but are not limited to: Coordinate special/incremental/staged deliveries with customer. Schedule delivery personnel, plan implementation of customer's installation schedule, organize work assignments, conduct accounting of received goods and reconcile with customer, tracking back orders as needed.
- Warehouse Technician
Duties include, but are not limited to: Receive and de-palletize equipment, unbox equipment, dispose of dunnage. Re-package equipment, palletize equipment and prepare for shipment.
- Warehousing
Storage of customer equipment prior to delivery in a secure, monitored, insured facility with regular inventory checks. Charge shall not begin until the 31st day of storage.
- Advanced Training
Anything above and beyond Basic Training. Descriptions of Advanced Training will be required with each order breakdown.

F. Stairs Delivery

If delivery location has more than one (1) floor but no elevator, ordering agencies may purchase stairs delivery.

29. TRADE-IN PROGRAM

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

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

- Identify the equipment being returned for credit or recycle
- Contact Contractor for a quote/estimate for trade-in for value/credit towards a purchase
- Contact Contractor to arrange for pickup
- 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 Tim Meade at tmeade@nwncarousel.com or (916) 637-2200 for more information

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5*****30.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. 09/05/2014).

31.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	NWN Corporation
Contact Name:	Steve Funderburk	Kathy Thomas
Telephone:	(279) 946-8352	(916) 637-2185
Facsimile:	N/A	(916) 596-4800
Email:	Steve.Funderburk@dgs.ca.gov	kthomas@nwncarousel.com
Address:	DGS/Procurement Division Attn: Steve Funderburk 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	NWN Corporation Attn: Kathy Thomas 11070 Whiterock Road, Ste. 250 Rancho Cordova, CA 95670

32.RETURN POLICY

The Contractor will accept all products for return if returned prior to acceptance by the State in accordance with Article 30, Inspection and Acceptance. The Contractor shall offer a credit or refund in accordance with Article 33, Credit Policy. Contractor may impose a Restocking Fee in accordance with Article 34, 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 Fee, in accordance with Article 34, Restocking Fee, 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.

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5*****33. CREDIT POLICY**

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

- Items shipped in error
- Defective or freight-damaged items
- Unopened product (prior to acceptance)

All other items returned in accordance with Article 32, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Article 34, 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/refund or replacement of all products, including those covered by manufacturer warranties as stated in Article 40, Warranty. The Contractor cannot require the ordering agency to deal directly with the manufacturer.

34. 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
- Items that are not accepted
- Unopened product (prior to acceptance)

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 32, Return Policy, shall apply to re-stocked items.

35. 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
- Prompt payment discounts/cash discounts, if applicable

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

- Totals for each order

36. PAYMENTA. 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 15, 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 3 and SCM-F. 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) 1-21-70-04A
Contract User Instructions, ***Supplement 5*****37. CAL-CARD INVOICING**

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 35, 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](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities>).

38. 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 3 and SCM-F.

Contractor Name	Seller Permit #
NWN Corporation	100-937005

39. 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.

40. 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 will cover any gaps between manufacturer’s warranty and the State’s requirements. Warranty services described herein will apply to the minimum three (3) year warranty requirement and extended warranty option. 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.

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

- 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.

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 authorized purchaser'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 authorized purchaser'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 State chooses to keep the hard drives. Replacement parts installed will become the property of the authorized purchaser.

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 authorized purchaser 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.

The Contractor shall offer extended warranties at the discount off list price in Attachment A, Contract Pricing, Supplement 3.

41. 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.

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5*****42. EQUIPMENT REPLACEMENT DURING WARRANTY**

If the product provided fails to perform in accordance with technical 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.

43. PRINCIPAL PERIOD OF MAINTENANCEGroup 1

The Contractor must provide Ship Exchange within 3 Business Days. If a technician is utilized prior to shipping new unit, remediation must be underway within 48 hours.

Group 3

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

- Metropolitan Areas shall be 8x5x2 two (2) hour call back, 8x5 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 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.

44. SERVICE RELATED LIQUIDATED DAMAGES

The Contractor will be responsible for liquidated damages after exceeding twenty-four (24) work hours of not meeting the required timeframes defined in Article 43, Principle Period of Maintenance. The liquidated damages will be assessed at the rate of \$100.00 per working day until the equipment is fixed, replaced, or loaner equipment is provided. A similar printer may be substituted until the required printer is available.

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

The total value of the liquidated damages shall not exceed the value of the device. The State will not participate in a rebate program.

This provision applies to all Printers and MFD's.

45. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form for the Contractor is attached (Attachment C, Supplement 3).

46. SB/DVBE PARTICIPATION

The Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and percentages 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 #	SB Percent (%)	DVBE Percent (%)	Work to be Performed
Shade & Partners Technology	Subcontractor	1747904	1.5%	1.5%	Deployment and Logistics, Asset Tagging, Installation, Take Back, Trade-In, Delivery, Customer Support, Warranty Services
Global Blue DVBE	Subcontractor	1567640	1.5%	1.5%	Deployment and Logistics, Asset Tagging, Take Back, Trade-In, Customer Support, Warranty Services

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

The Contractor has committed to SB and DVBE participation at total statewide contract levels of 3 percent and 3 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).

Contract (Mandatory) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

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

47. 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.

48. *VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (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 conduct a CUF evaluation or request the completion of the following required certifications and forms:

- ***GenAI Disclosure & Factsheet (STD 1000)***
- ***Bidder Declaration Form (GSPD 05-105)***
- ***DVBE Declaration Form (DGS-PD 843)***
- ***Darfur Contracting Act Form***
- ***California Civil Rights Certification Form***
- ***Iran Contracting Act Certification***
- ***Russian Sanctions Agreement***
- ***Federal Debarment***

State departments 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) 1-21-70-04A
Contract User Instructions, ***Supplement 5***

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.

49. 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](https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm) (<https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm>) for a breakdown of the fees.

50. ATTACHMENTS

Attachment A – Contract Pricing, Supplement ***5***

Attachment B – Configuration Specification Supplement ***5***

Attachment C – Postconsumer Content Certification Workbook, Supplement ***5***



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 7

**(Incorporates Supplements 1 – 7) **

ISSUE AND EFFECTIVE DATE: *7/24/2024*
CONTRACT NUMBER: 1-21-70-08C
DESCRIPTION: 2-in-1 Devices, HP
CONTRACTOR: NWN Corporation
CONTRACT TERM: 08/01/2021 through 07/31/2025
STATE CONTRACT ADMINISTRATOR: Rudolph Jimenez 279-946-8312 Rudolph.Jimenez@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 09/05/2014](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

<p>Mailing Address: 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670</p>	<p>Fax/Email: Fax: (916) 596-4800 Ordering: SCA_Sales_Team@nwnit.com Quotes: SCA_Sales_Team@nwnit.com</p>	<p>Contact Information: Contact: Tim Meade Phone: (916) 637-2200 Fax: (916) 596-4800 TMeade@nwnit.com</p>
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Department of General Services
Procurement Division

2-in-1 Devices
Contract 1-21-70-08C, ***Supplement 7***

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	Supplement Date
7	<i>*Subject contract for HP 2-in-1 Devices is hereby modified to reflect the following changes: ➤ Article 45: Bidder Declaration/ Commercially Useful Function (CUF) has been updated to a new title and language.*</i>	*7/24/2024*
6	Subject contract for HP 2-in-1 Devices is hereby modified to reflect the following changes: ➤ Cover Page & Article 30: State Contract Administrator has been changed.	6/20/2024
5	Subject contract for HP 2-in-1 Devices is hereby modified to reflect the following changes: ➤ Cover page: Contract is hereby extended to 7/31/2025.	6/1/2023
4	Subject contract for HP 2-in-1 Devices is hereby modified to reflect the following changes: ➤ Cover page order placement information: Mailing address has been updated. ➤ Article 4: Language has been changed. ➤ Article 17: Mailing address has been updated. ➤ Article 30: Mailing address has been updated.	2/27/2023
3	Subject contract for HP 2-in-1 Devices is hereby modified to reflect the following changes: ➤ Article 10: Contractor's website added ➤ Article 16: Language added. ➤ Article 45: Language modified	10/17/2022
2	Subject contract for HP 2-in-1 Devices is hereby modified to reflect the following changes: ➤ Article 44: Added Certification of Payments to DVBE Subcontractors section.	5/5/2022
1	Subject contract for HP 2-in-1 Devices is hereby modified to reflect the following changes: ➤ Front Page: Contract Administrator phone number has been updated. ➤ Article 30: Contract Administrator phone number has been updated.	1/11/2022
N/A	Original Contract Posted	7/27/2021

All other terms and conditions remain the same.

7/24/2024

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1. SCOPE

The State's Contract 1-21-70-08C with NWN Corporation provides HP 2-in-1 Devices at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract 1-21-70-08C. 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 HP 2-in-1 Devices 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 period 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 may be terminated 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 except in cases of emergency as defined in Public Contract Code (PCC), Section 1102.
- 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 3 and SCM-F 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.
- 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](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (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 2-in-1 Devices Statewide Contract 1-21-70-08C 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.

The rules outlined herein are exclusive to the 2-in-1 Devices Statewide Contract 1-21-70-08C 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 3, Chap.4. Quotes must be obtained from suppliers of the same certification type (SB or DVBE).
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.

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

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 contact. • 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.

Requirement	Description / Procedure
	Refer to SCM Volume 3 for additional documentation requirements.

5. EXEMPT PURCHASES

To purchase 2-in-1 Devices other than the contract 2-in-1 Devices requires an approved exemption from the State Contract Administrator. Please refer to [Hardware Contract Exemption \(https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption\)](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption) for information and the required justification forms regarding the exemption process.

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

Category	Contract Discount
2-in-1 Devices	59%
Accessories/Peripherals	50%
Warranty/Services	50%

A. Core Items

All items in Attachment A, Contract Pricing, must meet or exceed all minimum technical requirements detailed in Attachment B, Minimum Technical Requirements. Upgrades and Options are intended to augment proposed configurations. Extended Warranty Options are available as Service Options and Upgrades and are intended to augment the warranty furnished with the contract equipment. Offers for core items at a lesser discount will not be considered.

Contractor shall provide the Value Added Services listed in Attachment A, Contract Pricing, related to 2-in-1 Devices. A statement of work (SOW) may be required when some Value Added Services are ordered.

A SOW is required for all purchases that include Deployment and Logistics (D&L). D&L is limited to the subtasks outlined in Attachment D, Deployment and Logistics Breakdown. The D&L subtasks are broken down into project based and product-based tasks. The product-based tasks have a per unit time-base assigned. The timeframes noted on Attachment D for product-based tasks cannot change.

The timeframes for project-based tasks will depend on the scope of the project (number of units ordered, staggered delivery to a single or multiple locations, etc.). Ordering agencies should review the timeframes the Contractor is charging for project-based tasks to determine if they are appropriate.

Once a SOW is submitted to the Contractor, the Contractor shall use Attachment D, Deployment and Logistics Breakdown to identify the specific tasks they will performing as well as a time breakdown per task/unit. The Contractor's final D&L breakdown should be included in the SOW and the total hours should be listed on the quote. Subtasks not shown in the breakdown shall not be included in the D&L.

B. Non-Core Products

Only products meeting or exceeding the specifications of Attachment B, Minimum Technical Requirements, within the scope of the 2-in-1 Devices categories may be purchased under this contract. Non-Core items meeting or exceeding the specifications may be quoted by the Contractor. The base criteria to consider non-core items are:

- All items are directly related to the common configuration.
- The discounts and the List Price from the OEM's most current publically available Index meet the contract discount for that type of item.
- Items do not conflict with any other mandatory statewide commodities contract.

Non-Core Items must be offered at the same core discount appropriate for the product type: 2-in-1 Devices, Accessories/Peripherals, Warranty/Services, or Value Added Services. Offers for non-core items may be offered at a greater discount than the contract discount. Offers for non-core items at a lesser discount will not be considered.

Products outside the scope of the 2-in-1 Devices category may not be purchased from this contract. State departments may request an Exemption and these requests require approval by the DGS-PD State Contract Administrator. Refer to Article 5, Exempt Purchases.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B, Bid Minimum Technical Requirements.

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.

Contact	Phone	Email
Customer Service Unit	(916) 637-2200	SCA_Sales_Team@nwnit.com

10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

An Electronic Catalog / Contract Website specific to the Statewide contract for HP 2-in-1 Devices is available and contains the following data elements at minimum:

- Commercially available OEM Price List (current and archives)

Contract Website
https://hp2b.hp.com/webapp/wcs/stores/servlet/en-US/hp2bfed/NWN-CA-MSIP

11. NON-CORE QUOTE FORMAT

The Contractor shall provide a non-core quote to ordering agencies in MS Excel spreadsheet format that contain at minimum the following information:

- Contractor Letterhead
- Quote "Prepared By" Name and Contact Information
- Quote Number
- Date of Quote
- Ordering Agency Name
- Ordering Agency Contact Person
- Contract Number
- Contract Line Item Number (CLIN)
- Quantity
- Core/Non-Core (Y/N)
- Description of Item
- Manufacturer's Part Number/SKU
- OEM Price List/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

12. PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS

Devices 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 requirements 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 requirements to meet the updated marketplace standards. Obsolescence of a product 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.

13. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer ordering agencies purchasers 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
- 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 Contractor 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.

14. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

For State departments, a signed certification of compliance with state information technology (IT) policies is required for all IT acquisitions of hardware, software, and services that cost \$5,000 or more. The policy and required format are provided in SAM Section 4819.41.

15. 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](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (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)
- 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.

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).

16. MINIMUM ORDER

The minimum order shall be one (1) 2-in-1 Device.

VAS cannot be purchased as a stand-alone item. VAS can only be purchased with the purchase of a device. If an ordering agency determines there is a need for VAS and it was not included on their initial PO, the ordering agency may purchase after the initial PO, but it can be only for product purchased from this contract.

Optional Accessories cannot be purchased as stand-alone items. They can only be purchased with the purchase of a complete configuration. If an ordering agency determines there is a need for these items and they were not included on their initial PO, the ordering agency may purchase

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these items after the initial PO, but it must be within ninety (90) days of the initial PO and the items must be for the product purchased from the contract only.

Extended Warranties may be purchased after the initial PO if it is purchased prior to the current warranty's expiration. Extended Warranties can only be purchased for product purchased from this contract.

If agencies are unable to amend the initial PO, they may issue a new PO as long as it is tied back to the initial PO (i.e., comment included on new PO). Additional and/or amended PO's must be issued prior to contract expiration.

17. 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		
US Mail: 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670	Fax: (916) 596-4800	Email: SCA_Sales_Team@nwnit.com

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

18. 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
- Contain non-contract terms and conditions

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

19. ORDER RECEIPT CONFIRMATION

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

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- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Anticipated delivery date

20. 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.

21. 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 12, Product Substitutions/Discontinued Items)
- 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.

22. 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.

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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 institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

23.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.

24.SHIPPED ORDERS

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

25.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
- Destination
- All information contained on the packing label

26.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

27. 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.

28. INSTALLATION

Installation is available on the contract as a Value Added Service. Physical installation includes coordination of installation with State representative, power-up, installation of latest firmware, installation of software and updates and, if applicable, removal of trade-in equipment and dunnage. Testing and diagnostics must include execution of a suite of hardware and software. The basic configuration must be completed and accepted by a State representative.

Installation shall include electronic documentation, including configuration instructions, at no additional price. Installation may be purchased at the price shown on Attachment A, Contract Pricing. This line item requires a Statement of Work.

29. 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. 09/05/2014).

30. 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	NWN Corporation
Contact Name:	Rudolph Jimenez	Kathy Thomas
Telephone:	279-946-8312	(916) 637-2185
Facsimile:	(916) 375-4613	(916) 596-4800
Email:	Rudolph.Jimenez@dgs.ca.gov	Kthomas@nwnit.com
Address:	DGS/Procurement Division Attn: Rudolph Jimenez 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	NWN Corporation Attn: Kathy Thomas 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670

31. RETURN POLICY

Contractor will accept all unopened products for return if returned prior to acceptance by the State in accordance with Article 29, Inspection and Acceptance. Contractor shall offer a credit or refund in accordance with Article 32, Credit Policy. Contractor may impose a Restocking Fee in accordance with Section Article 33, 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

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Contractor shall not charge for these materials in excess of the Contractor's cost or the Restocking Fee, in accordance with Article 33, Restocking Fees, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering department 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.

32. CREDIT POLICY

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

- Items shipped in error
- Defective or freight-damaged items
- Unopened product (prior to acceptance)

All other items returned in accordance with Article 31, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Article 33, 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/refund or replacement of all products, including those covered by manufacturer warranties as stated in Article 39, Warranty. Contractor cannot require the ordering agency to deal directly with the manufacturer.

33. 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
- Items that are not accepted
- Unopened product (prior to acceptance)

Re-stocking fees for all other reasons can be no greater than ten percent (10%) of the value of the items needing re-stocking.

The packaging and documentation provisions of Article 31, Return Policy, shall apply to re-stocked items.

34. INVOICING

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

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Procurement Division

2-in-1 Devices
Contract 1-21-70-08C, ***Supplement 7***

- 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
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

35. 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 15, 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 3 and SCM-F. 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.

36. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 34, 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 \(https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities\)](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities).

37. 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 3 and SCM-F.

Contractor Name	Seller Permit #
NWN Corporation	100-937005

38. 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.

39. WARRANTY

The Contractor must honor the manufactures' warranties and guarantees for the term required in Attachment B – Minimum Specification for the product type 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.

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- 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.

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 authorized purchaser'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 authorized purchaser'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 State chooses to keep the hard drives. Replacement parts installed will become the property of the authorized purchaser.

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 authorized purchaser between State or local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

Contractor shall offer upgraded/extended warranty at the discount off list price in Attachment A, Contract Pricing.

40. QUALITY ASSURANCE GUARANTEES

The Contractor shall represent and warrant that 2-in-1 Devices 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. Contractors must use new products, parts, and components for all new equipment purchased by the State. Contractors may use parts that are equal in performance to new parts for warranty replacement repair parts only if it does not violate manufacturers' warranty.

41. EQUIPMENT REPLACEMENT DURING WARRANTY

If the product provided fails to perform in accordance with technical 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.

42. RECYCLED CONTENT

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

43. SB/DVBE PARTICIPATION

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

Name	Prime or Subcontractor	OSDS Certification #	SB Percent (%)	DVBE Percent (%)	Work to be Performed
Shade & Partners Technology	Subcontractor	1747904	1.5%	1.5%	Asset Tagging, Installation, Imaging, Take-Back, Deployment and Logistics
Global Blue DVBE	Subcontractor	1567640	1.5%	1.5%	Invoicing, Order management, Project Management, and Customer Support

State departments must identify Subcontractors on individual purchase documents whenever Subcontractors have been identified.

The Contractor has committed to SB and DVBE participation at total statewide contract levels of 3% and 3%, 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 Purchase Order.

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.

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

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

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

44. 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.

45. VETTED FORMS/CERTIFICATIONS

****The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (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 conduct a CUF evaluation or request the completion of the following required certifications and forms:***

- ***GenAI Disclosure & Factsheet (STD 1000)***
- ***Bidder Declaration Form (GSPD 05-105)***
- ***DVBE Declaration Form (DGS-PD 843)***
- ***Darfur Contracting Act Form***
- ***California Civil Rights Certification Form***
- ***Iran Contracting Act Certification***
- ***Russian Sanctions Agreement***
- ***Federal Debarment***

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:

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

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.

46. 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.

NWN, Corp. 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 being returned for credit or recycle
- Contact Contractor for a quote/estimate for trade-in for value/credit towards a purchase
- Contact Contractor to arrange for pickup

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 re-marketable the equipment will be recycled.

47. TRADE-IN

Before Trade-In 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.

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

- Identify the equipment being returned for credit or recycle
- Contact Contractor for a quote/estimate for trade-in for value/credit towards a purchase
- Contact Contractor to arrange for pickup

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- Remove and retain data storage media (including but not limited to any hard disk drive(s) in the data storage device) prior to Trade-In or replacement, if defective.

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 re-marketable the equipment will be recycled.

48. 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](https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm) (<https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm>) for a breakdown of the fees.

49. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Minimum Technical Requirements
Attachment C – Post Consumer Recycled Content (PCRC) Percentages Worksheet
Attachment D – Deployment and Logistics Breakdown



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 6

**(Incorporates Supplements 1 – 6) **

ISSUE AND EFFECTIVE DATE: ***7/24/2024***

CONTRACT NUMBER: 1-21-70-08D

DESCRIPTION: Rugged Tablets/2-in-1 Devices, Getac

CONTRACTOR: NWN Corporation

CONTRACT TERM: 08/01/2021 through 07/31/2025

STATE CONTRACT ADMINISTRATOR: Rudolph Jimenez

279-946-8312

Rudolph.Jimenez@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 09/05/2014](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

ORDER PLACEMENT INFORMATION		
<p>Mailing Address: 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670</p>	<p>Fax/Email: Fax: (916) 596-4800 Ordering: SCA_Sales_Team@nwnit.com Quotes: SCA_Sales_Team@nwnit.com</p>	<p>Contact Information: Contact: Tim Meade Phone: (916) 637-2200 Fax: (916) 596-4800 TMeade@nwnit.com</p>

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	Supplement Date
<i>*6*</i>	<i>*Subject contract for HP 2-in-1 Devices is hereby modified to reflect the following changes: ➤ Article 45: Bidder Declaration/ Commercially Useful Function (CUF) has been updated to a new title and language. *</i>	<i>*7/24/2024*</i>
5	Subject contract for Getac Rugged/2-in-1 Devices is hereby modified to reflect the following changes: ➤ Cover Page & Article 30: State Contract Administrator has been changed.	6/20/2024
4	Subject contract for Getac Rugged/2-in-1 Devices is hereby modified to reflect the following changes: ➤ Cover page: Contract is hereby extended to 7/31/2025.	6/1/2023
3	Subject contract for Getac Rugged/2-in-1 Devices is hereby modified to reflect the following changes: ➤ Cover page order placement information: Mailing address has been updated. ➤ Article 4: Language has been changed. ➤ Article 17: Mailing address has been updated. ➤ Article 30: Mailing address has been updated.	2/27/2023
2	Subject contract for Getac Rugged/2-in-1 Devices is hereby modified to reflect the following changes: ➤ Article 10: Contractor's website added ➤ Article 16: Language added ➤ Article 45: Language modified	10/17/2022
1	Subject contract for Getac Rugged/2-in-1 Devices is hereby modified to reflect the following changes: ➤ Article 44: Added Certification of Payments to DVBE Subcontractors section.	5/5/2022
N/A	Original Contract Posted	7/27/2021

All other terms and conditions remain the same.

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1. SCOPE

The State's Contract 1-21-70-08D with NWN Corporation provides Getac Rugged Tablets and 2-in-1 Devices at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract 1-21-70-08D. 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 Getac Rugged Tablets and 2-in-1 Devices 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 period 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 may be terminated 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 except in cases of emergency as defined in Public Contract Code (PCC), Section 1102.
- 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 3 and SCM-F 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.
- 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](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (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 Rugged Tablets/2-in-1 Devices Statewide Contract 1-21-70-08D 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.

The rules outlined herein are exclusive to the Rugged Tablets/2-in-1 Devices Statewide Contract 1-21-70-08D 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 3, Chap.4. Quotes must be obtained from suppliers of the same certification type (SB or DVBE).
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.

Requirement	Description / Procedure
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		
PURCHASING AUTHORITY PURCHASE ORDER		
STD. 65 (REV. 7/2003)		
CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER	AMENDMENT NO.
CP1234567	12-HQ-0092	
DATE	PAGE	OF PAGE
01/10/2012	1	1
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.		
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

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 contact. • 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.

Requirement	Description / Procedure
	Refer to SCM Volume 3 for additional documentation requirements.

5. EXEMPT PURCHASES

To purchase Rugged Tablets/2-in-1 Devices other than the contract Rugged Tablets/2-in-1 Devices requires an approved exemption from the State Contract Administrator. Please refer to [Hardware Contract Exemption](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption>) for information and the required justification forms regarding the exemption process.

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

Category	Contract Discount
Rugged Tablets	26%
2-in-1 Devices	26%
Accessories/Peripherals	20%
Warranty/Services	17%

A. Core Items

All items in Attachment A, Contract Pricing, must meet or exceed all minimum technical requirements detailed in Attachment B, Minimum Technical Requirements. Upgrades and Options are intended to augment proposed configurations. Extended Warranty Options are available as Service Options and Upgrades and are intended to augment the warranty furnished with the contract equipment. Offers for core items at a lesser discount will not be considered.

Contractor shall provide the Value Added Services listed in Attachment A, Contract Pricing, related to Rugged Tablets/2-in-1 Devices. A statement of work (SOW) may be required when some Value Added Services are ordered.

A SOW is required for all purchases that include Deployment and Logistics (D&L). D&L is limited to the subtasks outlined in Attachment D, Deployment and Logistics Breakdown. The

D&L subtasks are broken down into project based and product-based tasks. The product-based tasks have a per unit time-base assigned. The timeframes noted on Attachment D for product-based tasks cannot change.

The timeframes for project-based tasks will depend on the scope of the project (number of units ordered, staggered delivery to a single or multiple locations, etc.). Ordering agencies should review the timeframes the Contractor is charging for project-based tasks to determine if they are appropriate.

Once a SOW is submitted to the Contractor, the Contractor shall use Attachment D, Deployment and Logistics Breakdown to identify the specific tasks they will performing as well as a time breakdown per task/unit. The Contractor's final D&L breakdown should be included in the SOW and the total hours should be listed on the quote. Subtasks not shown in the breakdown shall not be included in the D&L.

B. Non-Core Products

Only products meeting or exceeding the specifications of Attachment B, Minimum Technical Requirements, within the scope of the Rugged Tablets/2-in-1 Devices categories may be purchased under this contract. Non-Core items meeting or exceeding the specifications may be quoted by the Contractor. The base criteria to consider non-core items are:

- All items are directly related to the common configuration.
- The discounts and the List Price from the OEM's most current publically available Index meet the contract discount for that type of item.
- Items do not conflict with any other mandatory statewide commodities contract.

Non-Core Items must be offered at the same core discount appropriate for the product type: Rugged Tablets, 2-in-1 Devices, Accessories/Peripherals, Warranty/Services, or Value Added Services. Offers for non-core items may be offered at a greater discount than the contract discount. Offers for non-core items at a lesser discount will not be considered.

Products outside the scope of the Rugged Tablets/2-in-1 Devices categories may not be purchased from this contract. State departments may request an Exemption and these requests require approval by the DGS-PD State Contract Administrator. Refer to Article 5, Exempt Purchases.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B, Bid Minimum Technical Requirements.

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.

Contact	Phone	Email
Customer Service Unit	(916) 637-2200	SCA Sales Team@nwnit.com

10.ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

An Electronic Catalog / Contract Website specific to the Statewide contract for Getac Rugged Tablets/2-in-1 Devices is available and contains the following data elements at minimum:

- Commercially available OEM Price List (current and archives)

Contract Website
https://hp2b.hp.com/webapp/wcs/stores/servlet/en-US/hp2bfed/NWN-CA-MSIP

11.NON-CORE QUOTE FORMAT

The Contractor shall provide a non-core quote to ordering agencies in MS Excel spreadsheet format that contain at minimum the following information:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Contractor Letterhead • Quote “Prepared By” Name and Contact Information • Quote Number • Date of Quote • Ordering Agency Name • Ordering Agency Contact Person • Contract Number • Contract Line Item Number (CLIN) • Quantity • Core/Non-Core (Y/N) • Description of Item | <ul style="list-style-type: none"> • Manufacturer’s Part Number/SKU • OEM Price List/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 |
|---|---|

12.PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS

Devices 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.

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The Contractor shall not substitute products or requirements 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 requirements to meet the updated marketplace standards. Obsolescence of a product 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.

13. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer ordering agencies purchasers 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
- 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 Contractor 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.

14. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

For State departments, a signed certification of compliance with state information technology (IT) policies is required for all IT acquisitions of hardware, software, and services that cost \$5,000 or more. The policy and required format is provided in SAM Section 4819.41.

15. 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](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD Forms).

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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)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

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).

16. MINIMUM ORDER

The minimum order shall be one (1) Rugged Tablet or 2-in-1 Device.

VAS cannot be purchased as a stand-alone item. VAS can only be purchased with the purchase of a device. If an ordering agency determines there is a need for VAS and it was not included on their initial PO, the ordering agency may purchase after the initial PO, but it can be only for product purchased from this contract.

Optional Accessories cannot be purchased as stand-alone items. They can only be purchased with the purchase of a complete configuration. If an ordering agency determines there is a need for these items and they were not included on their initial PO, the ordering agency may purchase these items after the initial PO, but it must be within ninety (90) days of the initial PO and the items must be for the product purchased from the contract only.

Extended Warranties may be purchased after the initial PO if it is purchased prior to the current warranty's expiration. Extended Warranties can only be purchased for product purchased from this contract.

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If agencies are unable to amend the initial PO, they may issue a new PO as long as it is tied back to the initial PO (i.e., comment included on new PO). Additional and/or amended PO's must be issued prior to contract expiration.

17. 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		
US Mail: 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670	Fax: (916) 596-4800	Email: SCA_Sales_Team@nwnit.com

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

18. 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
- Contain non-contract terms and conditions

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

19. ORDER RECEIPT CONFIRMATION

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

- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Anticipated delivery date

20. 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.

21. 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 12, Product Substitutions/Discontinued Items)
- 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.

22. 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.

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C. Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

23. 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.

24. SHIPPED ORDERS

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

25. 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
- Destination
- All information contained on the packing label

26. 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

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27. 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.

28. INSTALLATION

Installation is available on the contract as a Value Added Service. Physical installation includes coordination of installation with State representative, power-up, installation of latest firmware, installation of software and updates and, if applicable, removal of trade-in equipment and dunnage. Testing and diagnostics must include execution of a suite of hardware and software. The basic configuration must be completed and accepted by a State representative.

Installation shall include electronic documentation, including configuration instructions, at no additional price. Installation may be purchased at the price shown on Attachment A, Contract Pricing. This line item requires a Statement of Work.

29. 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. 09/05/2014).

30. 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	NWN Corporation
Contact Name:	Rudolph Jimenez	Kathy Thomas
Telephone:	279-946-8312	(916) 637-2185
Facsimile:	(916) 375-4613	(916) 596-4800
Email:	Rudolph.Jimenez@dgs.ca.gov	Kthomas@nwnit.com
Address:	DGS/Procurement Division Attn: Rudolph Jimenez 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	NWN Corporation Attn: Kathy Thomas 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670

31. RETURN POLICY

Contractor will accept all unopened products for return if returned prior to acceptance by the State in accordance with Article 29, Inspection and Acceptance. Contractor shall offer a credit or refund in accordance with Article 32, Credit Policy. Contractor may impose a Restocking Fee in accordance with Section Article 33, 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

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Contractor shall not charge for these materials in excess of the Contractor's cost or the Restocking Fee, in accordance with Article 33, Restocking Fees, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering department 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.

32. CREDIT POLICY

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

- Items shipped in error
- Defective or freight-damaged items
- Unopened product (prior to acceptance)

All other items returned in accordance with Article 31, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Article 33, 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/refund or replacement of all products, including those covered by manufacturer warranties as stated in Article 39, Warranty. Contractor cannot require the ordering agency to deal directly with the manufacturer.

33. 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
- Items that are not accepted
- Unopened product (prior to acceptance)

Re-stocking fees for all other reasons can be no greater than ten percent (10%) of the value of the items needing re-stocking.

The packaging and documentation provisions of Article 31, Return Policy, shall apply to re-stocked items.

34. INVOICING

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

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- 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
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

35. 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 15, 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 3 and SCM-F. 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.

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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.

36. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 34, 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 \(https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities\)](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities).

37. 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 3 and SCM-F.

Contractor Name	Seller Permit #
NWN Corporation	100-937005

38. 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.

39. WARRANTY

The Contractor must honor the manufactures' warranties and guarantees for the term required in Attachment B – Minimum Specification for the product type 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.

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- 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.

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 authorized purchaser'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 authorized purchaser'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 State chooses to keep the hard drives. Replacement parts installed will become the property of the authorized purchaser.

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 authorized purchaser between State or local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

Contractor shall offer upgraded/extended warranty at the discount off list price in Attachment A, Contract Pricing.

40. QUALITY ASSURANCE GUARANTEES

The Contractor shall represent and warrant that Rugged Tablets/2-in-1 Devices 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. Contractors must use new products, parts, and components for all new equipment purchased by the State. Contractors may use parts that are equal in performance to new parts for warranty replacement repair parts only if it does not violate manufacturers' warranty.

41. EQUIPMENT REPLACEMENT DURING WARRANTY

If the product provided fails to perform in accordance with technical 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.

42. RECYCLED CONTENT

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

43. SB/DVBE PARTICIPATION

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

Name	Prime or Subcontractor	OSDS Certification #	SB Percent (%)	DVBE Percent (%)	Work to be Performed
Shade & Partners Technology	Subcontractor	1747904	1.5%	1.5%	Asset Tagging, Installation, Imaging, Take-Back, Deployment and Logistics
Global Blue DVBE	Subcontractor	1567640	1.5%	1.5%	Invocing, Order management, Project Management, and Customer Support

State departments must identify Subcontractors on individual purchase documents whenever Subcontractors have been identified.

The Contractor has committed to SB and DVBE participation at total statewide contract levels of 3% and 3%, 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 Purchase Order.

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.

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

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

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

44. 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.

45. VETTED FORMS/CERTIFICATIONS

****The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (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 conduct a CUF evaluation or request the completion of the following required certifications and forms:***

- ***GenAI Disclosure & Factsheet (STD 1000)***
- ***Bidder Declaration Form (GSPD 05-105)***
- ***DVBE Declaration Form (DGS-PD 843)***
- ***Darfur Contracting Act Form***
- ***California Civil Rights Certification Form***
- ***Iran Contracting Act Certification***
- ***Russian Sanctions Agreement***
- ***Federal Debarment***

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:

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

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.

46. 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.

NWN, Corp. 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 being returned for credit or recycle
- Contact Contractor for a quote/estimate for trade-in for value/credit towards a purchase
- Contact Contractor to arrange for pickup

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 re-marketable the equipment will be recycled.

47. TRADE-IN

Before Trade-In 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.

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

- Identify the equipment being returned for credit or recycle
- Contact Contractor for a quote/estimate for trade-in for value/credit towards a purchase

Department of General Services
Procurement Division

Rugged Tablets/2-in-1 Devices
Contract 1-21-70-08D, ***Supplement 6***

- Contact Contractor to arrange for pickup
- Remove and retain data storage media (including but not limited to any hard disk drive(s) in the data storage device) prior to Trade-In or replacement, if defective.

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 re-marketable the equipment will be recycled.

48. 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](https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm) (<https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm>) for a breakdown of the fees.

49. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Minimum Technical Requirements
Attachment C – Post Consumer Recycled Content (PCRC) Percentages Worksheet
Attachment D – Deployment and Logistics Breakdown

State of California

User Instructions for Structured Cabling Services

Effective Date: ~~08/19/2019~~ 11/01/2023

NON-MANDATORY STATEWIDE CONTRACT

Issued by:

State of California

California Department of Technology

Statewide Technology Procurement

P.O. Box 1810, MS-Y12

Rancho Cordova, CA 95741

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A. Scope and Overview

These User/Ordering Instructions are specific to the Statewide contract for telecommunication (telecom) Structured Cabling Services (SCS) awarded under IFB STP-SW-SCS-1 issued by the California Department of Technology (CDT), Statewide Technology Procurement (STP). The Statewide contract is awarded to multiple Contractors and provides the opportunity to acquire structured cabling services in one (1) or more of the following groups:

1. Group 1: Inside Plant Cabling;
2. Group 2: Outside Plant Cabling.

B. Contract Availability and Restrictions

1. The use of this Statewide contract is non-mandatory. This contract is available for use by State of California departments and any city, county, special district, educational agency, local government body or corporation empowered to expend public funds. While the state makes this contract available, each local government entity should make its own determination whether the Statewide contract is consistent with their procurement policies and regulations.

Note: Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all agencies eligible to utilize this contract. Ordering and usage instructions exclusive to California state departments shall be identified within each section.

2. The use of this contract is specific to telecom services, goods, and projects.
3. Ordering agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Public Contract Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 3 or F, as applicable.
4. Prior to placing orders against this contract, departments must have telecom purchasing authority issued by CDT.

Per the State Contracting Manual (SCM) and State Telecommunications Management Manual, Ordering Agencies may have been provided a purchasing authority delegation from either the Department of General

Services (DGS), Procurement Division for Information Technology goods and services or CDT STP and the CALNET Program for Telecommunications goods and services, or both. The use of this contract allows customers telecommunications purchasing delegation from the CDT to procure goods and services offered within this contract. The usage of this contract is not mandatory and goods and services offered herein are outside from the CALNET contract services.

5. The following restrictions apply to all State departments.

Products/Services available on Mandatory Statewide Contracts including CALNET Products and services available on Mandatory California Statewide Contracts cannot be purchased on this Statewide contract without an exemption.

C. Contract Term

The term for this Statewide contract is from the date of the state's approval through August 18, ~~2022~~2024, or upon termination by the State, whichever occurs first. The state, at its sole discretion, may exercise its option to execute up to ~~two-one~~ (12), two (2) year extensions for a maximum Contract term of seven (7) years (includes Base Contract term plus all optional extensions).

Note: Orders placed under this Statewide contract shall be executed on or before the expiration date of the contract term. All contracts, orders and the delivery of goods/services requested through this Statewide contract must be completed within 12 months following the expiration of the contract term.

D. Contract Management

Refer to the individual Statewide contract which contains the state and Contractor's assigned Contract Managers.

E. Contract Information

Refer to Attachment A below for a list of awarded Contractors. Copies of the Statewide contracts are accessible at CDT's website or on Cal eProcure, respectively, by clicking on either of the links below:

CDT's website: [Link to CDT Contract Home Page](#)

Cal eProcure: [Link to Cal eProcure Home Page](#)

F. Order Limits

There is no order minimum for this Statewide contract. The maximum order is \$500,000.00. State departments are required to submit a STD. 65 Purchasing Order (PO) to the state Contract Administrator for review and approval prior to execution of the PO if the contract award exceeds \$500,000.00 (See section I. Exemptions for additional requirements).

G. RFO Instructions

Ordering Agencies are required to send an RFO to a minimum of three (3) Contractors, including one (1) CA certified SB and/or DVBE (if available). However, Ordering Agencies are encouraged to send an RFO to all Contractors.

Note: For transactions under \$10,000 only one (1) offer is required if the Ordering Agency can establish and document that the price is fair and reasonable.

The list below is not inclusive and the Contractor shall review the RFO and its attachments for specific requirements. Items with an asterisk (*) may or may not be applicable to accompany the RFO depending on the Ordering Agency.

RFO content and attachments

1. Statement of Work (SOW); which includes:
 - a. The Prerequisite Requirements for work to commence
 - 1) Photos of beginning of job on CD*
 - 2) California State Fire Marshal (CSFM) CAD Drawings for affected SOW*
 - 3) List of Requirements (LOR) information (crew names including Construction Manager, driver's license #s, SSA #s, Cell Phone/Camera/Radio/Vehicle, etc.)*
 - b. Deliverables required after project/work is completed
 - 1) Full Site Completion (FSC) Letter*
 - 2) Updated As-Built CAD Drawings (hard copy)*
 - 3) Updated As-Built CAD Drawings in PDF and DWG on CD*

- 4) Photos of completed job on CD (w/White Board descriptions)*
 - 5) Passing Test results on CD*
 - 6) Minimum 1 year warranty on all project work and equipment from date of ordering agencies signature on the FSC Letter*
- c. Site Walkthrough Information*
- d. Ordering Agency specific requirements*
- e. PO Amendment
- 1) Agency PO cannot be amended if the Statewide contract has expired.
 - 2) The SCMs, Volumes 3 & F, provide the following direction regarding amendments to all types of LPA POs:

Original orders, which include options for changes (e.g., quantity and/or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.
2. Red lined drawings/plans from as-builts or construction plans identifying data and/or voice drop locations and/or WAP locations*
 3. Department Clearance Form*
 4. [Link to GSPD-05-105 Bidder Declaration Form](#). When completing the declaration form, vendors must identify all subcontractors proposed for participation in the contract. Vendors awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the state agrees to a substitution and it is incorporated by amendment to the contract.

At the state's option prior to award, vendors may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for an offer being rejected.
 5. Commercially Useful Function. State departments must follow their department's procurement policies and procedures to ensure all certified

Small Business (SB), micro business, and/or Disabled Veteran Business Enterprise (DVBE) contractors and/or subcontractors meet the commercially useful function requirements under Government Code Section 14837 (for SB) and Military and Veterans Code Section 999(e)(2)(for DVBE).

The following CUF form must be obtained from the Contractor with the submission of their offer:

[Link to DGS CUF form](#)

6. [Link to Std. 843 Disabled Veteran Business Enterprise Declaration form \(Std. 843\)](#). If soliciting offers from a certified DVBE, include the Std. 843 in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors.

H. SB/DVBE Participation

SB or DVBE participation is available for this contract as listed in Attachment A – Structured Cabling Contractor Ordering Information.

State departments are able to claim subcontracting dollars towards their SB or DVBE goals whenever the Contractor is a SB or DVBE, and/or subcontracts a commercially useful function to a certified SB or DVBE. The Contractor will provide the Ordering Agency with the name of the SB or DVBE used and the dollar amount the Ordering Agency can apply towards its SB or DVBE goal.

The Ordering Agency's PO must be addressed to the prime Contractor, and the PO must reference the information provided by the prime Contractor as outlined above.

I. Exemptions

When seeking an exemption, be please be advised that STP will request the following;

1. A summary of the project submitted to STP via an Exemption Request memo; including approval by the state department's Chief Information Officer (CIO) and Procurement and Contracting Officer (PCO), or the CIO's and PCO's designees;
2. The Ordering agency shall submit a draft RFO and Assessment Plan (e.g. instructions, templates) and any other supporting documents prior to release of the solicitation for STP review. Ordering agencies should allow up to 10 business days for review.

~~3.~~—The Ordering Agency is required to release the RFO to a minimum of ~~five~~three (35) STP approved vendors if the estimated contract award is ~~over~~between \$500,00001.00_ and \$1,000,000.00.

~~4.3. If the contract award exceeds \$1,000,000.00, the RFO must be released to a minimum of seven~~six (76) Contractors

~~5.4.~~ Prior to execution of a PO Agreement, the Ordering agency shall submit the completed, unsigned draft PO package and other pertinent supporting documentation (e.g. completed Assessment documents, Assessment and Selection Report, etc.) as applicable, to STP supporting the award of the Agreement.

This process must also be followed if an amendment will cause the original transaction amount to exceed \$500,000.00.

J. Problem Resolution/Supplier Performance

The parties shall use their best, good faith efforts to cooperatively resolve conflicts and problems that arise in connection with this Contract. When a conflict arises between the State and Contractor, both parties shall attempt to resolve the conflict pursuant to this Section if they agree *in writing* that use of this process shall be appropriate and likely to resolve the conflict. Both parties shall continue without delay to carry out all their respective responsibilities under this Contract while attempting to resolve the conflict under this Section.

Ordering agencies and/or Contractors shall inform the state Contract Administrator (listed in the Statewide contract) *in writing* of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes, but is not limited to, informal disputes, supplier performance, and outstanding deliveries.

STP reserves the right to request a copy of the Contract/Contractor Evaluation form, [STD. 4](#), from state departments with regard to a contractor's services notwithstanding positive or negative performance.

K. Contract Price List

Pricing in each Contractor's Price List is the maximum allowed. Offers submitted by the Contractor may not exceed each line item price unless superseded by prevailing wage, but may be lower based upon where work is being done and prevailing wage.

The Ordering Agency is encouraged to seek prices lower than those on the Contractor's Price List. When responding to an agency's Request for Offer (RFO), the Contractor can offer lower prices to be competitive.

1. Travel Cost

If an Ordering Agency's Request for Offer (RFO) allows for travel costs, reimbursement for Contractor's personnel for travel, per diem, lodging, meals and incidentals shall not exceed State rates current at the time of purchase as defined in the California Department of Human Resources Rules 599.615 to 599.635 (or rates defined by Prevailing Wage Law, if applicable). This can be viewed at [Link to Cal HR Travel Reimbursement Webpage](#). Travel costs allowed by the RFO shall be itemized separately on the Ordering Agency's purchase contract.

2. Supplemental Line Items

If there are line items not in a Contractor's Price List, but needed for a Contractor to quote a specific job or project, the Contractor can add these as Supplemental Line Items (SLI) on the Ordering Agency's cost sheet under the following conditions:

- a. These line items cannot be added to the RFO cost sheet if the item is already provided on the Contractor's approved Price List.
- b. If any portion of the work represented in an SLI is already provided as a single item on the Contractor's approved Price List, the existing line item must be used for that portion of the work
- c. The Contractor is required to detail the SLI as specific as possible (item description, why it's needed, etc.) in their RFO response.

L. Splitting Orders

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated POs (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

M. Free On Board (F.O.B.) Destination

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering organization'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.

N. Contractor Selection

1. If less than three (3) offers are received, Ordering Agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
2. The Ordering Agency must review the pricing provided on the Price List and confirm the unit pricing and/or rates are at or below the contracted cost.
3. The Ordering Agency must document in the procurement file the assessment and selection results based on best value criteria. Assess the offers received using best value methodology, with cost as one of the criteria. Examples of other criteria include:
 - a. reliability of delivery and implementation schedules;
 - b. industry and program experience; and/or
 - c. contractor expertise with engagements of similar scope and complexity.
4. The documentation must include all STP approved Contractors that were contacted, provide a recap of their offers and record how the selection was made, including criteria for determining best value. Regardless of other best value criteria used to accept an offer, price must always be used as one of the best value criterion.

O. Purchase Execution

State departments must use the PO, for purchase execution and complete it its entirety. An electronic version of the PO is available at the [Link to Office of State Publishing web site.](#)

The Ordering Agency's cost sheet and SOW shall accompany the PO. POs shall be processed in accordance with state contracting laws, policy, and procedures.

Local government entities shall, in lieu of the state's PO, use their own purchasing document.

P. Invoicing

Invoices shall contain the following information:

1. Ordering Agency's PO Number (STD.65)
2. Identification in detail the item acquired, quantities, unit price, extension, description, etc. (can be an attachment to the invoice)
3. Sales tax and/or use tax as a separate line item from goods
4. Identifies services provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service (can be an attachment to the invoice)
5. Accurate billing address as stated on the PO
6. Contractor's invoice number
7. Contractor's invoice date
8. Company name and remittance address
9. Payment terms offered

Ordering Agencies may require additional invoicing requirements which will be identified in the RFO and/or SOW.

Q. Payment

Payment terms for orders placed against the statewide contract are net 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 45 days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

The state's obligation to make payment pursuant to the contract is subject to availability of appropriation funds.

R. Public Works – DGS Pre-Approval Requirements

If the cabling services to be provided by the Contractor include the penetration of fire rated assemblies (walls, floors, etc.); in any way modify or require the alteration of Fire-Life-Safety systems; include the identification, testing, air monitoring, abatement of hazardous materials; modify structures, foundations or similar activities to those described above, the DGS will require

Department of Technology
Statewide Technology Procurement

Structured Cabling Services
User Instructions

the Scope of Work, RFO Drawings and Specifications to first be reviewed by DGS prior to State issuing a work order or PO or any work being performed. Further, Contractor should in all cases prepare and have available record drawings for any and all work performed in State buildings.

DGS Contact Information to send documents to review:

Joe Abdelsayed, Supervising Electrical Engineer
Link to Joseph.abdelsayed@dgs.ca.gov
916-375-4206

NOTE: DGS Pre-Approval does not apply to public works contracts, which are defined as projects under PCC § 10105, by agencies listed in PCC § 10106. Currently, in addition to DGS, those agencies are: the Department of Transportation (DOT), Department of Water Resources (DWR), Department of Boating and Waterways (DB&W), the Department of Corrections and Rehabilitation (CDCR) and the Military Department. These agencies may execute public works contracts for any amount and are not subject to the review and approval of the DGS (PCC § 10100 et seq.). The ordering agency must verify the current listed agencies to confirm status.

S. Payee Data Record (STD. 204)

A completed STD. 204 must be obtained from a vendor prior to executing a PO if the vendor is not a government entity and not identified in FI\$Cal prior to any payment released. State departments should forward a copy of the STD. 204 to their accounting office(s). The department's accounting office must ensure a completed STD. 204 is in the FI\$Cal system prior to releasing any payments. If department procedures require the department to have a STD. 204 on file, departments must obtain a copy from the vendors.

T. Contractor Reporting Requirement

1. The Contractor shall submit usage reports for all orders invoiced on a quarterly basis to the STP for all orders using the reporting template provided as an attachment to the Contractor's STP approved contract and in accordance with the Reporting Period and Due Dates specified below. Reports shall be submitted to Link to TechnologyProcurements@state.ca.gov.

Each Contractor is required to remit to the STP an Administrative Fee equal to 1.25% of the total of all Ordering Agencies' orders (excluding sales tax and freight) placed against any/all contracts related to this Statewide contract for the applicable quarter.

2. Reports are due for each quarter as follows:

Reporting Period	Due Date
Jul 1 to Sep 30	Oct 31
Oct 1 to Dec 31	Jan 31
Jan 1 to Mar 31	Apr 30
Apr 1 to Jun 30	Jul 31

U. Agency Responsibility

Ordering Agencies are responsible to ensure that the best value purchasing decision has been made and must compare all offers to ensure a best value purchasing decision.

Each Ordering Agency is responsible for its own contracting program and purchasing decisions, including use of this Statewide contract and associated outcomes. This responsibility includes, but is not necessarily limited to:

1. ensuring the necessity of the services;
2. securing appropriate funding;
3. complying with laws and policies;
4. preparing the PO in a manner that safeguards the State's interests;
5. obtaining required approvals; and
6. documenting compliance with Government Code 19130.b (3) for outsourcing services.

Ordering Agencies must evaluate the Contractor and proposed PO to determine if there are any potential conflict of interest issues.

It is the responsibility of each Ordering Agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the PO.

Attachment A – Structured Cabling Ordering Information (1 of 6)

Contractor Name	AT&T CORP.
Awarded Group(s)	Group 1: Inside Plant Cabling Group 2: Outside Plant Cabling
Contract Term	The term of the contract is three (3) years. The state, at its sole discretion, may exercise its option to execute up to two (2), two (2) year extensions for a maximum Contract term of seven (7) years (includes Base Contract term plus all optional extensions).
Contract Number	STP-SW-SCS-19-ATT
Contract Location	Link to Statewide Telecommunications Contracts Information Listing
Contact	Keith Nagel, Contract Manager
Phone	(916) 384-6175
Email	Link to Kn7135@att.com

Attachment A – Structured Cabling Ordering Information (2 of 6)
continued...

Contractor Name	IRISH COMMUNICATION COMPANY
Awarded Group(s)	Group 1: Inside Plant Cabling Group 2: Outside Plant Cabling
Contract Term	The term of the contract is three (3) years. The state, at its sole discretion, may exercise its option to execute up to two (2), two (2) year extensions for a maximum Contract term of seven (7) years (includes Base Contract term plus all optional extensions).
Contract Number	STP-SW-SCS-19-ICC
Contract Location	Link to Statewide Telecommunications Contracts Information Listing
Contact	Larry Manke
Phone	(626) 288-6170
Email	Link to LarryManke@irishteam.com

Attachment A – Structured Cabling Ordering Information (3 of 6)
continued...

Contractor Name	<p>MCI COMMUNICATIONS SERVICES LLC DBA VERIZON BUSINESS SERVICES(VERIZON)</p> <p>Subcontractors:</p> <ol style="list-style-type: none"> 1. Veterans Communication Services, Inc. (SB/DVBE; Extended Demarcation Wiring Services Related Infrastructure materials and labor) 2. Irish Communication Company (Extended Demarcation Wiring Services Related Infrastructure materials and labor) 3. HHS Construction Inc. (Extended Demarcation Wiring Services Related Infrastructure materials and labor)
Awarded Group(s)	<p>Group 1: Inside Plant Cabling</p> <p>Group 2: Outside Plant Cabling</p>
Contract Term	<p>The term of the contract is three (3) years. The state, at its sole discretion, may exercise its option to execute up to two (2), two (2) year extensions for a maximum Contract term of seven (7) years (includes Base Contract term plus all optional extensions).</p>
Contract Number	STP-SW-SCS-19-VZB
Contract Location	Link to Statewide Telecommunications Contracts Information Listing
Ordering Address	295 Parkshore Dr., Folsom, CA 95630
Contact	Devin Bautista, Contract Manager
Phone	(916) 779-5686
Email	Link to devin.bautista@verizon.com

Attachment A – Structured Cabling Ordering Information (4 of 6)
continued...

Contractor Name	NORSTAN COMMUNICATIONS, INC. DBA BLACK BOX NETWORK SERVICES Subcontractor: Professional Telecommunications Services, Inc. (SB/DVBE)
Awarded Group(s)	Group 1: Inside Plant Cabling Group 2: Outside Plant Cabling
Contract Term	The term of the contract is three (3) years. The state, at its sole discretion, may exercise its option to execute up to two (2), two (2) year extensions for a maximum Contract term of seven (7) years (includes Base Contract term plus all optional extensions).
Contract Number	STP-SW-SCS-19-BBX.
Contract Location	Link to Statewide Telecommunications Contracts Information Listing
Contact	Ian White, Director of Enterprise Operations
Phone	(310) 737-7317
Email	Link to Ian.White@blackbox.com

**Attachment A – Structured Cabling Ordering Information (5 of 6)
continued...**

Contractor Name	NWN CORPORATION Subcontractors: <ol style="list-style-type: none"> 1. JFC Network and Cabling Solutions, Inc. (SB; Inside Plant Services) 2. Sefnco Communications (Inside and Outside Plant Services) 3. 3D Datacom, Inc. (Inside Plant Services)
Awarded Group(s)	Group 1: Inside Plant Cabling Group 2: Outside Plant Cabling
Contract Term	The term of the contract is three (3) years. The state, at its sole discretion, may exercise its option to execute up to two (2), two (2) year extensions for a maximum Contract term of seven (7) years (includes Base Contract term plus all optional extensions).
Contract Number	STP-SW-SCS-19-NWN
Contract Location	Link to Statewide Telecommunications Contracts Information Listing
Contact	Tim Meade, Director of Sales – West
Phone	(916) 637-2200
Email	Link to TMeade@nwnit.com

Attachment A – Structured Cabling Ordering Information (6 of 6)
continued...

Contractor Name	VETERANS COMMUNICATION SERVICES, INC. (SB/DVBE) Subcontractor: HHS Construction, Inc. (Outside Plant and Substructure)
Awarded Group(s)	Group 1: Inside Plant Cabling Group 2: Outside Plant Cabling
Contract Term	The term of the contract is three (3) years. The state, at its sole discretion, may exercise its option to execute up to two (2), two (2) year extensions for a maximum Contract term of seven (7) years (includes Base Contract term plus all optional extensions).
Contract Number	STP-SW-SCS-19-VCM
Contract Location	Link to Statewide Telecommunications Contracts Information Listing
Contact	Mark Montgomery, President
Phone	1-909-974-1800
Email	Link to MMontgomery@Vetcomm.com

**EXHIBIT B
INSURANCE REQUIREMENTS**

City of Stockton's Insurance Requirements

REV 2024-03-25

Exhibit B:
Insurance Requirements
(Information Technology)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
- 4. Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic

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information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

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For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds

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\$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Vendor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202