



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 9**
Incorporates Supplements 1 – 9*

ISSUE AND EFFECTIVE DATE: ***August 11, 2023***

CONTRACT NUMBER: 1-19-70-19B-1

DESCRIPTION: Enterprise Technology
(Data Center Equipment)
Cisco - OEM

CONTRACTOR: NWN Corporation (NWN)

CONTRACT TERM: April 8, 2019 through March 31, 2024

STATE CONTRACT ADMINISTRATOR: ***Eugene Shemereko**

(279) 946-8028

Eugene.Shemereko@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](http://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_401IT.pdf)

(http://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_401IT.pdf)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

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Contact Information:
NWN Corporation
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Contractor Website: <https://www.nwnit.com/contracts/contract/price-sheets/>

OEM MSRP: <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>

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

SUMMARY OF CHANGES

| Supplement Number | Description/Articles | Supplement Date |
|-------------------|--|-------------------------|
| <i>*9*</i> | <i>*Subject contract for Enterprise Technology is hereby modified to reflect the following changes: ➤ Contract Administrator changed to Eugene Shemereko. Contact information updated on all applicable pages and articles. *</i> | <i>8/11/2023</i> |
| 8 | Subject contract for Enterprise Technology is hereby modified to reflect the following changes: Article 7: Clarify telecommunications and add CDT exemption. | 7/24/2023 |
| 7 | Subject contract for Enterprise Technology is hereby modified to reflect the following changes: ➤ Article 2: Update OEM name change; add Contractor DBA; update SCM Volume #. ➤ Article 5: Update SCM Volume #. ➤ Article 36: Update SCM Volume #. ➤ Article 38: Update SCM Volume #. | 4/24/2023 |
| 6 | Subject contract for Enterprise Technology is hereby modified to reflect the following changes: ➤ Front Page, Article 18, and Article 31: Change Contractor's physical address. This change does not change the remittance address in FI\$CAL. | 2/21/2023 |
| 5 | Subject contract for Enterprise Technology is hereby modified to reflect the following changes: ➤ Front Page: Update State Contract Administrator's phone number and expiration date of contract. ➤ Article 2: Add language for OEM services only. ➤ Article 31: Update State Contract Administrator's phone number. ➤ Article 45: Add Certification of Payments to DVBE Subcontractors. | 5/4/2022 |
| 4 | Subject contract for Enterprise Technology is hereby modified to reflect the following changes: ➤ Front Page: Extend contract. ➤ Article 2: Update language and Contractor name. ➤ Article 12: Update language. | 04/27/2021 |

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| Supplement Number | Description/Articles | Supplement Date |
|--------------------------|---|------------------------|
| 3 | <p>Subject contract for Enterprise Technology is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Effective January 31, 2020, the DGS-PD will no longer be approving quotes for Statewide Mandatory Contracts. Ordering agencies will still be responsible for reviewing their quotes and ensuring that they are purchasing within the scope of the contract. ➤ Article 2: Update language and contractor name. ➤ Article 7: Update language. ➤ Article 8: Update language. ➤ Article 17: Update Language. ➤ Article 19: Update language. ➤ Attachment 2 - Quote Review – Instructions and Sample Quote, Supplement 3: Updated language. | 02/06/2020 |
| 2 | <p>Subject contract for Enterprise Technology is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Front Page: Update Contractor link. ➤ Article 2: Update language. ➤ Article 6: Update language. ➤ Article 7: Update OEM and language. ➤ Article 17: Update language. ➤ Article 22: Article # correction. ➤ Article 32: Article # correction. ➤ Article 33: Article # correction. ➤ Article 34: Article # correction. ➤ Article 47: Update Contractor Link. ➤ Article 48: Add attachment. | 09/20/2019 |
| 1 | <p>Subject contract for Enterprise Technology is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Front page: Add IT GSPD link. ➤ Front page: Update Contract Administrator. ➤ Article 2: Add quote timeframes. ➤ Article 7: Update language. ➤ Article 8: Update language. ➤ Article 31: Update Contract Administrator. | 05/06/19 |
| N/A | Original Contract Posted | 04/01/2019 |

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with NWN Corporation (NWN) (Contractor) provides Cisco - Enterprise Technology at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-19-70-19B-2. 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 Cisco - 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 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 for hardware purchases only. All other products and Network Security are not mandatory.
- The use of the Enterprise Technology contracts is mandatory for all State of California departments for hardware purchase only. Network Security is not mandatory.
- 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.
- It is the responsibility of the Department to review quotes. Review includes accuracy against the MSRP, correct discounts, correct product, etc. Instructions are provided on Attachment 2, Quote Review – Instructions and Sample Quote.
- Departments may request OEM services only; however, the department must submit a written justification to the State Contract Administrator explaining why the Department cannot use the services provided by the Contractor. The justification must be approved by the State Contract Administrator prior to issuance of the purchase order.
- Departments may choose any OEM silo offered, however, it is highly recommended that the ordering department receive quotes from multiple Contractors within an OEM silo to ensure the best price for the State solution, while still meeting the needs of the department.
- Contract discounts are the minimum discount the Contractor is required to offer. Contractors may offer a better discount than the contract offers.
- Contractors have two (2) business days to respond to a quote request. Contact the State Contract Administrator if a Contractor does not respond to your quote request.

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- The OEM contract choices are:

| Arista Networks | | Cisco | |
|------------------------|---|---------------|------------------------------------|
| 1-19-70-19A | Enterprise Networking Solutions, Inc. DBA Optm West | 1-19-70-19B-1 | NWN Corporation |
| | | 1-19-70-19B-2 | Presidio Networked Solutions Group |

| Commvault | | Dell/EMC | |
|------------------|------------------------------------|-----------------|-------------------------------|
| 1-19-70-19C-1 | Presidio Networked Solutions Group | 1-19-70-19D-1 | Technology Integration Group |
| 1-19-70-19C-2 | Impex Technologies, Inc. | 1-19-70-19D-2 | Ahead, Inc. dba Kovarus, Inc. |
| 1-19-70-19C-3 | Insight Public Sector | | |

| Extreme Networks | | F5 | |
|-------------------------|---|-------------|--------------------|
| 1-19-70-19E-1 | EYEP Solutions (SB) | 1-19-70-19F | CDW-Government LLC |
| 1-19-70-19E-2 | Enterprise Networking Solutions, Inc. DBA Optm West | | |

| Fortinet | | HPE | |
|-----------------|------------------------------|---------------|----------------------|
| 1-19-70-19G-1 | SLED IT Solutions, Inc. (SB) | 1-19-70-19H-1 | Entisys 360 DBA e360 |
| 1-19-70-19G-2 | EYEP Solutions (SB) | 1-19-70-19H-2 | NWN Corporation |
| 1-19-70-19G-3 | Golden Star Technology | 1-19-70-19H-3 | CDW-Government LLC |

| IBM | | Juniper | |
|-------------|------------------------|----------------|---|
| 1-19-70-19I | Direct Support Systems | 1-19-70-19J-1 | Castro International Consulting (SB/DVBE) |
| | | 1-19-70-19J-2 | Dynamic Systems |
| | | 1-19-70-19J-3 | InterVision Systems |

| Lenovo | | Luminex | |
|---------------|---|----------------|----------------------|
| 1-19-70-19K | Enterprise Networking Solutions, Inc. DBA Optm West | 1-19-70-19L | Entisys 360 DBA e360 |

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| NetApp | | Nutanix | |
|-------------|---|---------------|------------------------------------|
| 1-19-70-19M | Enterprise Networking Solutions, Inc. DBA Optm West | 1-19-70-19N-1 | Roundstone Solutions (SB) |
| | | 1-19-70-19N-2 | Presidio Networked Solutions Group |
| | | 1-19-70-19N-3 | Insight Public Sector |

| Oracle | | Palo Alto Networks | |
|-------------|-----------------|--------------------|---|
| 1-19-70-19O | Dynamic Systems | 1-19-70-19P | Enterprise Networking Solutions, Inc. DBA Optm West |

| Pure Storage | | Rubrik | |
|---------------|---------------------|-------------|---|
| 1-19-70-19Q-1 | HSB Solutions, Inc. | 1-19-70-19R | Enterprise Networking Solutions, Inc. DBA Optm West |
| 1-19-70-19Q-2 | NTT America, Inc. | | |
| 1-19-70-19Q-3 | Teranomic | | |

| Arcserve | |
|-------------|----------------------|
| 1-19-70-19S | Entisys 360 DBA e360 |

- All contracts listed in the table above can be viewed at [The State Leveraged Procurement Agreement search page](https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx). (<https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>)
- 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 (SCM) 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.

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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

There is no SB/DVBE off ramp associated with this contract.

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5. EXEMPT PURCHASES

The purchase of any Enterprise Technology other than that included in the contracted OEM's catalogs requires an approved exemption from the State Contract Administrator. Please refer to [Justification for Purchase Outside a Statewide Contract](https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Statewide-Contracts/CMU-12-01-JustificationForm.pdf?la=en&hash=C8701858497AAC3669A707153277C70BD200E737) <https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Statewide-Contracts/CMU-12-01-JustificationForm.pdf?la=en&hash=C8701858497AAC3669A707153277C70BD200E737> 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

This contract includes a complete catalog of all Cisco Enterprise Technology. Enterprise Technology includes equipment in 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 purchased as a stand-alone from this contract unless being purchased for the purpose of warranty/support services.

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

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

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This contract is percentage-off the OEM List Price (MSRP). The URL to the OEM List Price (MSRP) is listed on the cover of these User Instructions. Discounts for each type of technology can be found on Attachment 1, Contract Discounts.

Ordering agencies can purchase anything for a data center that is not included within the non-contract items listed above (items 1 through 9) but all items must be in the MSRP to be approved. Actual prices not in the MSRP must be justifiable with either attachments or additional tabs explaining the baseline price. All calculations must be shown.

8. INSTALLATION, PROFESSIONAL SERVICES, WARRANTY/SUPPORT, SUBSCRIPTIONS/LICENSES, AND PRE-WORK CONSULTATION

These items are available on this contract with the purchase of hardware unless otherwise stated below:

- Any Professional Services/Pre-Work Consultation must have a SOW accompany the quote. Training is considered a Professional Service; however, if the quote has only training for the professional services sub-category, then a 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.
- 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) unless being purchased for the purpose of warranty/support services.
- Warranty/support, subscriptions and/or licenses shall be executed prior to their start date.

9. SPECIFICATIONS

There are no specifications for this contract.

10. 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
- Are designated for training and general customer service follow-up

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

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11. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

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

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

The URL is listed on the front cover of this User Instructions.

12. OFFER FORMAT

The Contractor shall provide an offer to ordering agencies in an MS Excel spreadsheet format.

The authorization process requires submission of the Contractor's offer format spreadsheet which must include the following data elements:

- Contractor letterhead
- Offer/Quote "prepared by" name and contact information
- Offer/Quote number
- Date of Offer/Quote
- Expiration of Offer/Quote (no less than sixty (60) calendar days)
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date
- Link to OEM Price List (MSRP)
- Group/Category Sub-headers
- Segment ID
- Service Proprietary/Not Proprietary
- Quantity
- Description of Item
- Manufacturer's Part Number/SKU
- OEM Price List (MSRP)/Index Price
- Contract Discount and Unit Price
- Extended Price (Quantity x Contract Price)
- Energy Star® certification (if applicable)

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13. PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS

Product substitution shall be in accordance with of the General Provisions, 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.

14. 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/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](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)

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- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Contract Line-Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) 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

There is no minimum order for hardware or accessories for the resulting contract. Services (professional services, installation, training, pre-work consultation) shall not be stand-alone purchases from this contract unless being purchased for the purpose of warranty/support services.

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

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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
- 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:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Contractor's 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.

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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 (Article 13, 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.

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 in writing by the ordering agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each customer to inquire regarding their specific delivery hours and drop locations before the delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time (as soon as the Contractor has been made aware; no longer than four (4) hours before delivery) if delivery cannot be made within the time frame specified on the order.

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.

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.

24. EMERGENCY/EXPEDITED ORDERS

Emergency/Expedited orders do not apply to this contract.

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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 obligations.

Special Delivery charges may occur. These charges must be described in detail by the Contractor (either in the purchase order or in the SOW) and MUST BE pre-approved by the State Contract Administrator.

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, Section 12, "Packing and Shipment".

28. PACKING SLIP

Packing slip requirements shall be in accordance with the General Provisions, Section 12, "Packing and Shipment".

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

29. 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

30. INSPECTION AND ACCEPTANCE

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

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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: | <i>*Eugene Shemereko*</i> | Kathy Thomas |
| Telephone: | <i>*(279) 946-8028*</i> | (916) 637-2185 |
| Facsimile: | <i>*N/A*</i> | (916) 596-4800 |
| Email: | <i>*<u>Eugene.Shemereko@dgs.ca.gov</u></i> | kthomas@nwnit.com |
| Address: | DGS/Procurement Division Attn: <i>*Eugene Shemereko*</i> 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

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

Note: 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 15 percent 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.

Exceptions to the Return Policy's date of acceptance can be negotiated for an individual SOW with the approval of the Department, Contractor, and the State Contract Administrator.

33. CREDIT POLICY

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

- Items shipped in error
- Items that are returned within thirty (30) calendar days of delivery
- Defective or freight-damaged items

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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 accordance with Article 39, Warranty. 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
- Items that are returned within thirty (30) calendar days of delivery
- Items that are returned, but exchanged for other items within thirty (30) calendar days

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.

The Contractor will not be required to accept returns more than sixty (60) days after delivery. The ordering agency will be responsible for return transportation costs to the Contractor if so, accepted after sixty (60) days after delivery.

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
- Totals for each order

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36. PAYMENT

A. Terms

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

B. CAL-Card Use

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

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

C. State Financial Marketplace

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

D. Payee Data Record

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

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".

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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 California Tax and Fee Administration \(CDTFA\) webpage](http://www.cdtfa.ca.gov) (www.cdtfa.ca.gov). State departments must adhere to the file documentation identified in the SCM, Volume 2.

| Contractor Name | Seller Permit # |
|-----------------|-----------------|
| NWN Corporation | 100-937005 |

39. WARRANTY

The Contractor must honor all standard manufacturers' warranties and guarantees from the date of acceptance on all products offered as part of this contract (excluding 3rd party software). The Contractor shall bear all material and labor costs and freight for repair of equipment defects and failure.

During the manufacturers' 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, shipping, transportation, and substitute products (if offered) 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 (if offered) at the time of removal. Substitute products (if offered) 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 State chooses to keep the hard drives. Replacement parts installed will become the property of the Ordering Agency.

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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's between State and/or local sites or from accident unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

In the event of system failure or damage caused by the Contractor or its product, the Contractor agrees to use its commercially reasonable efforts to assist in restoring the system to operational capacity provided that the Contractor's products are under warranty or a continuous maintenance agreement.

Additional warranties and support will be offered for purchase from the OEM's catalog.

The warranty/support agreements shall include warranty/support service after contract expiration until the expiration of the warranty/support agreement.

Software/Firmware: At no additional cost, the Contractor must provide the State with software/firmware updates for the length of the support agreement purchased.

40. 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. Contractors may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as 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.

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42. PRINCIPAL PERIOD OF MAINTENANCE

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

- Metropolitan Areas shall be 8x5x8 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 | • Santa Clara |
| • Orange | • San Bernardino |
| • Riverside | • Yolo |
| • Los Angeles | • Solano |
| • San Francisco | • Contra Costa |
| • Alameda | • San Mateo |
| • Sacramento | |

Cities

- | | |
|---------------|-----------------|
| • Redding | • San Quentin |
| • Stockton | • Santa Rosa |
| • Bakersfield | • Santa Barbara |
| • Ventura | • Frontera |
| • Tracy | • Fresno |

43. RECYCLED CONTENT

State departments are required to report purchases in many product categories. While this contract does not contain any reportable products at this time, Departments may request the Contractor to validate that their purchase does not contain any recycled content.

44. 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 State of California Certifications webpage](https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx) (<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>).

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| Name | Prime or Subcontractor | OSDS Certification # | SB Percent (%) | DVBE Percent (%) |
|------------------|-------------------------------|-----------------------------|-----------------------------------|-------------------------|
| Shade & Partners | Subcontractor | 1747904 | Determined per order – read below | |
| Global Blue DVBE | Subcontractor | 1567640 | Determined per order – read below | |

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

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 SB/DVBE subcontractor 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
- Department contact name, email, and phone number

Departments should keep track of their SB/DVBE participation levels on orders. However, departments may request a monthly report from the Contractor which will provide the SB/DVBE participation levels on purchase orders.

45. 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.

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46. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications 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 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.

47. TRADE-IN

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

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 1 – Contract Discounts

Attachment 2 - Quote Review – Instructions and Sample Quote, Supplement 3