





FENIX # 2096

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

State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

CONTRACT NUMBER:	1-17-70-01A <i>Supplement 2</i>
DESCRIPTION:	Desktop Computers (Dell)
CONTRACTOR(S):	Granite Data Solutions
CONTRACT TERM:	07/01/2017 through 06/30/2020
STATE CONTRACT ADMINISTRATOR:	Denelle Scott 916-375-4492 <a href="mailto:denelle.scott@dgs.ca.gov">denelle.scott@dgs.ca.gov</a>

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: <http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit%208.22%20IT%20General%20Provisions.pdf>

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

ORDER PLACEMENT INFORMATION		Granite Data Solutions
U.S. Mail	Contact	Contractor Contract Manager
Granite Data Solutions <i>5321 Luce Avenue McClellan, CA 95652</i>	Granite Data Solutions Fax: (916) 735-3551 <a href="mailto:pcgoods@granitedatasolutions.com">pcgoods@granitedatasolutions.com</a>	Granite Data Solutions Contact: Scott Mitchell Phone: (916)760-4115 Fax:(916)735-3551 <a href="mailto:smitchell@granitedatasolutions.com">smitchell@granitedatasolutions.com</a>
Contractor Website: <a href="http://www.granitedatasolutions.com">http://www.granitedatasolutions.com</a>		

**Denelle Scott, Contract Administrator**

Date: 12/26/2017

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Summary of Changes		
Supplement No.	Description/Articles	Supplement Date
2	<b>Supplement 2 makes the following changes:</b> <ul style="list-style-type: none"> <li>Front Cover, Article 19. Order Placement, and Article 34. Contract Administration : Address change for Granite Data Solutions</li> </ul>	12/26/2017
1	Supplement 1 makes the following changes: <ul style="list-style-type: none"> <li>Attachment A – Contract Pricing has been removed and replaced with Attachment A – Contract Pricing – Rev 1</li> </ul>	09/19/2017

## 1. SCOPE

The State's contract with Granite Data Solutions (contractor) provides Desktop Computers at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-17-70-01A. 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, warranty issues, customer service and distribution of Desktop Computers 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.
- Ordering 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 and 3, as applicable.
- Prior to placing orders against this contract, 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. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Programs/Delegated.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- 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

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- Local governmental agency use of this contract is optional.
- Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation, including 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, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). 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 the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
  - Local governmental agency
  - Contact name
  - Telephone number
  - Mailing address
  - Facsimile number and e-mail address

DGS Billing Code Contact: 916-375-4400

- 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 located at:  
<http://www.dgs.ca.gov/ofs/home.aspx> (Go to Price Book 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% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

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#### 4. SB/DVBE OFF-RAMP PROVISION

The Desktop Computer Statewide Contract 1-17-70-01A is **mandatory** for use by all State of California departments. The Off-Ramp Provision is not permitted under this contract.

#### 5. EXEMPT PURCHASES

To purchase Desktop units other than what is currently available on the contract pricing worksheet requires an approved exemption from the DGS/PD Contract Administrator. Please refer to <http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts/exemptionprocess.aspx> for information and the required justification forms regarding the exemption process.

##### Apple Purchases

When the following conditions are met, Apple desktop computers are exempt from the mandatory provisions of sourced contract 1-17-70-01A:

- Department of Rehabilitation vocational systems and applications for clients;
- Educational and science labs with installed Macintosh base systems and applications when used for instructional purposes;
- Graphics, Graphic Arts, Video Studio applications exclusively;
- Documented reasonable accommodations.

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 3.

#### 6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors 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.

For contractor performance issues, ordering agencies must submit a completed [Supplier Performance Report](#) via email or facsimile to the State Contract Administrator identified in Article 34 (Contract Administration). The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

#### 7. CONTRACT ITEMS

Desktop Contract Discount Group	Contract Discount
Desktop Configurations (Hardware)	59%
Options / Upgrades	37%
Value Added Services	48%

##### A. Core Items

All items in Attachment A, Contract Pricing, must meet or exceed all mandatory Common Configuration Requirements detailed in Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers. Upgrades and Options are intended to augment proposed configurations. Extended Warranty Options are available as Options/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.

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- Value Added Services and Statements of Work

Contractor shall provide the value added services listed in Attachment A, Contract Pricing, related to Desktop Computers as specified by Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers. A statement of work (SOW) may be required when some Value Added Services are ordered. If required the SOW must be created by the ordering agency and submitted to the DGS/PD Contract Administrator for approval prior to the Contractor's acceptance of the order.

#### B. Non-Core Products

Only products meeting or exceeding the specifications of Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers, within the scope of the Desktop Category may be purchased under this contract. Non-Core items meeting or exceeding the specifications may be quoted by the Contractor and require approval by the DGS/PD State Contract Administrator. The DGS/PD Contract Administrator has the unilateral option to approve additional non-core items on a one-time basis at the request of an agency. 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: Desktop Configuration (Hardware), Options/Upgrades, 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.

**Monitor sizes are limited to the configurations listed in the 1-17-70-01A Desktop Attachment A Contract Pricing. Additional sizes are considered outside of the scope of the desktop contract. These items shall be purchased from the Monitor contract unless an exemption has been approved by that contract administrator.**

Products outside the scope of the Desktop 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, must conform to Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers dated 3/3/2017.

## 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.

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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)760-4416 or (916)760-4138	<a href="mailto:pcgoods@granitedatasolutions.com">pcgoods@granitedatasolutions.com</a>

**10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS**

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

- Detailed line item descriptions of Desktop Computers core configurations, upgrade/downgrade (downgrades cannot be below minimum requirements) options, and value added services;
- Warranty/PPM information
- State-specific contract current pricing;
- SB/DVBE participation information;
- Quote generation
- Contractor's customer service contact information
- Publicly available OEM price lists (current and archives)

Contract Website
<a href="http://www.granitedatasolutions.com">http://www.granitedatasolutions.com</a>

**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 assure acquired configurations are operationally designed for the ordering agency's technology needs. Ordering agencies will assure that the contractor has been appraised 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. Purchase of Non-Core items may not take place without the written authorization of the State's Contract Administrator. The authorization process requires submission of the Contractor's offer format spreadsheet showing company letterhead) which must include the following data elements:

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

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- Quantity
- Core/Non-Core (Y/N)
- Description of Item
- Manufacturer's Part Number/SKU
- MSRP/Index Price
- Contract Discount
- Contract Unit Price
- Extended Price (Quantity x Contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax
- Applicable fees
- Grand total
- Note that "Items with "N" in Core/Non-Core Column require approval by the State's CA prior to purchase.

**13. ELECTRONIC WASTE RECYCLING FEE**

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 [http://www.boe.ca.gov/sptaxprog/tax\\_rates\\_stfd.htm#6](http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6) for a breakdown of the current fees.

**14. PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS**

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 CA. 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 DGS/PD State Contract Administrator.

The Contractor(s) will maintain the contract discount as bid throughout the original term of the contract and any extension(s), 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.

**15. PROMOTIONAL PRICING**

During special pricing promotions, the Contractor shall offer State and local agency purchasers the promotional pricing or the discount percentage off list, per Event ID 0000004112 Section 3.7.1, Pricing, whichever is lower.

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

- Promotion start and end dates.

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

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

#### 16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

For State agencies, a signed certification of compliance with State information technology policies is required for all information technology procurements that cost \$100,000 or more and are in support of a development effort. The required format for the certification is provided in SAM Section 4832 and policy is set forth by the State Office of the Chief Information Officer (OCIO), [www.cio.ca.gov](http://www.cio.ca.gov).

#### **SAMPLE**

##### CERTIFICATION OF COMPLIANCE WITH POLICIES PURSUANT TO SAM SECTIONS 4819.41 AND 4832

I hereby certify that I am the agency Director or designee; that the matters described herein are in compliance with the criteria and procedures for information technology prescribed in SAM; any acquisitions of new or enhanced information technology capabilities are consistent with project justification approved by Department of Finance myself or my designee; and that the foregoing statements are true to the best of my knowledge and belief.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Title - indicate Director or designee)

#### 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: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard 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

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- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Electronic Waste Recycling Fee

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 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 is used by State departments only).

**18. MINIMUM ORDER**

The minimum order shall be one (1) system. Monitors are available on this contract with the purchase of a system and may not be purchased as a standalone item. There is a maximum of two (2) option monitors per system. For the purchase of additional monitors refer to statewide contract 1-17-70-05A and 1-17-70-05B.

**19. ORDERING PROCEDURE**

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) 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	Facsimile	Email
Granite Data Solutions 5321 Luce Avenue McClellan, CA 95652	(916) 735-3551	<a href="mailto:pcggoods@granitedatasolutions.com">pcggoods@granitedatasolutions.com</a>

Note: 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 State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

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- Are incomplete;
- Are submitted without CA approval of non-core items
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

#### **21. ORDER RECEIPT CONFIRMATION**

The Contractor will provide ordering agencies with an order receipt confirmation, via e-mail or facsimile, 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
- Identification of any Out of Stock/Discontinued Items
- Contractor's Order Number
- Description of Goods

#### **22. OUT OF STOCK REMEDY**

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

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

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.

#### **23. DISCONTINUED ITEM REMEDY**

Upon receipt of 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/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 CA.

#### **24. DELIVERY SCHEDULES**

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

##### **A. Locations**

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

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.

**25. EMERGENCY/EXPEDITED ORDERS**

Not Applicable.

**26. 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 organization, except the responsibility for latent defects, fraud, and the warranty obligations.

**27. 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.

**28. SHIPPED ORDERS**

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

<http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22 IT General Provisions.pdf>

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**29. 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

**30. 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:

- Authorized Purchaser
- Address
- Department and floor
- Authorized Purchaser Contact Name
- Authorized Purchaser Telephone Number

**31. HAZARDOUS MATERIALS DOCUMENTATION**

For products that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, Section 339, the Contractor must provide a Material Safety Data Sheet (MSDS), via facsimile or email, to the ordering agency upon written request.

**32. INSTALLATION**

Installation is available on the contract as a Value Added Service as described in Attachment B – Exhibit 8.19A Addendum 6 Configuration Spec and Technical Worksheet – Desktop Computers, dated 3/3/2017. This line item may require a Statement of Work. Please refer to Article 7.A.

Physical installation includes coordination of installation with State representative, power-up, installation of latest firmware, installation of software and updates, removal of the equipment that is being replaced, 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.

**33. INSPECTION AND ACCEPTANCE**

In accordance with the General Provisions, unless otherwise noted in the ordering agency's SOW, rejection of deliverables must be processed within 30 days of delivery or it shall be deemed as accepted by the State.

<http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22 IT General Provisions.pdf>

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**34. 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.

<b>Administrator Information</b>	<b>DGS/PD (State Contract Administrator)</b>	<b>Granite Data Solutions (Contractor)</b>
<b>Contact Name:</b>	Denelle Scott	Scott Mitchell
<b>Telephone:</b>	(916) 375-4492	(916) 760-4115
<b>Facsimile:</b>	(916) 375-4613	(916) 735-3551
<b>Email:</b>	<a href="mailto:denelle.scott@dgs.ca.gov">denelle.scott@dgs.ca.gov</a>	<a href="mailto:smitchell@granitedatasolutions.com">smitchell@granitedatasolutions.com</a>
<b>Address:</b>	DGS/Procurement Division Attn: Denelle Scott 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	Granite Data Solutions Attn: Scott Mitchell <i>5321 Luce Avenue</i> <i>McClellan, CA 95652</i>

**35. RETURN POLICY**

Contractor will accept all products for return at no cost to the ordering agency within 30 calendar days of delivery, and refund the customer in full. Contractor may impose a Restocking Fee per Article 37. 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. The Contractor shall provide the CA and/or ordering department(s) 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.

**36. CREDIT POLICY**

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

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

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

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

**37. 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 30 calendar days of delivery
- Items that are returned, but exchanged for other items within 30 calendar days.

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Re-stocking fees for all other reasons shall be zero percent (0%) of the value of the items needing re-stocking.

The packaging and documentation provisions of Article 35, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than 60 days after delivery. The State will be responsible for return transportation costs to the Contractor if so accepted after 60 days after delivery.

### **38. INVOICING**

Ordering agencies may require separate invoicing, as specified by each ordering agency. The Contractor's invoice must identify, at a minimum, the information listed below:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (State's Contract Number)
- Agency Order Number (Purchase Order Number)
- Agency Billing Code
- Ordering Agency Name
- Delivery address of the order
- Product(s) description
- Contractor's product stock keeping unit number (SKU)
- State Contract Price(s) per unit(s) and extended price
- Quantities of merchandise issued
- Date ordered
- Date delivered
- Listing of returns or back ordered items
- If applicable, discounts shall be clearly indicated on each invoice as a written statement.
- Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency
- Any other mutually agreed upon requirements the State may later deem necessary

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

### **39. 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 Purchasing Authority Purchase Order (Std. 65) as referenced in 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 departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1 and 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) 1-17-70-01A**  
**Contract User Instructions**

**C. State Financial Marketplace**

The State reserves 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 Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

**D. Payee Data Record**

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

**40. 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 balance due or credit, if applicable, and state "paid by CAL-Card".

For additional information regarding DGS/PD's CAL-Card program, see the following website: <http://www.dgs.ca.gov/pd/Programs/CALCard.aspx>.

**41. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the contractor is listed below. State departments can verify that permits are currently valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Granite Data Solutions	100-299591

**42. 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.

**43. 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.

## **Contract (Mandatory) 1-17-70-01A**

### **Contract User Instructions**

- 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.
- Be the single point of contact for all warranty issues and subsequent resolution.

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 product(s) 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.

#### **44. QUALITY ASSURANCE GUARANTEES**

The Contractor(s) shall represent and warrant that Desktop Computer 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.

#### **45. EQUIPMENT REPLACEMENT DURING WARRANTY**

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

#### **46. PRINCIPAL PERIOD OF MAINTENANCE**

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 this contract.

## Contract (Mandatory) 1-17-70-01A

### Contract User Instructions

- 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 48 hours.

#### Metropolitan Areas

##### Counties

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

##### Cities

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

- For Monitors only: NBD cross-ship Exchange of Replacement monitor.

#### 47. RECYCLED CONTENT

There is no recycled content associated with this contract.

#### 48. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The small business (SB) and disabled veteran business enterprise (DVBE) certifications and percentages for the contractor(s) and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

CONTRACTOR INFORMATION				
Name	OSDS Certification #	SB Percent (%)	DVBE Percent (%)	Work to be Performed
Granite Data Solutions	26068	100%	100%	All

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 100% and 100%, respectively.

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

**Contract (Mandatory) 1-17-70-01A**  
**Contract User Instructions**

- 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.

**49. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)**

The DGS/PD, as the awarding department, has assessed the prime Contractor's 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 department should make a notation of this within their procurement file.

**50. TAKE BACK/TRADE IN**

Before any Take Back or Trade-In can occur, ordering agencies 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 agency must explore the reutilization of surplus IT equipment prior to requesting approval for recycling or attempting to use the equipment as a credit toward the purchase of new equipment.

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

See Attachment C, Take Back/Trade In for more information.

**51. 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 [http://www.boe.ca.gov/sptaxprog/tax\\_rates\\_stfd.htm#6](http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6) for a breakdown of the fees.

**52. ATTACHMENTS**

*Attachment A – Contract Pricing – Rev 1*

Attachment B – Exhibit 8.19A Addendum 6 – Configuration Spec and Technical Worksheet – Desktop Computers dated 3/3/2017

Attachment C – Take Back/Trade In

Attachment D – Supplier Performance Report



FENIX # 2096

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

State of California  
**CONTRACT USER INSTRUCTIONS**  
\*\*\*\*MANDATORY\*\*\*\*

**Supplement 3**  
(Incorporates Supplement 1-3)

ISSUE AND EFFECTIVE DATE: <b>6/29/2018</b>	
CONTRACT NUMBER:	1-17-70-01A
DESCRIPTION:	Desktop Computers (Dell)
CONTRACTOR(S):	Granite Data Solutions
CONTRACT TERM:	07/01/2017 through 06/30/2020
STATE CONTRACT ADMINISTRATOR:	<b>Eugene Shemereko</b> <b>916-441-9653</b> <b><u><a href="mailto:eugene.shemereko@dgs.ca.gov">eugene.shemereko@dgs.ca.gov</a></u></b>

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: <http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit%208.22%20IT%20General%20Provisions.pdf>

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

ORDER PLACEMENT INFORMATION		Granite Data Solutions
U.S. Mail	Contact	Contractor Contract Manager
Granite Data Solutions 5321 Luce Avenue McClellan, CA 95652	Granite Data Solutions Fax: (916) 735-3551 <a href="mailto:pcgoods@granitedatasolutions.com">pcgoods@granitedatasolutions.com</a>	Granite Data Solutions Contact: Scott Mitchell Phone: (916)760-4115 Fax: (916)735-3551 <a href="mailto:smitchell@granitedatasolutions.com">smitchell@granitedatasolutions.com</a>
Contractor Website: <a href="http://www.granitedatasolutions.com">http://www.granitedatasolutions.com</a>		

<signed copy on file>  
**Eugene Shemereko, Contract Administrator**

Date: **6/29/2018**

**Contract (Mandatory) 1-17-70-01A**  
Contract User Instructions, **Supplement 3**

All changes to most recent Supplement are in ***bold red italic***.

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
<b>3</b>	<b><i>Supplement 3 makes the following changes:</i></b> <ul style="list-style-type: none"> <li><b><i>Effective 6/27/2018 Contract Administrator changed from Denelle Scott to Eugene Shemereko</i></b></li> <li><b><i>Article 2 Contract Usage/Rules, Section B Local Governmental Agencies – Language has been modified</i></b></li> <li><b><i>Article 16 STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT – Language has been modified</i></b></li> </ul>	<b><i>6/28/2018</i></b>
2	Supplement 2 makes the following changes: <ul style="list-style-type: none"> <li>Front Cover, Article 19. Order Placement, and Article 34. Contract Administration : Address change for Granite Data Solutions</li> </ul>	12/26/2017
1	Supplement 1 makes the following changes: <ul style="list-style-type: none"> <li>Attachment A – Contract Pricing has been removed and replaced with Attachment A – Contract Pricing – Rev 1</li> </ul>	09/19/2017

All other terms and conditions remain the same.

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**Contract (Mandatory) 1-17-70-01A**  
**Contract User Instructions, *Supplement 3***

**1. SCOPE**

The State's contract with Granite Data Solutions (contractor) provides Desktop Computers at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-17-70-01A. 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, warranty issues, customer service and distribution of Desktop Computers 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.
- Ordering 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 and 3, as applicable.
- Prior to placing orders against this contract, 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. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Programs/Delegated.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- 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 as "any city, county, city and county, district or other governmental body or corporation, including 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, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). 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 the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies 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.***

**Contract (Mandatory) 1-17-70-01A**  
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~~• Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:~~

- ~~○ Local governmental agency~~
- ~~○ Contact name~~
- ~~○ Telephone number~~
- ~~○ Mailing address~~
- ~~○ Facsimile number and e-mail address~~

~~DGS Billing Code Contact: 916-375-4400~~

- 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 located at:  
<http://www.dgs.ca.gov/ofs/home.aspx> (Go to Price Book 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% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers 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 Desktop Computer Statewide Contract 1-17-70-01A is **mandatory** for use by all State of California departments. The Off-Ramp Provision is not permitted under this contract.

### 5. EXEMPT PURCHASES

To purchase Desktop units other than what is currently available on the contract pricing worksheet requires an approved exemption from the DGS/PD Contract Administrator. Please refer to <http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts/exemptionprocess.aspx> for information and the required justification forms regarding the exemption process.

#### Apple Purchases

When the following conditions are met, Apple desktop computers are exempt from the mandatory provisions of sourced contract 1-17-70-01A:

- Department of Rehabilitation vocational systems and applications for clients;

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**Contract User Instructions, *Supplement 3***

- Educational and science labs with installed MacIntosh base systems and applications when used for instructional purposes;
- Graphics, Graphic Arts, Video Studio applications exclusively;
- Documented reasonable accommodations.

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 3.

**6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering agencies and/or contractors 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.

For contractor performance issues, ordering agencies must submit a completed [Supplier Performance Report](#) via email or facsimile to the State Contract Administrator identified in Article 34 (Contract Administration). The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

**7. CONTRACT ITEMS**

<b>Desktop Contract Discount Group</b>	<b>Contract Discount</b>
Desktop Configurations (Hardware)	59%
Options / Upgrades	37%
Value Added Services	48%

**A. Core Items**

All items in Attachment A, Contract Pricing, must meet or exceed all mandatory Common Configuration Requirements detailed in Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers. Upgrades and Options are intended to augment proposed configurations. Extended Warranty Options are available as Options/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.

- Value Added Services and Statements of Work

Contractor shall provide the value added services listed in Attachment A, Contract Pricing, related to Desktop Computers as specified by Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers. A statement of work (SOW) may be required when some Value Added Services are ordered. If required the SOW must be created by the ordering agency and submitted to the DGS/PD Contract Administrator for approval prior to the Contractor's acceptance of the order.

**B. Non-Core Products**

Only products meeting or exceeding the specifications of Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers, within the scope of the Desktop Category may be purchased under this contract. Non-Core items meeting or exceeding the specifications may be quoted by the Contractor and require approval by the DGS/PD State Contract Administrator. The DGS/PD Contract Administrator has the unilateral option to approve additional non-

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core items on a one-time basis at the request of an agency. 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: Desktop Configuration (Hardware), Options/Upgrades, 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.

**Monitor sizes are limited to the configurations listed in the 1-17-70-01A Desktop Attachment A Contract Pricing. Additional sizes are considered outside of the scope of the desktop contract. These items shall be purchased from the Monitor contract unless an exemption has been approved by that contract administrator.**

Products outside the scope of the Desktop 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, must conform to Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers dated 3/3/2017.

## 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
Customer Service Unit	(916)760-4416 or (916)760-4138	<a href="mailto:pcggoods@granitedatasolutions.com">pcggoods@granitedatasolutions.com</a>

## 10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

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

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- Detailed line item descriptions of Desktop Computers core configurations, upgrade/downgrade (downgrades cannot be below minimum requirements) options, and value added services;
- Warranty/PPM information
- State-specific contract current pricing;
- SB/DVBE participation information;
- Quote generation
- Contractor's customer service contact information
- Publically available OEM price lists (current and archives)

Contract Website
<a href="http://www.granitedatasolutions.com">http://www.granitedatasolutions.com</a>

## 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 assure acquired configurations are operationally designed for the ordering agency's technology needs. Ordering agencies will assure that the contractor has been appraised 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. Purchase of Non-Core items may not take place without the written authorization of the State's Contract Administrator. The authorization process requires submission of the Contractor's offer format spreadsheet showing company letterhead) which must include the following data elements:

- Contractor letterhead
- Offer/Quote "prepared by" name and contact information
- Offer/Quote number
- Date of Offer/Quote
- Date of the OEM's publically available price index (MSRP/MSIP)
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date
- Contract Line Item Number
- Quantity
- Core/Non-Core (Y/N)
- Description of Item
- Manufacturer's Part Number/SKU
- MSRP/Index Price
- Contract Discount
- Contract Unit Price
- Extended Price (Quantity x Contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax
- Applicable fees

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- Grand total
- Note that "Items with "N" in Core/Non-Core Column require approval by the State's CA prior to purchase.

**13. ELECTRONIC WASTE RECYCLING FEE**

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 [http://www.boe.ca.gov/sptaxprog/tax\\_rates\\_stfd.htm#6](http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6) for a breakdown of the current fees.

**14. PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS**

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 CA. 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 DGS/PD State Contract Administrator.

The Contractor(s) will maintain the contract discount as bid throughout the original term of the contract and any extension(s), 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.

**15. PROMOTIONAL PRICING**

During special pricing promotions, the Contractor shall offer State and local agency purchasers the promotional pricing or the discount percentage off list, per Event ID 0000004112 Section 3.7.1, Pricing, whichever is lower.

The Contractor shall notify the CA 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.

**16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT**

This requirement does not apply to local government agencies.

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*For State agencies, 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.*

~~*For State agencies, a signed certification of compliance with State information technology policies is required for all information technology procurements that cost \$100,000 or more and are in support of a development effort. The required format for the certification is provided in SAM Section 4832 and policy is set forth by the State Office of the Chief Information Officer (OCIO), [www.cio.ca.gov](http://www.cio.ca.gov).*~~

**SAMPLE**

**CERTIFICATION OF COMPLIANCE WITH POLICIES PURSUANT TO  
SAM SECTIONS 4819.41 AND 4832**

I hereby certify that I am the agency Director or designee; that the matters described herein are in compliance with the criteria and procedures for information technology prescribed in SAM; any acquisitions of new or enhanced information technology capabilities are consistent with project justification approved by Department of Finance myself or my designee; and that the foregoing statements are true to the best of my knowledge and belief.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Title - indicate Director or designee)

**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: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard 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
- Electronic Waste Recycling Fee

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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 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 is used by State departments only).

**18. MINIMUM ORDER**

The minimum order shall be one (1) system. Monitors are available on this contract with the purchase of a system and may not be purchased as a standalone item. There is a maximum of two (2) option monitors per system. For the purchase of additional monitors refer to statewide contract 1-17-70-05A and 1-17-70-05B.

**19. ORDERING PROCEDURE**

**A. Ordering Methods:**

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) 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	Facsimile	Email
Granite Data Solutions 5321 Luce Avenue McClellan, CA 95652	(916) 735-3551	<a href="mailto:pcgoods@granitedatasolutions.com">pcgoods@granitedatasolutions.com</a>

Note: 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 State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without CA approval of non-core items
- Contain non-contract items; or
- Contain non-contract terms and conditions.

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The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

**21. ORDER RECEIPT CONFIRMATION**

The Contractor will provide ordering agencies with an order receipt confirmation, via e-mail or facsimile, 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
- Identification of any Out of Stock/Discontinued Items
- Contractor's Order Number
- Description of Goods

**22. OUT OF STOCK REMEDY**

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

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

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.

**23. DISCONTINUED ITEM REMEDY**

Upon receipt of 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/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 CA.

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

B. Schedule

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

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.

**25. EMERGENCY/EXPEDITED ORDERS**

Not Applicable.

**26. 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 organization, except the responsibility for latent defects, fraud, and the warranty obligations.

**27. 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.

**28. SHIPPED ORDERS**

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

<http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22 IT General Provisions.pdf>

**29. 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

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- 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

**30. 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:

- Authorized Purchaser
- Address
- Department and floor
- Authorized Purchaser Contact Name
- Authorized Purchaser Telephone Number

**31. HAZARDOUS MATERIALS DOCUMENTATION**

For products that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, Section 339, the Contractor must provide a Material Safety Data Sheet (MSDS), via facsimile or email, to the ordering agency upon written request.

**32. INSTALLATION**

Installation is available on the contract as a Value Added Service as described in Attachment B – Exhibit 8.19A Addendum 6 Configuration Spec and Technical Worksheet – Desktop Computers, dated 3/3/2017. This line item may require a Statement of Work. Please refer to Article 7.A.

Physical installation includes coordination of installation with State representative, power-up, installation of latest firmware, installation of software and updates, removal of the equipment that is being replaced, 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.

**33. INSPECTION AND ACCEPTANCE**

In accordance with the General Provisions, unless otherwise noted in the ordering agency's SOW, rejection of deliverables must be processed within 30 days of delivery or it shall be deemed as accepted by the State.

<http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22 IT General Provisions.pdf>

**34. 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.

<b>Administrator Information</b>	<b>DGS/PD (State Contract Administrator)</b>	<b>Granite Data Solutions (Contractor)</b>
<b>Contact Name:</b>	<b>Eugene Shemereko</b>	Scott Mitchell
<b>Telephone:</b>	<b>(916) 441-9653</b>	(916) 760-4115
<b>Facsimile:</b>	(916) 375-4613	(916) 735-3551

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<b>Email:</b>	<a href="mailto:eugene.shemereko@dgs.ca.gov">eugene.shemereko@dgs.ca.gov</a>	<a href="mailto:smitchell@granitedatasolutions.com">smitchell@granitedatasolutions.com</a>
<b>Address:</b>	DGS/Procurement Division Attn: <b>Eugene Shemereko</b> 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	Granite Data Solutions Attn: Scott Mitchell 5321 Luce Avenue McClellan, CA 95652

**35. RETURN POLICY**

Contractor will accept all products for return at no cost to the ordering agency within 30 calendar days of delivery, and refund the customer in full. Contractor may impose a Restocking Fee per Article 37. 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. The Contractor shall provide the CA and/or ordering department(s) 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.

**36. CREDIT POLICY**

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

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

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

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

**37. 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 30 calendar days of delivery
- Items that are returned, but exchanged for other items within 30 calendar days.

Re-stocking fees for all other reasons shall be zero percent (0%) of the value of the items needing re-stocking.

The packaging and documentation provisions of Article 35, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than 60 days after delivery. The State will be responsible for return transportation costs to the Contractor if so accepted after 60 days after delivery.

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**38. INVOICING**

Ordering agencies may require separate invoicing, as specified by each ordering agency. The Contractor's invoice must identify, at a minimum, the information listed below:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (State's Contract Number)
- Agency Order Number (Purchase Order Number)
- Agency Billing Code
- Ordering Agency Name
- Delivery address of the order
- Product(s) description
- Contractor's product stock keeping unit number (SKU)
- State Contract Price(s) per unit(s) and extended price
- Quantities of merchandise issued
- Date ordered
- Date delivered
- Listing of returns or back ordered items
- If applicable, discounts shall be clearly indicated on each invoice as a written statement.
- Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency
- Any other mutually agreed upon requirements the State may later deem necessary

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

**39. 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 Purchasing Authority Purchase Order (Std. 65) as referenced in 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 departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1 and 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**

The State reserves 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 Supplier will invoice the State and the State will approve the invoice and the selected

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Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

**D. Payee Data Record**

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

**40. 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 balance due or credit, if applicable, and state "paid by CAL-Card".

For additional information regarding DGS/PD's CAL-Card program, see the following website: <http://www.dgs.ca.gov/pd/Programs/CALCard.aspx>.

**41. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the contractor is listed below. State departments can verify that permits are currently valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Granite Data Solutions	100-299591

**42. 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.

**43. 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.
- Be the single point of contact for all warranty issues and subsequent resolution.

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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 product(s) 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.

#### **44. QUALITY ASSURANCE GUARANTEES**

The Contractor(s) shall represent and warrant that Desktop Computer 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.

#### **45. EQUIPMENT REPLACEMENT DURING WARRANTY**

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

#### **46. PRINCIPAL PERIOD OF MAINTENANCE**

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 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 48 hours.

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Metropolitan Areas

Counties

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

Cities

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

- For Monitors only: NBD cross-ship Exchange of Replacement monitor.

**47. RECYCLED CONTENT**

There is no recycled content associated with this contract.

**48. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

The small business (SB) and disabled veteran business enterprise (DVBE) certifications and percentages for the contractor(s) and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

CONTRACTOR INFORMATION				
Name	OSDS Certification #	SB Percent (%)	DVBE Percent (%)	Work to be Performed
Granite Data Solutions	26068	100%	100%	All

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 100% and 100%, respectively.

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.

**Contract (Mandatory) 1-17-70-01A**  
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**49. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)**

The DGS/PD, as the awarding department, has assessed the prime Contractor's 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 department should make a notation of this within their procurement file.

**50. TAKE BACK/TRADE IN**

Before any Take Back or Trade-In can occur, ordering agencies 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 agency must explore the reutilization of surplus IT equipment prior to requesting approval for recycling or attempting to use the equipment as a credit toward the purchase of new equipment.

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

See Attachment C, Take Back/Trade In for more information.

**51. 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 [http://www.boe.ca.gov/sptaxprog/tax\\_rates\\_stfd.htm#6](http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6) for a breakdown of the fees.

**52. ATTACHMENTS**

Attachment A – Contract Pricing – Rev 1

Attachment B – Exhibit 8.19A Addendum 6 – Configuration Spec and Technical Worksheet – Desktop Computers dated 3/3/2017

Attachment C – Take Back/Trade In

Attachment D – Supplier Performance Report



FENIX #2096

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

State of California  
**CONTRACT USER INSTRUCTIONS**  
\*\*\*\*MANDATORY\*\*\*\*

**Supplement 4**  
(Incorporates Supplement 1-4)

ISSUE AND EFFECTIVE DATE: <b>8/1/2018</b>	
CONTRACT NUMBER:	1-17-70-01A
DESCRIPTION:	Desktop Computers (Dell)
CONTRACTOR(S):	Granite Data Solutions
CONTRACT TERM:	07/01/2017 through 06/30/2020
STATE CONTRACT ADMINISTRATOR:	Eugene Shemereko 916-441-9653 <a href="mailto:eugene.shemereko@dgs.ca.gov">eugene.shemereko@dgs.ca.gov</a>

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: <http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit%208.22%20IT%20General%20Provisions.pdf>

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

ORDER PLACEMENT INFORMATION		Granite Data Solutions
U.S. Mail	Contact	Contractor Contract Manager
Granite Data Solutions 5321 Luce Avenue McClellan, CA 95652	Granite Data Solutions Fax: (916) 735-3551 <a href="mailto:pcgoods@granitedatasolutions.com">pcgoods@granitedatasolutions.com</a>	Granite Data Solutions Contact: Scott Mitchell Phone: (916)760-4115 Fax:(916)735-3551 <a href="mailto:smitchell@granitedatasolutions.com">smitchell@granitedatasolutions.com</a>
Contractor Website: <a href="http://www.granitedatasolutions.com">http://www.granitedatasolutions.com</a>		

<signed copy on file>  
Eugene Shemereko, Contract Administrator

Date: **8/1/2018**

**Contract (Mandatory) 1-17-70-01A**  
Contract User Instructions, **Supplement 4**

All changes to most recent Supplement are in ***bold red italic***.

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
<b><i>4</i></b>	<b><i>Supplement 4 makes the following changes:</i></b> <ul style="list-style-type: none"> <li><b><i>Attachment A – Contract Pricing – Rev 1 has been removed and replaced with Attachment A – Contract Pricing – Rev. 8-1-2018</i></b></li> </ul>	<b><i>8/1/2018</i></b>
3	Supplement 3 makes the following changes: <ul style="list-style-type: none"> <li>Effective 6/27/2018 Contract Administrator changed from Denelle Scott to Eugene Shemereko</li> <li>Article 2 Contract Usage/Rules, Section B Local Governmental Agencies – Language has been modified</li> <li>Article 16 STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT – Language has been modified</li> </ul>	6/28/2018
2	Supplement 2 makes the following changes: <ul style="list-style-type: none"> <li>Front Cover, Article 19. Order Placement, and Article 34. Contract Administration : Address change for Granite Data Solutions</li> </ul>	12/26/2017
1	Supplement 1 makes the following changes: <ul style="list-style-type: none"> <li>Attachment A – Contract Pricing has been removed and replaced with Attachment A – Contract Pricing – Rev 1</li> </ul>	9/19/2017

All other terms and conditions remain the same.

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**Contract (Mandatory) 1-17-70-01A**  
Contract User Instructions, **Supplement 4**

**1. SCOPE**

The State's contract with Granite Data Solutions (contractor) provides Desktop Computers at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-17-70-01A. 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, warranty issues, customer service and distribution of Desktop Computers 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.
- Ordering 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 and 3, as applicable.
- Prior to placing orders against this contract, 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. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Programs/Delegated.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- 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 as "any city, county, city and county, district or other governmental body or corporation, including 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, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). 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 the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies 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.

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- 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 located at:  
<http://www.dgs.ca.gov/ofs/home.aspx> (Go to Price Book 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% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers 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 Desktop Computer Statewide Contract 1-17-70-01A is **mandatory** for use by all State of California departments. The Off-Ramp Provision is not permitted under this contract.

**5. EXEMPT PURCHASES**

To purchase Desktop units other than what is currently available on the contract pricing worksheet requires an approved exemption from the DGS/PD Contract Administrator. Please refer to <http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts/exemptionprocess.aspx> for information and the required justification forms regarding the exemption process.

Apple Purchases

When the following conditions are met, Apple desktop computers are exempt from the mandatory provisions of sourced contract 1-17-70-01A:

- Department of Rehabilitation vocational systems and applications for clients;
- Educational and science labs with installed MacIntosh base systems and applications when used for instructional purposes;
- Graphics, Graphic Arts, Video Studio applications exclusively;
- Documented reasonable accommodations.

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 3.

**6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

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Ordering agencies and/or contractors 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.

For contractor performance issues, ordering agencies must submit a completed [Supplier Performance Report](#) via email or facsimile to the State Contract Administrator identified in Article 34 (Contract Administration). The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

## 7. CONTRACT ITEMS

Desktop Contract Discount Group	Contract Discount
Desktop Configurations (Hardware)	59%
Options / Upgrades	37%
Value Added Services	48%

### A. Core Items

All items in Attachment A, Contract Pricing, must meet or exceed all mandatory Common Configuration Requirements detailed in Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers. Upgrades and Options are intended to augment proposed configurations. Extended Warranty Options are available as Options/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.

- Value Added Services and Statements of Work

Contractor shall provide the value added services listed in Attachment A, Contract Pricing, related to Desktop Computers as specified by Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers. A statement of work (SOW) may be required when some Value Added Services are ordered. If required the SOW must be created by the ordering agency and submitted to the DGS/PD Contract Administrator for approval prior to the Contractor's acceptance of the order.

### A. Non-Core Products

Only products meeting or exceeding the specifications of Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers, within the scope of the Desktop Category may be purchased under this contract. Non-Core items meeting or exceeding the specifications may be quoted by the Contractor and require approval by the DGS/PD State Contract Administrator. The DGS/PD Contract Administrator has the unilateral option to approve additional non-core items on a one-time basis at the request of an agency. 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: Desktop Configuration (Hardware), Options/Upgrades, or Value Added Services. Offers for non-core items may be

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

**Monitor sizes are limited to the configurations listed in the 1-17-70-01A Desktop Attachment A Contract Pricing. Additional sizes are considered outside of the scope of the desktop contract. These items shall be purchased from the Monitor contract unless an exemption has been approved by that contract administrator.**

Products outside the scope of the Desktop 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, must conform to Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers dated 3/3/2017.

**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
Customer Service Unit	(916)760-4416 or (916)760-4138	<a href="mailto:pcgoods@granitedatasolutions.com">pcgoods@granitedatasolutions.com</a>

**10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS**

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

- Detailed line item descriptions of Desktop Computers core configurations, upgrade/downgrade (downgrades cannot be below minimum requirements) options, and value added services;
- Warranty/PPM information
- State-specific contract current pricing;
- SB/DVBE participation information;
- Quote generation
- Contractor's customer service contact information
- Publicly available OEM price lists (current and archives)

<b>Contract Website</b>
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<http://www.granitedatasolutions.com>

**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 assure acquired configurations are operationally designed for the ordering agency's technology needs. Ordering agencies will assure that the contractor has been appraised 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. Purchase of Non-Core items may not take place without the written authorization of the State's Contract Administrator. The authorization process requires submission of the Contractor's offer format spreadsheet showing company letterhead) which must include the following data elements:

- Contractor letterhead
- Offer/Quote "prepared by" name and contact information
- Offer/Quote number
- Date of Offer/Quote
- Date of the OEM's publically available price index (MSRP/MSIP)
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date
- Contract Line Item Number
- Quantity
- Core/Non-Core (Y/N)
- Description of Item
- Manufacturer's Part Number/SKU
- MSRP/Index Price
- Contract Discount
- Contract Unit Price
- Extended Price (Quantity x Contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax
- Applicable fees
- Grand total
- Note that "Items with "N" in Core/Non-Core Column require approval by the State's CA prior to purchase.

**13. ELECTRONIC WASTE RECYCLING FEE**

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

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the code identified above for more information and exceptions to this definition or go to [http://www.boe.ca.gov/sptaxprog/tax\\_rates\\_stfd.htm#6](http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6) for a breakdown of the current fees.

#### **14. PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS**

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 CA. 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 DGS/PD State Contract Administrator.

The Contractor(s) will maintain the contract discount as bid throughout the original term of the contract and any extension(s), 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.

#### **15. PROMOTIONAL PRICING**

During special pricing promotions, the Contractor shall offer State and local agency purchasers the promotional pricing or the discount percentage off list, per Event ID 0000004112 Section 3.7.1, Pricing, whichever is lower.

The Contractor shall notify the CA 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.

#### **16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT**

This requirement does not apply to local government agencies.

For State agencies, 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.

**SAMPLE**

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CERTIFICATION OF COMPLIANCE WITH POLICIES PURSUANT TO  
SAM SECTIONS 4819.41 AND 4832

I hereby certify that I am the agency Director or designee; that the matters described herein are in compliance with the criteria and procedures for information technology prescribed in SAM; any acquisitions of new or enhanced information technology capabilities are consistent with project justification approved by Department of Finance myself or my designee; and that the foregoing statements are true to the best of my knowledge and belief.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Title - indicate Director or designee)

**17. PURCHASE EXECUTION**

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI\$CAL 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: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard 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
- Electronic Waste Recycling Fee

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 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 is used by State departments only).

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**18. MINIMUM ORDER**

The minimum order shall be one (1) system. Monitors are available on this contract with the purchase of a system and may not be purchased as a standalone item. There is a maximum of two (2) option monitors per system. For the purchase of additional monitors refer to statewide contract 1-17-70-05A and 1-17-70-05B.

**19. ORDERING PROCEDURE**

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) 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	Facsimile	Email
Granite Data Solutions 5321 Luce Avenue McClellan, CA 95652	(916) 735-3551	<a href="mailto:pcgoods@granitedatasolutions.com">pcgoods@granitedatasolutions.com</a>

Note: 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 State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without CA approval of non-core items
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

**21. ORDER RECEIPT CONFIRMATION**

The Contractor will provide ordering agencies with an order receipt confirmation, via e-mail or facsimile, 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
- Identification of any Out of Stock/Discontinued Items
- Contractor's Order Number
- Description of Goods

**22. OUT OF STOCK REMEDY**

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

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

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.

**23. DISCONTINUED ITEM REMEDY**

Upon receipt of 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/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 CA.

**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 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 30 days after receipt of an order (ARO) unless otherwise agreed to by the agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within 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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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.

**25. EMERGENCY/EXPEDITED ORDERS**

Not Applicable.

**26. 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 organization, except the responsibility for latent defects, fraud, and the warranty obligations.

**27. 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.

**28. SHIPPED ORDERS**

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

<http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22 IT General Provisions.pdf>

**29. 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

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**30. 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:

- Authorized Purchaser
- Address
- Department and floor
- Authorized Purchaser Contact Name
- Authorized Purchaser Telephone Number

**31. HAZARDOUS MATERIALS DOCUMENTATION**

For products that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, Section 339, the Contractor must provide a Material Safety Data Sheet (MSDS), via facsimile or email, to the ordering agency upon written request.

**32. INSTALLATION**

Installation is available on the contract as a Value Added Service as described in Attachment B – Exhibit 8.19A Addendum 6 Configuration Spec and Technical Worksheet – Desktop Computers, dated 3/3/2017. This line item may require a Statement of Work. Please refer to Article 7.A.

Physical installation includes coordination of installation with State representative, power-up, installation of latest firmware, installation of software and updates, removal of the equipment that is being replaced, 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.

**33. INSPECTION AND ACCEPTANCE**

In accordance with the General Provisions, unless otherwise noted in the ordering agency's SOW, rejection of deliverables must be processed within 30 days of delivery or it shall be deemed as accepted by the State.

<http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22 IT General Provisions.pdf>

**34. 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.

<b>Administrator Information</b>	<b>DGS/PD (State Contract Administrator)</b>	<b>Granite Data Solutions (Contractor)</b>
<b>Contact Name:</b>	Eugene Shemereko	Scott Mitchell
<b>Telephone:</b>	(916) 441-9653	(916) 760-4115
<b>Facsimile:</b>	(916) 375-4613	(916) 735-3551
<b>Email:</b>	<a href="mailto:eugene.shemereko@dgs.ca.gov">eugene.shemereko@dgs.ca.gov</a>	<a href="mailto:smitchell@granitedatasolutions.com">smitchell@granitedatasolutions.com</a>
<b>Address:</b>	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	Granite Data Solutions Attn: Scott Mitchell 5321 Luce Avenue McClellan, CA 95652

**35. RETURN POLICY**

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Contractor will accept all products for return at no cost to the ordering agency within 30 calendar days of delivery, and refund the customer in full. Contractor may impose a Restocking Fee per Article 37. 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. The Contractor shall provide the CA and/or ordering department(s) 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.

**36. CREDIT POLICY**

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

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

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

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

**37. 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 30 calendar days of delivery
- Items that are returned, but exchanged for other items within 30 calendar days.

Re-stocking fees for all other reasons shall be zero percent (0%) of the value of the items needing re-stocking.

The packaging and documentation provisions of Article 35, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than 60 days after delivery. The State will be responsible for return transportation costs to the Contractor if so accepted after 60 days after delivery.

**38. INVOICING**

Ordering agencies may require separate invoicing, as specified by each ordering agency. The Contractor's invoice must identify, at a minimum, the information listed below:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (State's Contract Number)
- Agency Order Number (Purchase Order Number)
- Agency Billing Code
- Ordering Agency Name
- Delivery address of the order

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- Product(s) description
- Contractor's product stock keeping unit number (SKU)
- State Contract Price(s) per unit(s) and extended price
- Quantities of merchandise issued
- Date ordered
- Date delivered
- Listing of returns or back ordered items
- If applicable, discounts shall be clearly indicated on each invoice as a written statement.
- Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency
- Any other mutually agreed upon requirements the State may later deem necessary

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

**39. 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 Purchasing Authority Purchase Order (Std. 65) as referenced in 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 departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1 and 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

The State reserves 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 Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

D. Payee Data Record

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

**40. CAL-CARD INVOICING**

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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 balance due or credit, if applicable, and state "paid by CAL-Card".

For additional information regarding DGS/PD's CAL-Card program, see the following website:  
<http://www.dgs.ca.gov/pd/Programs/CALCard.aspx>.

**41. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the contractor is listed below. State departments can verify that permits are currently valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Granite Data Solutions	100-299591

**42. 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.

**43. 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.
- Be the single point of contact for all warranty issues and subsequent resolution.

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 product(s) 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

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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.

**44. QUALITY ASSURANCE GUARANTEES**

The Contractor(s) shall represent and warrant that Desktop Computer 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.

**45. EQUIPMENT REPLACEMENT DURING WARRANTY**

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

**46. PRINCIPAL PERIOD OF MAINTENANCE**

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 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 48 hours.

Metropolitan Areas

Counties

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

Cities

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

**Contract (Mandatory) 1-17-70-01A**  
**Contract User Instructions, *Supplement 4***

- For Monitors only: NBD cross-ship Exchange of Replacement monitor.

**47. RECYCLED CONTENT**

There is no recycled content associated with this contract.

**48. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

The small business (SB) and disabled veteran business enterprise (DVBE) certifications and percentages for the contractor(s) and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

CONTRACTOR INFORMATION				
Name	OSDS Certification #	SB Percent (%)	DVBE Percent (%)	Work to be Performed
Granite Data Solutions	26068	100%	100%	All

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 100% and 100%, respectively.

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.

**49. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)**

The DGS/PD, as the awarding department, has assessed the prime Contractor's 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 department should make a notation of this within their procurement file.

**50. TAKE BACK/TRADE IN**

Before any Take Back or Trade-In can occur, ordering agencies 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 agency 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.

**Contract (Mandatory) 1-17-70-01A**  
Contract User Instructions, **Supplement 4**

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

See Attachment C, Take Back/Trade In for more information.

**51. 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 [http://www.boe.ca.gov/sptaxprog/tax\\_rates\\_stfd.htm#6](http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6) for a breakdown of the fees.

**52. ATTACHMENTS**

Attachment A – Contract Pricing – **Rev. 8-1-2018**

Attachment B – Exhibit 8.19A Addendum 6 – Configuration Spec and Technical Worksheet – Desktop Computers dated 3/3/2017

Attachment C – Take Back/Trade In

Attachment D – Supplier Performance Report

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Contract Line Item Number (CLIN (RFP ID)	UNSPSC Code	Manufacturer Part Number (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	UOM	Qty in UOM	List Price/MSRP	Contract Unit Price	Co Dis
Standard Desktop Configuration										
101a	43211507	210-AOTTP	Dell	210-AOTTP, 338-BNZT, 619-AHKN, 370-ADZL, 400-AEFT, 329-BDQY, 580-ADJC, 275-BBBW, 387-BBLW, 329-BBLJ, 450-ADTR, 803-8583, 803-8590, 996-2552	Standard- Dell Optiplex 3060 Micro, Intel Core™ i5-8400T (6 Cores/9MB/6T/up to 3.3GHz/35W); supports Windows 10/Linux , Windows 10 Pro 64bit, 8GB 1X8GB 2666MHz DDR4 Non-ECC, 500GB 2.5inch Serial ATA (7,200 RPM) Hard Drive, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, 3-Year Next Business Day Onsite Warranty	each	1	\$ 1,042.21	\$ 427.31	
102	43211507	210-AOTT	Dell	210-AOTT, 338-BNZS, 619-AHKN, 370-AEBK, 400-AEFT, 490-BBFG, 329-BDRC, 580-ADJC, 275-BBBW, 387-BBLW, 461-AAEE, 575-BBRV, 329-BBLJ, 450-AAOJ, 803-8583, 803-8590, 996-2552	Standard- Dell Optiplex 3060 SFF, Intel Core i5-8400 (6 Cores/9MB/6T/up to 4.0GHz/65W); supports Windows 10/Linux , Windows 10 Pro 64bit, 8GB 1X8GB 2666MHz DDR4 UDIMM Non-ECC, 500GB 2.5inch Serial ATA (7,200 RPM) Hard Drive, Intel Integrated Graphics, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, 3-Year Next Business Day Onsite Warranty	each	1	\$ 1,077.50	\$ 441.78	
Power Desktop Configuration										
200	43211507	210-AKIW	Dell	210-AKIW, 338-BKYN, 619-AHKN, 370-ADJH, 400-ANPO, 329-BDIQ, 580-ADJC, 275-BBBW, 658-BBRB, 450-ADTR, 804-9043, 804-9044, 996-2542, 631-ABFC	Power- Dell Optiplex 5050 Micro - Intel Core i7-7700T (QC/8MB/8T/2.9GHz/35W), 16GB (2x8GB) 2400MHz DDR4, 500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive, Integrated Graphics, Windows 10 Pro (64-bit), USB Keyboard, USB Mouse, E-Star, 3-Year Next Business Day Onsite Warranty	each	1	\$ 1,423.59	\$ 583.67	
201	43211507	210-AKJE	Dell	210-AKJE, 338-BKYY, 370-ADJG, 400-ANPO, 490-BBFG, 580-ADJC, 275-BBBW, 329-BDIO, 329-BBLJ, 387-BBLW, 575-BBGD, 461-AAEE, 804-9043, 804-9044, 996-2552, 619-AHKN, 631-ABFC	Power- Dell Optiplex 5050 SFF -Intel® Core™ i7-7700 (QC/8MB/8T/3.6GHz/65W), 16GB (2x8GB) 2400MHz DDR4, 500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive, Integrated Graphics, Windows 10 Pro (64-bit), USB Keyboard, USB Mouse, E-Star, 3-Year Next Business Day Onsite Warranty	each	1	\$ 1,489.36	\$ 610.64	
202	43211507	210-AKIY	Dell	210-AKIY, 338-BKYY, 619-AHKN, 370-ADJG, 400-ANPO, 575-BBGL, 490-BBFG, 580-ADJC, 275-BBBW, 329-BDIO, 329-BBLJ, 387-BBLW, 631-ABFC, 461-AAEF, 804-9043, 804-9044, 996-2552, 996-2542	Power- Dell Optiplex 5050 Tower- Intel® Core™ i7-7700 (QC/8MB/8T/3.6GHz/65W), 16GB (2x8GB) 2400MHz DDR4, 500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive, Integrated Graphics , Windows 10 Pro (64-bit), USB Keyboard, USB Mouse, E-Star, 3-Year Next Business Day Onsite Warranty	each	1	\$ 1,582.16	\$ 648.69	

206	43211507	210-AOTW	Dell	210-AOTW, 338-BNZX, 619-AHKN, 370-ADZP, 400-AEFT, 329-BDRF, 580-ADJC, 275-BBBW, 387-BBLW, 329-BBJL, 450-AELY, 631-ABRK, 804-9043, 804-9044, 996-2552	Power Dell Optiplex 5060 Micro, Intel Core™ i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux, Windows 10 Pro 64bit, 16GB 1x16GB 2666MHz DDR4 Non-ECC, 500GB 2.5inch Serial ATA (7,200 RPM) Hard Drive, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, 3-Year Next Business Day Onsite Warranty	each	1	\$	1,433.64	\$	587.79
207	43211507	210-AOTX	Dell	210-AOTX, 338-BNZW, 619-AHKN, 370-AEBF, 400-AEFT, 490-BBFG, 329-BDRI, 580-ADJC, 275-BBBW, 387-BBLW, 461-AAEE, 575-BBRV, 329-BBJL, 450-AAOJ, 631-ABRK, 804-9043, 804-9044, 996-2552	Power Dell Optiplex 5060 SFF, Intel Core™ i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux, Windows 10 Pro 64bit, 16GB 1x16GB 2666MHz DDR4 UDIMM Non-ECC, 500GB 2.5inch Serial ATA (7,200 RPM) Hard Drive, Intel Integrated Graphics, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, 3-Year Next Business Day Onsite Warranty	each	1	\$	1,521.64	\$	623.87
208	43211507	210-AOTS	Dell	210-AOTS, 338-BNZW, 619-AHKN, 370-AEBF, 400-AEFT, 575-BBGL, 490-BBFG, 329-BDRG, 580-ADJC, 275-BBBW, 387-BBLW, 461-AAEF, 329-BBJL, 450-AAOJ, 631-ABRK, 804-9043, 804-9044, 996-2552	Power Dell Optiplex 5060 Tower, Intel Core™ i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux, Windows 10 Pro 64bit, 16GB 1x16GB 2666MHz DDR4 UDIMM Non-ECC, 500GB 2.5inch Serial ATA (7,200 RPM) Hard Drive, Intel Integrated Graphics, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, 3-Year Next Business Day Onsite Warranty	each	1	\$	1,586.36	\$	650.41
203	43211507	210-AKOM	Dell	210-AKOM, 338-BKYN, 619-AHKN, 370-ADJH, 400-ANPO, 329-BDXX, 580-ADJC, 275-BBBW, 387-BBLW, 329-BBJL, 389-BRPY, 450-ADTR, 812-3886, 812-3887, 996-2552	Power- Dell Optiplex 7050 Micro -Intel Core i7-7700T (QC/8MB/8T/2.9GHz/35W), 16GB (2x8GB) 2400MHz DDR4, 500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive, Integrated Graphics, Windows 10 Pro (64-bit), USB Keyboard, USB Mouse, E-Star, 3-Year Next Business Day Onsite Warranty	each	1	\$	1,461.36	\$	599.16
204	43211507	210-AKOK	Dell	210-AKOK, 338-BKYY, 619-AHKN, 370-ADJS, 400-ANPO, 490-BBFG, 329-BDJI, 580-ADJC, 275-BBBW, 387-BBLW, 575-BBGD, 329-BBJL, 631-ABGL, 812-3886, 812-3887, 996-2552	Power- Dell Optiplex 7050 SFF -Intel® Core™ i7-7700 (QC/8MB/8T/3.6GHz/65W), 16GB (2x8GB) 2400MHz DDR4, 500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive, Integrated Graphics, Windows 10 Pro (64-bit), USB Keyboard, USB Mouse, E-Star, 3-Year Next Business Day Onsite Warranty	each	1	\$	1,598.50	\$	655.39

205	43211507	210-AKOJ	Dell	210-AKOJ, 338-BKYX, 619-AHKN, 370-ADJS, 400-ANPO, 575-BBGL, 490-BBFG, 329-BDHN, 580-ADJC, 275-BBBW, 387-BBLW, 450-AAOJ, 329-BBJL, 812-3886, 812-3887, 996-2552	Power- Dell Optiplex 7050 Tower- Intel® Core™ i7-7700 (QC/8MB/8T/3.6GHz/65W), 16GB (2x8GB) 2400MHz DDR4, 500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive, Integrated Graphics , Windows 10 Pro (64-bit), USB Keyboard, USB Mouse, E-Star, 3-Year Next Business Day Onsite Warranty	each	1	\$ 1,586.36	\$ 650.41
209	43211507	210-AOLK	Dell	210-AOLK, 338-BNZX, 619-AHKN, 370-ADZP, 400-AEFT, 329-BDSN, 580-ADJC, 275-BBBW, 387-BBLW, 329-BBJL, 450-AAZN, 450-AELY, 631-ABQP, 812-3886, 812-3887, 996-2552	Power- Dell Optiplex 7060 Micro, Intel Core™ i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux , Windows 10 Pro 64bit, 16GB 1x16GB 2666MHz DDR4 Non-ECC , 500GB 2.5inch Serial ATA (7,200 RPM) Hard Drive, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, 3-Year Next Business Day Onsite Warranty	each	1	\$ 1,494.93	\$ 612.92
210	43211507	210-AOKU	Dell	210-AOKU, 338-BNZW, 619-AHKN, 370-AEBF, 400-AWFO, 490-BBFG, 329-BDSO, 580-ADJC, 275-BBBW, 387-BBLW, 329-BBJL, 450-AAOJ, 631-ABQP, 812-3886, 812-3887, 996-2552	Power- Dell Optiplex 7060 SFF, Intel Core™ i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux, Windows 10 Pro 64bit, 16GB 1x16GB 2666MHz DDR4 UDIMM Non-ECC, 3.5 inch 500GB 7200rpm SATA Hard Disk Drive, Intel Integrated Graphics, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, 3-Year Next Business Day Onsite Warranty	each	1	\$ 1,637.78	\$ 671.49
211	43211507	210-AOKJ	Dell	210-AOKJ, 338-BNZW, 619-AHKN, 370-AEBF, 400-AWFO, 490-BBFG, 329-BDSK, 580-ADJC, 275-BBBW, 387-BBLW, 387-BBLW, 631-ABQP, 450-AAOJ, 812-3886, 812-3887, 996-2552	Power- Dell Optiplex 7060 Tower, Intel Core™ i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux, Windows 10 Pro 64bit, 16GB 1x16GB 2666MHz DDR4 UDIMM Non-ECC, 3.5 inch 500GB 7200rpm SATA Hard Disk Drive, Intel Integrated Graphics, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, 3-Year Next Business Day Onsite Warranty	each	1	\$ 1,625.64	\$ 666.51
Workstation Configuration									
300A	43211507	210-ANJK	Dell	210-ANJK, 338-BNBK, 412-AALF, 619-AMUB, 321-BDCP, 490-BECC, 370-ADTE, 449-BBLT, 403-BBRL, 400-ASSK, 429-ABEP, 580-ADJC, 275-BBBW, 470-AAKG, 658-BDQM, 411-XXYB, 329-BBJL, 470-0152, 997-7163, 997-7165, 996-2552	Dell Precision 5820, Intel Xeon W-2102 2.9GHz, 4C, 8.25M Cache, No Turbo, No HT, (120W) DDR4-2400, Windows 10 Pro for Workstations (up to 4 Cores), Radeon Pro WX 2100, 2GB, DP, 2 mDP (5820T), 16GB (2x8GB) 2666MHz RDIMM ECC, 3.5" 1TB 7200rpm SATA Hard Drive, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, Mini DisplayPort to DisplayPort, 3-Year Next Business Day Onsite Warranty	each	1	\$ 2,169.52	\$ 889.50
All In One Configuration									

400	43211507	329-BDHU	Dell	210-AKMX, 329-BDHU, 338-BKYY, 619-AHKN, 575-BBHQ, 490-BBFG, 370-ADJW, 400-ANPO, 580-ADJC, 275-BBBW, 658-BBRB, 997-6870, 997-6872, 996-2542	Dell OptiPlex 7450 AIO - Intel Core i5-7500 (QC/6MB/4T/3.4GHz/65W), 8GB (1x8GB) 2400MHz DDR4, 500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive, 23.8" FHD NonTouch with No Camera, Integrated Graphics, Windows 10 Pro (64-bit), USB Keyboard, USB Mouse, E-Star, 3-Year Next Business Day Onsite Warranty	each	1	\$	1,548.59	\$	634.92	
401	43211507	210-APOL	Dell	210-APOL, 338-BOCK, 619-AHKN, 370-ADZL, 400-AEFT, 490-BBFG, 329-BDOO, 580-ADJC, 275-BBBW, 387-BBLW, 391-BBDM, 631-ABRU, 329-BBJL, 450-AAOJ, 997-6870, 997-6872, 996-2552	Dell OptiPlex 7460 AIO, Intel Core™ i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux, Windows 10 Pro 64bit, 8GB 1X8GB 2666MHz DDR4 Non-ECC, 500GB 2.5inch Serial ATA (7,200 RPM) Hard Drive, Dell OptiPlex, Intel Integrated Graphics, 7460 AIO 23.8" FHD 1920x1080 IPS Non-Touch Anti-Glare, No Camera, Integrated Graphics, Bronze PSU, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, 3-Year Next Business Day Onsite Warranty	each	1	\$	1,572.92	\$	644.90	
402	43211507	210-APOM	Dell	210-APOM, 338-BOCK, 619-AHKN, 370-ADZL, 400-AOZG, 490-BBFG, 329-BDRT, 580-ADJC, 275-BBBW, 575-BBRH, 387-BBLW, 391-BBDM, 450-AAOJ, 329-BBJL, 631-ABRU, 997-6870, 997-6872, 996-2552	Dell OptiPlex 7760 AIO, Intel Core™ i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux, Windows 10 Pro 64bit, 8GB 1X8GB 2666MHz DDR4 Non-ECC, 500GB 2.5inch Serial ATA (5,400 Rpm) Hard Drive, 7760 AIO 27" FHD 1920x1080 IPS NonTouch Anti-Glare, No Camera, Integrated Graphics, Platinum PSU, Dell KB216 Wired Keyboard English Black, Dell MS116 Wired Mouse Black, Height Adjustable Stand, 3-Year Next Business Day Onsite Warranty	each	1	\$	1,827.28	\$	749.18	
Monitor Options												
1800	43211902	210-ANKK	Dell	210-ANKK, 805-9659, 805-9660	P2018H- Dell 19" Monitor	each	1	\$	199.99	\$	115.99	
1801	43211902	210-ALCS	Dell	210-ALCS, 805-9659, 805-9660	P2418HT- Dell 24" Touch Monitor	each	1	\$	399.99	\$	231.99	
1802a	43211902	210-AQBK	Dell	210-AQBK, 814-9381, 814-9382	P2219H- Dell 22 " Monitor	each	1	\$	229.99	\$	133.39	
1803a	43211902	210-AQDX	Dell	210-AQDX, 814-5380, 814-5381	P2419H- Dell 24" Monitor	each	1	\$	279.99	\$	162.39	
Options / Upgrades												
1003a	43211507	370-AEBF	Dell	370-AEBF	16GB 1X16GB 2666MHz DDR4 Non-ECC	each	1	\$	350.00	\$	220.50	
1005a	43211507	340-ABIG, 400-AWFS, 773-BBBC	Dell	340-ABIG, 400-AWFS, 773-BBBC	M.2 256GB SATA Class 20 Solid State Drive	each	1	\$	240.00	\$	151.20	
1009a	43211507	555-BDZS, 555-BDZX	Dell	555-BDZS, 555-BDZX	Qualcomm QCA61x4A Dual-band 2x2 802.11ac Wireless with MU-MIMO + Bluetooth 4.2 with Internal Antenna	each	1	\$	40.00	\$	25.20	
1011a	43211507	382-BBFW	Dell	382-BBFW	VGA Video Port, Micro	each	1	\$	20.00	\$	12.60	
1012a	43211507	382-BBFP	Dell	382-BBFP	Additional DisplayPort for Micro	each	1	\$	20.00	\$	12.60	
1013a	43211507	382-BBFS	Dell	382-BBFS	PS/2 Port Adapter for Micro	each	1	\$	20.00	\$	12.60	
1014a	43211507	382-BBFO	Dell	382-BBFO	Serial Port Adapter for Micro	each	1	\$	20.00	\$	12.60	
1015	43211507	429-AAUX	Dell	429-AAUX	Dell External USB Slim DVD+-RW Optical Drive	each	1	\$	59.99	\$	37.79	
1016	43211507	452-BCOC	Dell	452-BCOC	Dell Micro AIO Stand MFS18	each	1	\$	99.99	\$	62.99	
1017	43211507	482-BBHP	Dell	482-BBHP	Dell OptiPlex Micro VESA Mount	each	1	\$	29.99	\$	18.89	
1018	43211507	482-BBBQ	Dell	482-BBBQ	Dell OptiPlex Micro Dual VESA Mount	each	1	\$	29.99	\$	18.89	
1019	43211507	482-BBBR	Dell	482-BBBR	Dell OptiPlex Micro Vertical Stand	each	1	\$	19.99	\$	12.59	
1035a	43211507	325-BCXP, 429-ABFH	Dell	325-BCXP, 429-ABFH	8x DVD+-RW 9.5mm Optical Disk Drive for SFF	each	1	\$	50.00	\$	31.50	
1036	43211507	555-BDHE	Dell	555-BDHE	Intel® Dual Band Wireless 8265 (802.11ac) + Bluetooth	each	1	\$	53.00	\$	#REF!	
1037a	43211507	382-BBFG	Dell	382-BBFG	Parallel Port PCIe Card (Low Profile) for SFF	each	1	\$	20.00	\$	12.60	
1038a	43211507	382-BBFY	Dell	382-BBFY	Serial Port Adapter for MT/SFF	each	1	\$	20.00	\$	12.60	
1039a	43211507	382-BBFF	Dell	382-BBFF	Additional VGA Video Port for SFF	each	1	\$	20.00	\$	12.60	
1040a	43211507	382-BBCL	Dell	382-BBCL	Half Height PS2 Serial Adapter for SFF	each	1	\$	20.00	\$	12.60	
1041a	43211507	452-BCOK	Dell	452-BCOK	1 Small Form Factor AIO Stand	each	1	\$	135.70	\$	85.49	
1059a	43211507	325-BCXM, 429-ABFH	Dell	325-BCXM, 429-ABFH	8x DVD+-RW 9.5mm Optical Disk Drive for Tower	each	1	\$	50.00	\$	31.50	
1060a	43211507	555-BDZU, 555-BDZV	Dell	555-BDZU, 555-BDZV	Intel® Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5 with Internal Antenna	each	1	\$	40.00	\$	25.20	
1061a	43211507	382-BBCL	Dell	382-BBCL	Full Height PS2 Serial Adapter for Tower	each	1	\$	20.00	\$	12.60	

1062	43211507	382-BBDO	Dell	382-BBDO	VGA Video Port	each	1	\$	10.00	#REF!	
1137a	43211507	325-BCUD, 429-ABDW	Dell	325-BCUD, 429-ABDW	8X DVD+/RW Slimline	each	1	\$	29.00	\$	18.27
1143	43211507	429-AAZF	Dell	429-AAZF	DVD+/RW Optical Disk Drive	each	1	\$	60.00	#REF!	
1144a	43211507	575-BBRF	Dell	575-BBRF	Height Adjustable Stand	each	1	\$	85.00	\$	53.55
1150a	43211507	555-BEBJ	Dell	555-BEBJ	Intel® Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5	each	1	\$	30.00	\$	18.90
1151a	43211507	631-ABRX	Dell	631-ABRX	Intel® vPro Technology Enabled	each	1	\$	40.00	\$	25.20
1152	43211507	391-BDHR	Dell	391-BDHR	Touch Display Panel/ Touch with Camera	each	1	\$	525.00	\$	330.75
1153	43211507	391-BDHJ	Dell	391-BDHJ	4K TOUCH LCD	each	1	\$	580.00	#REF!	
1155	43211507	580-AEYY	Dell	580-AEYY	Dell KM636 Wireless Keyboard & Mouse Black	each	1	\$	17.99	\$	11.33
1158	43211507	A7639742	Dell	A7639742	C2G 6ft Displayport Cable With Latches MM - Black	each	1	\$	24.99	#REF!	
1159	43211507	470-AANH	Dell	470-AANH	Dell Adapter - DisplayPort to DVI Single-Link	each	1	\$	29.99	\$	18.89
1161	43211507	470-AANJ	Dell	470-AANJ	Dell Adapter - DisplayPort to VGA	each	1	\$	36.99	\$	23.30
1162	43211507	470-ABZX	Dell	470-ABZX	Dell Adapter - HDMI to VGA	each	1	\$	700.00	\$	441.00
1165	43211507	370-AEBT	Dell	370-AEBT	32GB 2X16GB 2666MHz DDR4 Non-ECC	each	1	\$	1,300.00	\$	819.00
1166	43211507	370-AEBU	Dell	370-AEBU	64GB 4X16GB 2666MHz DDR4 UDIM Non-ECC	each	1	\$	135.00	\$	85.05
1167	43211507	340-ABIG, 400-AWFP, 773-BBBC	Dell	340-ABIG, 400-AWFP, 773-BBBC	M.2 128GB SATA Class 20 Solid State Drive	each	1	\$	450.00	\$	283.50
1168	43211507	340-ABIG, 400-AWFPV, 773-BBBC	Dell	340-ABIG, 400-AWFPV, 773-BBBC	M.2 512GB SATA Class 20 Solid State Drive	each	1	\$	20.00	\$	12.60
1169	43211507	382-BBFL	Dell	382-BBFL	Additional HDMI 2.0b Video Port for Micro	each	1	\$	205.00	\$	129.15
1170	43211507	338-BNZV	Dell	338-BNZV	Intel Core™ i5-8500T (6 Cores/9MB/6T/up to 3.5GHz/35W); supports Windows 10/Linux	each	1	\$	340.00	\$	214.20
1171	43211507	338-BNZX	Dell	338-BNZX	Intel Core™ i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux	each	1	\$	20.00	\$	12.60
1172	43211507	750-ABDP	Dell	750-ABDP	Dust filter for Micro	each	1	\$	20.00	\$	12.60
1173	43211507	382-BBFX	Dell	382-BBFX	USB 3.1 Type-C PCIe Card for Micro	each	1	\$	20.00	\$	12.60
1174	43211507	658-BCXT	Dell	658-BCXT	Intel Unite SW (must add Intel® vPro Technology Enabled) (7060 Micro)	each	1	\$	-	\$	-
1175	43211507	631-ABQQ	Dell	631-ABQQ	Intel® vPro Technology Enabled (7060 Only)	each	1	\$	40.00	\$	25.20
1176	43211507	555-BDZU, 555-BDZY	Dell	555-BDZU, 555-BDZY	Intel® Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5 with External Antenna	each	1	\$	50.00	\$	31.50
1177	43211507	382-BBFL	Dell	382-BBFL	Serial Port PCIe Card (Low Profile) for SFF	each	1	\$	20.00	\$	12.60
1178	43211507	382-BBFV	Dell	382-BBFV	Additional HDMI 2.0b Video Port for SFF	each	1	\$	20.00	\$	12.60
1179	43211507	382-BBFT	Dell	382-BBFT	Additional DisplayPort for SFF	each	1	\$	20.00	\$	12.60
1180	43211507	338-BNZU	Dell	338-BNZU	Intel Core™ i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	each	1	\$	205.00	\$	129.15
1181	43211507	338-BNZW	Dell	338-BNZW	Intel Core™ i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux	each	1	\$	340.00	\$	214.20
1182	43211507	490-BEFV	Dell	490-BEFV	NVIDIA GeForce® GT 730, 2GB, HH (DP/DP)	each	1	\$	110.00	\$	69.30
1183	43211507	490-BEFW	Dell	490-BEFW	AMD Radeon™ R5 430, 2GB, HH (DP/DP)	each	1	\$	110.00	\$	69.30
1184	43211507	490-BEFX	Dell	490-BEFX	AMD Radeon™ RX 550, 4GB, HH (DP/MDP/MDP)	each	1	\$	180.00	\$	113.40
1185	43211507	750-ABDQ	Dell	750-ABDQ	Dust filter for SFF	each	1	\$	30.00	\$	18.90
1186	43211507	382-BBFH	Dell	382-BBFH	PCIe card with serial and parallel port, Full Height	each	1	\$	20.00	\$	12.60
1187	43211507	382-BBFX	Dell	382-BBFX	Additional VGA Video Port for Tower	each	1	\$	20.00	\$	12.60
1188	43211507	382-BBFU	Dell	382-BBFU	Additional DisplayPort for Tower	each	1	\$	20.00	\$	12.60
1189	43211507	382-BBFM	Dell	382-BBFM	Additional HDMI 2.0b Video Port for Tower	each	1	\$	20.00	\$	12.60
1190	43211507	382-BBFR	Dell	382-BBFR	USB 3.1 Type-C PCIe Card	each	1	\$	20.00	#REF!	
1191	43211507	400-AHZI, 575-BBGL	Dell	400-AHZI, 575-BBGL	2.5 inch 1TB 7200rpm Hard Disk Drive	each	1	\$	130.00	\$	81.90
1192	43211507	490-BEFT	Dell	490-BEFT	AMD Radeon™ R5 430, 2GB, (DP/SL-DVI-I)	each	1	\$	110.00	\$	69.30
1193	43211507	490-BEFU	Dell	490-BEFU	AMD Radeon™ RX 550, 4GB, FH (DP/MDP/MDP)	each	1	\$	180.00	\$	113.40
1194	43211507	750-ABDR	Dell	750-ABDR	Dust filter for Tower	each	1	\$	30.00	\$	18.90
1195	43211507	490-BEGF	Dell	490-BEGF	NVIDIA GeForce® GTX 1050, 4GB (DP/HDMI/DL-DVI)	each	1	\$	280.00	\$	176.40
1196	43211507	490-BEBY	Dell	490-BEBY	Radeon Pro WX 3100, 4GB, DP, 2 mDP (5820T)	each	1	\$	210.33	\$	132.51
1197	43211507	631-ABMK	Dell	631-ABMK	Intel® vPro Technology Enabled (5820)	each	1	\$	25.00	\$	15.75
1198	43211507	338-BNBX, 412-AALF	Dell	338-BNBX, 412-AALF	Intel Xeon W-2123 3.6GHz, 3.9GHz Turbo, 4C, 8.25M Cache, HT, (120W) DDR4-2666	each	1	\$	239.00	\$	150.57
1199	43211507	338-BNBR, 412-AALF	Dell	338-BNBR, 412-AALF	Intel Xeon W-2125 4.0GHz, 4.5GHz Turbo, 4C, 8.25M Cache, HT, (120W) DDR4-2666	each	1	\$	629.00	\$	396.27
1200	43211507	370-ADVE	Dell	370-ADVE	32GB (2x16GB) 2666MHz DDR4 RDIMM ECC	each	1	\$	1,149.00	\$	723.87
1201	43211507	370-ADVI	Dell	370-ADVI	64GB (4x16GB) 2666MHz DDR4 RDIMM ECC	each	1	\$	2,299.00	\$	1,448.37
1202	43211507	400-AUPE	Dell	400-AUPE	2.5" 256GB SATA Class 20 Solid State Drive	each	1	\$	363.00	\$	228.69
1203	43211507	400-AUOZ	Dell	400-AUOZ	2.5" 512GB SATA Class 20 Solid State Drive	each	1	\$	640.00	\$	403.20
1204	43211507	575-BBRR	Dell	575-BBRR	Articulating stand	each	1	\$	120.00	\$	75.60
1205	43211507	329-BDQV	Dell	329-BDQV	7460 AIO 23.8" FHD 1920x1080 IPS Touch Anti-Glare, Camera, Integrated Graphics, Bronze PSU	each	1	\$	260.00	\$	163.80
1206	43211507	338-BOCM	Dell	338-BOCM	Intel Core™ i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux	each	1	\$	340.00	\$	214.20
1207	43211507	340-ABIG, 400-AWHW, 773-BBBJ	Dell	340-ABIG, 400-AWHW, 773-BBBJ	M.2 256GB SATA Class 20 Solid State Drive	each	1	\$	240.00	\$	151.20

1208	43211507	329-BDRQ	Dell	7760 AIO 27" FHD 1920x1080 IPS Non-Touch Anti-Glare, IR Camera, Discrete Graphics, Platinum PSU	each	1	\$	180.00	\$	113.40
1209	43211507	490-BEHE	Dell	NVIDIA GeForce GTX 1050, 4GB	each	1	\$	280.00	\$	176.40
1210	43211507	330-6841	Dell	Dell Adapter - Display Port-to-Dual Link DVI	each	1	\$	19.99	\$	#REF!
Service Options / Upgrades										
3000a	43211507	803-8583, 803-8591	Dell	4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	each	1	\$	178.00	\$	112.14
3001a	43211507	803-8583, 803-8593	Dell	5 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	each	1	\$	208.00	\$	131.04
3005	43211507	984-0092	Dell	Keep Your Hard Drive, 3 Years	each	1	\$	20.00	\$	12.60
3006	43211507	981-3953	Dell	Keep Your Hard Drive, 4 Years	each	1	\$	25.00	\$	15.75
3007	43211507	980-7554	Dell	Keep Your Hard Drive, 5 Years	each	1	\$	30.00	\$	18.90
3008	43211507	997-7163, 997-7166	Dell	Upgrade to 4-Year Next Business Day Onsite Warranty	each	1	\$	388.83	\$	244.96
3009	43211507	997-7163, 997-7168	Dell	Upgrade to 5-Year Next Business Day Onsite Warranty	each	1	\$	499.09	\$	314.43
3010	43211507	989-3449, 997-7163, 997-7188, 997-7208	Dell	Upgrade to 3-Year ProSupport with Next Business Day Onsite Warranty	each	1	\$	352.00	\$	221.76
3011	43211507	989-3449, 997-7163, 997-7189, 997-7209	Dell	Upgrade to 4-Year ProSupport with Next Business Day Onsite Warranty	each	1	\$	513.00	\$	323.19
3012	43211507	989-3449, 997-7163, 997-7191, 997-7211	Dell	Upgrade to 5-Year ProSupport with Next Business Day Onsite Warranty	each	1	\$	644.00	\$	405.72
3013	43211507	984-1772	Dell	Keep Your Hard Drive, 3 Years	each	1	\$	20.00	\$	12.60
3014	43211507	981-5573	Dell	Keep Your Hard Drive, 4 Years	each	1	\$	25.00	\$	15.75
3015	43211507	980-9194	Dell	Keep Your Hard Drive, 5 Years	each	1	\$	30.00	\$	18.90
3016	43211507	997-6870, 997-6873	Dell	Upgrade to 4-Year Next Business Day Onsite Warranty	each	1	\$	338.83	\$	213.46
3017	43211507	997-6870, 997-6875	Dell	Upgrade to 5-Year Next Business Day Onsite Warranty	each	1	\$	369.09	\$	232.53
3018	43211507	989-3449, 997-6870, 997-6895, 997-6915	Dell	Upgrade to 3-Year ProSupport with Next Business Day Onsite Warranty	each	1	\$	312.00	\$	196.56
3019	43211507	989-3449, 997-6870, 997-6896, 997-6916	Dell	Upgrade to 4-Year ProSupport with Next Business Day Onsite Warranty	each	1	\$	422.00	\$	265.86
3020	43211507	989-3449, 997-6870, 997-6898, 997-6918	Dell	Upgrade to 5-Year ProSupport with Next Business Day Onsite Warranty	each	1	\$	442.00	\$	278.46
3025	43211507	803-8583, 803-8774, 803-8802, 803-8830, 803-8886, 997-8367	Dell	3 Years ProSupport with Next Business Day Onsite Service	each	1	\$	188.00	\$	118.44
3026	43211507	803-8583, 803-8775, 803-8803, 803-8831, 803-8887, 997-8367	Dell	4 Years ProSupport with Next Business Day Onsite Service	each	1	\$	295.00	\$	185.85
3027	43211507	803-8583, 803-8777, 803-8805, 803-8833, 803-8889, 997-8367	Dell	5 Years ProSupport with Next Business Day Onsite Service	each	1	\$	344.00	\$	216.72
3028	43211507	804-9043, 804-9046	Dell	4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	each	1	\$	188.00	\$	118.44
3029	43211507	804-9043, 804-9047	Dell	5 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	each	1	\$	228.00	\$	143.64
3030	43211507	804-9043, 804-9050, 804-9070, 989-3449	Dell	3 Years ProSupport with Next Business Day Onsite Service	each	1	\$	178.00	\$	112.14
3031	43211507	804-9043, 804-9051, 804-9071, 989-3449	Dell	4 Years ProSupport with Next Business Day Onsite Service	each	1	\$	288.00	\$	181.44
3032	43211507	804-9043, 804-9052, 804-9072, 989-3449	Dell	5 Years ProSupport with Next Business Day Onsite Service	each	1	\$	328.00	\$	206.64
3033	43211507	812-3886, 812-3889	Dell	4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	each	1	\$	322.00	\$	202.86
3034	43211507	812-3886, 812-3890	Dell	5 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	each	1	\$	342.00	\$	215.46
3035	43211507	812-3886, 812-3894, 812-3908, 989-3449	Dell	3 Years ProSupport with Next Business Day Onsite Service	each	1	\$	312.00	\$	196.56
3036	43211507	812-3886, 812-3898, 812-3909, 989-3449	Dell	4 Years ProSupport with Next Business Day Onsite Service	each	1	\$	422.00	\$	265.86
3037	43211507	812-3886, 812-3900, 812-3910, 989-3449	Dell	5 Years ProSupport with Next Business Day Onsite Service	each	1	\$	442.00	\$	278.46

Value Added Services										
4000a	81110000	GDS-INS-CPU	Granite Data Solutions	Installation Services	each	1	\$	68.00	\$	35.36
4001a	81110000	GDS-ATG-CPU	Granite Data Solutions	Asset Tagging Services - Customer Provided Tags	each	1	\$	17.25	\$	8.97

4002	81110000	GDS-AIN-CPU	Granite Data Solutions	GDS-AIN-CPU	Asset Information via Internet	each	1	\$	-	\$	-	-
4003a	81110000	GDS-IMG-CPU	Granite Data Solutions	GDS-IMG-CPU	Imaging	each	1	\$	39.00	\$	20.28	20.28
4004a	81110000	GDS-SWC-CPU	Granite Data Solutions	GDS-SWC-CPU	Self-Warranty Certification	each	1	\$	-	\$	-	-
4005a	81110000	GDS-DIS-CPU	Granite Data Solutions	GDS-DIS-CPU	Take-Back Services	each	1	\$	17.25	\$	8.97	8.97
4006a	81110000	GDS-DLG-CPU	Granite Data Solutions	GDS-DLG-CPU	Deployments & Logistics Services	each	1	\$	70.00	\$	36.40	36.40
4007a	81110000	GDS-EMG-CPU	Granite Data Solutions	GDS-EMG-CPU	Emergency Services ( 4 hour response)	each	1	\$	98.00	\$	50.96	50.96



FENIX # 2096

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

State of California  
**CONTRACT USER INSTRUCTIONS**  
\*\*\*\*MANDATORY\*\*\*\*

**Supplement 5**  
(Incorporates Supplement 1-5)

ISSUE AND EFFECTIVE DATE: <b>9/24/2018</b>	
CONTRACT NUMBER:	1-17-70-01A
DESCRIPTION:	Desktop Computers (Dell)
CONTRACTOR(S):	Granite Data Solutions
CONTRACT TERM:	07/01/2017 through 06/30/2020
STATE CONTRACT ADMINISTRATOR:	Eugene Shemereko 916-441-9653 <a href="mailto:eugene.shemereko@dgs.ca.gov">eugene.shemereko@dgs.ca.gov</a>

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: <http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit%208.22%20IT%20General%20Provisions.pdf>

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

ORDER PLACEMENT INFORMATION		Granite Data Solutions
U.S. Mail	Contact	Contractor Contract Manager
Granite Data Solutions 5321 Luce Avenue McClellan, CA 95652	Granite Data Solutions Fax: (916) 735-3551 <a href="mailto:pcggoods@granitedatasolutions.com">pcggoods@granitedatasolutions.com</a>	Granite Data Solutions Contact: Scott Mitchell Phone: (916)760-4115 Fax:(916)735-3551 <a href="mailto:smitchell@granitedatasolutions.com">smitchell@granitedatasolutions.com</a>
Contractor Website: <a href="http://www.granitedatasolutions.com">http://www.granitedatasolutions.com</a>		

<signed copy on file>

Eugene Shemereko, Contract Administrator

Date: **9/24/2018**

**Contract (Mandatory) 1-17-70-01A**  
Contract User Instructions, **Supplement 5**

All changes to most recent Supplement are in ***bold red italic***.

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
5	<b><i>Supplement 5 makes the following changes:</i></b> <ul style="list-style-type: none"> <li><b><i>Article 48: Updated Small Business percentage to 0%</i></b></li> </ul>	9/24/2018
4	Supplement 4 makes the following changes: <ul style="list-style-type: none"> <li>Attachment A – Contract Pricing – Rev 1 has been removed and replaced with Attachment A – Contract Pricing – Rev. 8-1-2018</li> </ul>	8/1/2018
3	Supplement 3 makes the following changes: <ul style="list-style-type: none"> <li>Effective 6/27/2018 Contract Administrator changed from Denelle Scott to Eugene Shemereko</li> <li>Article 2 Contract Usage/Rules, Section B Local Governmental Agencies – Language has been modified</li> <li>Article 16 STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT – Language has been modified</li> </ul>	6/28/2018
2	Supplement 2 makes the following changes: <ul style="list-style-type: none"> <li>Front Cover, Article 19. Order Placement, and Article 34. Contract Administration : Address change for Granite Data Solutions</li> </ul>	12/26/2017
1	Supplement 1 makes the following changes: <ul style="list-style-type: none"> <li>Attachment A – Contract Pricing has been removed and replaced with Attachment A – Contract Pricing – Rev 1</li> </ul>	9/19/2017

All other terms and conditions remain the same.

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**Contract (Mandatory) 1-17-70-01A**  
**Contract User Instructions, *Supplement 5***

**1. SCOPE**

The State's contract with Granite Data Solutions (contractor) provides Desktop Computers at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-17-70-01A. 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, warranty issues, customer service and distribution of Desktop Computers 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.
- Ordering 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 and 3, as applicable.
- Prior to placing orders against this contract, 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. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Programs/Delegated.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- 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 as "any city, county, city and county, district or other governmental body or corporation, including 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, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). 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 the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies 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

**Contract (Mandatory) 1-17-70-01A**  
**Contract User Instructions, *Supplement 5***

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 located at:  
<http://www.dgs.ca.gov/ofs/home.aspx> (Go to Price Book 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% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers 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 Desktop Computer Statewide Contract 1-17-70-01A is **mandatory** for use by all State of California departments. The Off-Ramp Provision is not permitted under this contract.

**5. EXEMPT PURCHASES**

To purchase Desktop units other than what is currently available on the contract pricing worksheet requires an approved exemption from the DGS/PD Contract Administrator. Please refer to <http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts/exemptionprocess.aspx> for information and the required justification forms regarding the exemption process.

**Apple Purchases**

When the following conditions are met, Apple desktop computers are exempt from the mandatory provisions of sourced contract 1-17-70-01A:

- Department of Rehabilitation vocational systems and applications for clients;
- Educational and science labs with installed MacIntosh base systems and applications when used for instructional purposes;
- Graphics, Graphic Arts, Video Studio applications exclusively;
- Documented reasonable accommodations.

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 3.

**6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering agencies and/or contractors 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.

**Contract (Mandatory) 1-17-70-01A**  
**Contract User Instructions, *Supplement 5***

For contractor performance issues, ordering agencies must submit a completed [Supplier Performance Report](#) via email or facsimile to the State Contract Administrator identified in Article 34 (Contract Administration). The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

**7. CONTRACT ITEMS**

<b>Desktop Contract Discount Group</b>	<b>Contract Discount</b>
Desktop Configurations (Hardware)	59%
Options / Upgrades	37%
Value Added Services	48%

**A. Core Items**

All items in Attachment A, Contract Pricing, must meet or exceed all mandatory Common Configuration Requirements detailed in Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers. Upgrades and Options are intended to augment proposed configurations. Extended Warranty Options are available as Options/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.

- Value Added Services and Statements of Work

Contractor shall provide the value added services listed in Attachment A, Contract Pricing, related to Desktop Computers as specified by Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers. A statement of work (SOW) may be required when some Value Added Services are ordered. If required the SOW must be created by the ordering agency and submitted to the DGS/PD Contract Administrator for approval prior to the Contractor's acceptance of the order.

**A. Non-Core Products**

Only products meeting or exceeding the specifications of Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers, within the scope of the Desktop Category may be purchased under this contract. Non-Core items meeting or exceeding the specifications may be quoted by the Contractor and require approval by the DGS/PD State Contract Administrator. The DGS/PD Contract Administrator has the unilateral option to approve additional non-core items on a one-time basis at the request of an agency. 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: Desktop Configuration (Hardware), Options/Upgrades, 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.

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**Monitor sizes are limited to the configurations listed in the 1-17-70-01A Desktop Attachment A Contract Pricing. Additional sizes are considered outside of the scope of the desktop contract. These items shall be purchased from the Monitor contract unless an exemption has been approved by that contract administrator.**

Products outside the scope of the Desktop 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, must conform to Attachment B – Exhibit 8.19A Addendum 6, Configuration Spec and Technical Worksheet – Desktop Computers dated 3/3/2017.

**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
Customer Service Unit	(916)760-4416 or (916)760-4138	<a href="mailto:pcgoods@granitedatasolutions.com">pcgoods@granitedatasolutions.com</a>

**10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS**

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

- Detailed line item descriptions of Desktop Computers core configurations, upgrade/downgrade (downgrades cannot be below minimum requirements) options, and value added services;
- Warranty/PPM information
- State-specific contract current pricing;
- SB/DVBE participation information;
- Quote generation
- Contractor's customer service contact information
- Publically available OEM price lists (current and archives)

Contract Website
<a href="http://www.granitedatasolutions.com">http://www.granitedatasolutions.com</a>

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**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 assure acquired configurations are operationally designed for the ordering agency's technology needs. Ordering agencies will assure that the contractor has been appraised 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. Purchase of Non-Core items may not take place without the written authorization of the State's Contract Administrator. The authorization process requires submission of the Contractor's offer format spreadsheet showing company letterhead) which must include the following data elements:

- Contractor letterhead
- Offer/Quote "prepared by" name and contact information
- Offer/Quote number
- Date of Offer/Quote
- Date of the OEM's publically available price index (MSRP/MSIP)
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date
- Contract Line Item Number
- Quantity
- Core/Non-Core (Y/N)
- Description of Item
- Manufacturer's Part Number/SKU
- MSRP/Index Price
- Contract Discount
- Contract Unit Price
- Extended Price (Quantity x Contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax
- Applicable fees
- Grand total
- Note that "Items with "N" in Core/Non-Core Column require approval by the State's CA prior to purchase.

**13. ELECTRONIC WASTE RECYCLING FEE**

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 [http://www.boe.ca.gov/sptaxprog/tax\\_rates\\_stfd.htm#6](http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6) for a breakdown of the current fees.

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**14. PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS**

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 CA. 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 DGS/PD State Contract Administrator.

The Contractor(s) will maintain the contract discount as bid throughout the original term of the contract and any extension(s), 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.

**15. PROMOTIONAL PRICING**

During special pricing promotions, the Contractor shall offer State and local agency purchasers the promotional pricing or the discount percentage off list, per Event ID 0000004112 Section 3.7.1, Pricing, whichever is lower.

The Contractor shall notify the CA 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.

**16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT**

This requirement does not apply to local government agencies.

For State agencies, 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.

**SAMPLE**

**CERTIFICATION OF COMPLIANCE WITH POLICIES PURSUANT TO  
SAM SECTIONS 4819.41 AND 4832**

I hereby certify that I am the agency Director or designee; that the matters described herein are in compliance with the criteria and procedures for information technology prescribed in SAM; any acquisitions of new or enhanced information technology capabilities are consistent with project justification approved by Department of Finance

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myself or my designee; and that the foregoing statements are true to the best of my knowledge and belief.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Title - indicate Director or designee)

**17. PURCHASE EXECUTION**

**A. State Departments**

**1) Std. 65 Purchase Documents**

State departments not transacting in FI\$CAL 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: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard 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
- Electronic Waste Recycling Fee

**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 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 is used by State departments only).

**18. MINIMUM ORDER**

The minimum order shall be one (1) system. Monitors are available on this contract with the purchase of a system and may not be purchased as a standalone item. There is a maximum of two (2) option monitors per system. For the purchase of additional monitors refer to statewide contract 1-17-70-05A and 1-17-70-05B.

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**19. ORDERING PROCEDURE**

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) 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	Facsimile	Email
Granite Data Solutions 5321 Luce Avenue McClellan, CA 95652	(916) 735-3551	<a href="mailto:pcgoods@granitedatasolutions.com">pcgoods@granitedatasolutions.com</a>

Note: 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 State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without CA approval of non-core items
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

**21. ORDER RECEIPT CONFIRMATION**

The Contractor will provide ordering agencies with an order receipt confirmation, via e-mail or facsimile, 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
- Identification of any Out of Stock/Discontinued Items
- Contractor's Order Number
- Description of Goods

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**22. OUT OF STOCK REMEDY**

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

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

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.

**23. DISCONTINUED ITEM REMEDY**

Upon receipt of 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/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 CA.

**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 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 30 days after receipt of an order (ARO) unless otherwise agreed to by the agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

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.

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**25. EMERGENCY/EXPEDITED ORDERS**

Not Applicable.

**26. 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 organization, except the responsibility for latent defects, fraud, and the warranty obligations.

**27. 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.

**28. SHIPPED ORDERS**

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

<http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22 IT General Provisions.pdf>

**29. 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

**30. 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:

- Authorized Purchaser
- Address
- Department and floor
- Authorized Purchaser Contact Name
- Authorized Purchaser Telephone Number

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**31. HAZARDOUS MATERIALS DOCUMENTATION**

For products that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, Section 339, the Contractor must provide a Material Safety Data Sheet (MSDS), via facsimile or email, to the ordering agency upon written request.

**32. INSTALLATION**

Installation is available on the contract as a Value Added Service as described in Attachment B – Exhibit 8.19A Addendum 6 Configuration Spec and Technical Worksheet – Desktop Computers, dated 3/3/2017. This line item may require a Statement of Work. Please refer to Article 7.A.

Physical installation includes coordination of installation with State representative, power-up, installation of latest firmware, installation of software and updates, removal of the equipment that is being replaced, 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.

**33. INSPECTION AND ACCEPTANCE**

In accordance with the General Provisions, unless otherwise noted in the ordering agency's SOW, rejection of deliverables must be processed within 30 days of delivery or it shall be deemed as accepted by the State.

<http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22 IT General Provisions.pdf>

**34. 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.

<b>Administrator Information</b>	<b>DGS/PD (State Contract Administrator)</b>	<b>Granite Data Solutions (Contractor)</b>
<b>Contact Name:</b>	Eugene Shemereko	Scott Mitchell
<b>Telephone:</b>	(916) 441-9653	(916) 760-4115
<b>Facsimile:</b>	(916) 375-4613	(916) 735-3551
<b>Email:</b>	<a href="mailto:eugene.shemereko@dgs.ca.gov">eugene.shemereko@dgs.ca.gov</a>	<a href="mailto:smitchell@granitedatasolutions.com">smitchell@granitedatasolutions.com</a>
<b>Address:</b>	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	Granite Data Solutions Attn: Scott Mitchell 5321 Luce Avenue McClellan, CA 95652

**35. RETURN POLICY**

Contractor will accept all products for return at no cost to the ordering agency within 30 calendar days of delivery, and refund the customer in full. Contractor may impose a Restocking Fee per Article 37. 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. The Contractor shall provide the CA and/or ordering department(s) a copy of the Contractor's material cost, if requested, within ten (10) days of request.

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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.

**36. CREDIT POLICY**

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

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

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

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

**37. 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 30 calendar days of delivery
- Items that are returned, but exchanged for other items within 30 calendar days.

Re-stocking fees for all other reasons shall be zero percent (0%) of the value of the items needing re-stocking.

The packaging and documentation provisions of Article 35, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than 60 days after delivery. The State will be responsible for return transportation costs to the Contractor if so accepted after 60 days after delivery.

**38. INVOICING**

Ordering agencies may require separate invoicing, as specified by each ordering agency. The Contractor's invoice must identify, at a minimum, the information listed below:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (State's Contract Number)
- Agency Order Number (Purchase Order Number)
- Agency Billing Code
- Ordering Agency Name
- Delivery address of the order
- Product(s) description
- Contractor's product stock keeping unit number (SKU)
- State Contract Price(s) per unit(s) and extended price
- Quantities of merchandise issued
- Date ordered
- Date delivered
- Listing of returns or back ordered items
- If applicable, discounts shall be clearly indicated on each invoice as a written statement.

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- Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency
- Any other mutually agreed upon requirements the State may later deem necessary

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

**39. 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 Purchasing Authority Purchase Order (Std. 65) as referenced in 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 departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1 and 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

The State reserves 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 Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

D. Payee Data Record

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

**40. 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 balance due or credit, if applicable, and state "paid by CAL-Card".

For additional information regarding DGS/PD's CAL-Card program, see the following website:  
<http://www.dgs.ca.gov/pd/Programs/CALCard.aspx>.

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**41. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the contractor is listed below. State departments can verify that permits are currently valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Granite Data Solutions	100-299591

**42. 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.

**43. 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.
- Be the single point of contact for all warranty issues and subsequent resolution.

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 product(s) 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

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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.

**44. QUALITY ASSURANCE GUARANTEES**

The Contractor(s) shall represent and warrant that Desktop Computer 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.

**45. EQUIPMENT REPLACEMENT DURING WARRANTY**

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

**46. PRINCIPAL PERIOD OF MAINTENANCE**

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 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 48 hours.

**Metropolitan Areas**

Counties

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

Cities

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

- For Monitors only: NBD cross-ship Exchange of Replacement monitor.

**47. RECYCLED CONTENT**

There is no recycled content associated with this contract.

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**48. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

The small business (SB) and disabled veteran business enterprise (DVBE) certifications and percentages for the contractor(s) and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

CONTRACTOR INFORMATION				
Name	OSDS Certification #	SB Percent (%)	DVBE Percent (%)	Work to be Performed
Granite Data Solutions	26068	<del>100%</del> 0%	100%	All

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 100% **and 100%, respectively.**

***There is no small business (SB) participation for this contract.***

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.

**49. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)**

The DGS/PD, as the awarding department, has assessed the prime Contractor's 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 department should make a notation of this within their procurement file.

**50. TAKE BACK/TRADE IN**

Before any Take Back or Trade-In can occur, ordering agencies 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 agency must explore the reutilization of surplus IT equipment prior to requesting approval for recycling or attempting to use the equipment as a credit toward the purchase of new equipment.

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

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See Attachment C, Take Back/Trade In for more information.

**51. 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 [http://www.boe.ca.gov/sptaxprog/tax\\_rates\\_stfd.htm#6](http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6) for a breakdown of the fees.

**52. ATTACHMENTS**

Attachment A – Contract Pricing – Rev. 8-1-2018

Attachment B – Exhibit 8.19A Addendum 6 – Configuration Spec and Technical Worksheet – Desktop Computers dated 3/3/2017

Attachment C – Take Back/Trade In

Attachment D – Supplier Performance Report