



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

State of California
CONTRACT USER INSTRUCTIONS

****MANDATORY****

Supplement 10
(Incorporates Supplement 1-10)

| | |
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| ISSUE AND EFFECTIVE DATE: 1/22/2019 | |
| CONTRACT NUMBER: | 1-16-70-04A |
| DESCRIPTION: | Desktop Printers, Office (Workgroup) Printers and Multi-Functional Devices (MFD's) |
| CONTRACTOR(S): | NWN Corporation |
| CONTRACT TERM: | September 1, 2016 through August 31, 2020 |
| STATE CONTRACT ADMINISTRATOR: | Steve Funderburk (916) 375-4446 steve.funderburk@dgs.ca.gov |

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Cal eProcure link: www.caleprocure.ca.gov

| ORDER PLACEMENT INFORMATION | | NWN Corporation |
|---|---|--|
| U.S. Mail | Contact | Contractor Contract Manager |
| NWN Corporation 2969 Prospect Park Drive, Suite 225 Rancho Cordova, CA 95670 | NWN Corporation 2969 Prospect Park Drive, Suite 225 Rancho Cordova, CA 95670 Contact: Tim Meade Phone: (916) 637-2200 Fax: (916) 596-4800 SCA_Sales_Team@nwnit.com | NWN Corporation 2969 Prospect Park Drive, Suite 225 Rancho Cordova, CA 95670 Contact: Matt Niemann Phone: (916) 637-2135 Fax: (916) 596-4800 mniemann@nwnit.com |
| Contractor Website: www.nwnit.com | | |
| OEM Catalog URL: www.hp.com/go/indexpricing | | |

_____ <signature on file> _____
Steve Funderburk, Contract Administrator

Date: **January 22, 2019**

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

| SUMMARY OF CHANGES | | |
|---------------------------|---|------------------------|
| Supplement No. | Description/Articles | Supplement Date |
| 10 | <i>Subject contract for Printers is hereby modified to reflect the following changes:</i> <ul style="list-style-type: none"> ➤ <i>Article 48: Subcontractor information updated</i> ➤ <i>Attachment C – Postconsumer Content Certification Workbook: updated to include current contract items</i> | 1/22/19 |
| 9 | Subject contract for Printers is hereby modified to reflect the following changes: <ul style="list-style-type: none"> ➤ Contract has been extended from 8/31/2019 to 8/31/2020 | 10/18/18 |
| 8 | Subject contract for Printers is hereby modified to reflect the following changes: <ul style="list-style-type: none"> ➤ Article 16: Updated certification language ➤ Article 34: State contract administrator changed from Eileen Tardiff to Steve Funderburk | 7/11/18 |
| 7 | Subject contract for Printers is hereby modified to reflect the following changes: <ul style="list-style-type: none"> ➤ Page 4: update to billing codes for locals ➤ Page 6: Update to off-ramp language ➤ Page 22: correction to OSDS# | 6/1/18 |
| 6 | Subject contract for Printers is hereby modified to reflect the following changes: <ul style="list-style-type: none"> ➤ Front cover, Page 14 & Page 17: Contractor address updated ➤ Page 22: DVBE added to contract ➤ Attachment A1: Mobile All-In-One added to the contract ➤ Attachment A1-A3: several CLIN's have refreshed models; updates to SKU's | 9/28/17 |
| 5 | Subject contract for Printers is hereby modified to reflect the following changes: <ul style="list-style-type: none"> ➤ Page 21: Patriot IT is no longer a DVBE on this contract. ➤ Page 21: Global Blue's DVBE has increased to 3%. ➤ Attachment A3: CLIN 3B-300-1 - The warranty has been updated for the High-Volume Monochrome Printer ➤ Attachment A3: CLIN 3D-200-1 – discount has been corrected (calculation error). | 2/17/17 |
| 4 | Subject contract for Printers is hereby modified to reflect the following changes: <ul style="list-style-type: none"> ➤ Attachment A1: 2 laserjet machines have been added to the desktop machines ➤ Attachment E – updated with desktop laserjet machines | 11/22/16 |

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|---|--|------------|
| 3 | <p>Subject contract for Printers is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Page 3, # 2A: Changed non-IT to IT ➤ Page 8, #2: Exclusion of non-core approval for USB Cables. ➤ Page 12, Documentation: removed from the User Instructions (PO's do not need to be mailed to DGS any longer – taken care of in FISCAL) ➤ Attachment A1: corrections to the discount calculations ➤ Attachment A1 (All-In-One Printers): updated with the correct toner cartridges. ➤ Attachment A2: CLIN 2A-300 has been updated with the SKU #. ➤ Attachment A3: Title has been added ➤ Attachment E – updated with current machines | 10/18/2016 |
| 2 | <p>Subject contract for Printers is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Attachment A1: corrections to machines 1A, 1B & 1D. Refresh to show updated machines. ➤ Attachment A2: Correction to machines 2B. 500 sheet tray removed and price reduction to show change. ➤ Attachment D: PCRC Workbook has been updated to reflect the standard device changes. | 9/19/2016 |
| 1 | <p>Subject contract for Printers is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Attachment A2 & A3: corrects warranty description for all STD Devices. | 9/12/2016 |

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with **NWN Corporation** provides **Desktop Printers, Office Printers and Multi-Functional Devices** at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of **Contract # 1-16-70-04A**. The contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Desktop Printers, Office Printers and Multi-Functional Devices to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year 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/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at 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.
- Local Governmental agencies do not require a billing code.

- 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.

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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 Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on “Purchasing” under Procurement Division.)

B. Local Governmental Agencies

No fees are required to be submitted to the State of California from the local agencies use of this contract. The local Administrative fee is paid to the State of California by the contractor.

4. SB/DVBE OFF-RAMP PROVISION

The Desktop Printers, Office Printers and Multi-Functional Devices, Statewide Contract 1-16-70-04A is **mandatory** for use by all State of California departments except when the “SB/DVBE Off-Ramp” provision is utilized. The SB/DVBE Off-Ramp provision allows a State department to, at its option, purchase contract items from a certified Small Business (SB), including a “microbusiness” (MB), or a Disabled Veteran Business Enterprise (DVBE) in accordance with the rules outlined within this document.

Note: The rules outlined herein are exclusive to the Desktop Printers, Office Printers and Multi-Functional Devices Statewide Contract 1-16-70-04A and do not affect any other contract. Departments may not use the SB/DVBE Off-ramp provision to buy outside of the mandatory statewide contract if the rules cannot be applied. In these situations, the purchase must be made through the mandatory statewide contract.

A. SB/DVBE Offramp Provision Usage Rules

In order to utilize the SB/DVBE Off-ramp provision, departments must comply with the following usage rules:

| Requirement | Description / Procedure |
|--------------------------------|---|
| Purchasing Authority | Departments must have approved Purchasing Authority Category for SB/DVBE Option per GC section 14838.5(a) granted by the DGS/PD in order to utilize the SB/DVBE Off-Ramp provision as identified within the statewide contract.. |
| Transaction Limits | Transactions must be less than \$250,000 excluding sales and use tax, finance charges, postage, and handling charges. |
| Supplier Certifications | SB/DVBE Offramp purchases must be made to a supplier with a current California SB or DVBE certification. State departments can verify certifications at the following website: www.caleprocure.ca.gov . |

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| Requirement | | Description / Procedure |
|---------------------------------------|---|---|
| Price Quotations | | <p>Departments must obtain price quotations from California-certified SB, MB, or DVBE supplier(s) as follows:</p> <ul style="list-style-type: none"> ➤ For purchases between <u>\$0 and under \$5,000</u>, departments must obtain at least one (1) phone quote or written quote. ➤ For purchases between <u>\$5,000 and under \$250,000</u>, departments must obtain at least two (2) price quotations. Refer to SCM Volume 3, Chap.4. <p>Note: Quotes must be obtained from suppliers of the same certification type (SB or DVBE).</p> |
| Evaluation | | <p>State departments must document in the procurement file that the products being purchased are:</p> <ol style="list-style-type: none"> 1) <u>The same brand and model</u> as the products available from the statewide contract including product description, functional requirements, and manufacturer warranties as provided in the statewide contract; <u>and</u> 2) <u>Equal to or less expensive</u> than the pricing offered from the statewide contract for the equivalent products based on the total order value before taxes. |
| Identifying Off Ramp purchases | FI\$CAL purchase orders | <p>Department electing to exercise the Off Ramp provision by conducting a SB/DVBE Option <u>and</u> issuing a purchase order from FI\$CAL (not the STD. 65), users should select the appropriate acquisition method (off ramp options) and then in the Purchase Order Reference field or Contract Reference field the user should enter "Off Ramp" <u>and</u> the contract number information. If these fields are not available, user shall enter the information in the Notes field.</p> |
| | STD. 65 purchase orders (for non-FI\$CAL users) | <p>Departments electing to exercise the Off Ramp provision by conducting a SB/DVBE Option purchase <u>must</u>, when executing the resulting STD. 65 purchase document, enter "OFF RAMP" in the box titled "Leveraged Procurement Agreement No.".</p> <p>Refer to the following example for identifying Off Ramp purchases on the STD. 65.</p> |

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

B. Off Ramp Documentation

| Requirement | Description / Procedure |
|-------------------------------|--|
| Off Ramp Documentation | <p>The procurement file must be documented to support the contract award and the action taken including the following documents:</p> <ul style="list-style-type: none"> • Copy of Statewide Contract User Instructions in support of executing a SB/DVBE purchase outside of the mandatory contact. • Statewide contract pricing sheet, highlighting the equivalent products being purchased and used for evaluation. • SB or DVBE price quotes obtained. • SB or DVBE certification verification. <p>Refer to SCM Volume 3 for additional documentation requirements.</p> |

5. EXEMPT PURCHASES

To purchase printer equipment other than the contract core items or non-core items within the family of core printers 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.

Once the “Justification for Purchasing Outside the Statewide Contract” forms have been completed and the appropriate approvals have been obtained, a PDF copy of the completed forms must be emailed to the DGS/PD Contract Administrator.

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).

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7. CONTRACT ITEMS

This contract includes segments for the Standard Device, Consumables, Upgrade Options, Value Added Services, and Unlisted Upgrades/Build-Out Items (catalog).

A. Standard Device

- Purchase of the Standard Device is mandatory for all State departments.
- Pricing for the Standard Device is detailed in Attachment A (Contract Pricing)

B. Consumables

- Purchase of Consumables is non-mandatory. If purchasing consumables from this contract, have your machine's serial # ready. Consumables are only available for printers purchased from this contract.
- Consumables may also be purchased using contracts 1-14-75-60A – Toner/Ink Cartridges – New, and 1-15-75-61 – Toner/Ink Cartridges – Remanufactured.
- Pricing for the Consumables is detailed in Attachment A (Contract Pricing).

C. Upgrade Options

- Pricing for common Upgrade Options is detailed in Attachment A (Contract Pricing).

D. Value Added Services

- Pricing for common Value Added Services is detailed in Attachment A (Contract Pricing).

E. Unlisted Upgrades/Build-Out Items (Catalog Discount)

This contract contains provisions for ordering agencies to purchase certain items, options, upgrades, and accessories that are not defined in Attachment A (Contract Pricing).

1) Non-Core Pricing

Only directly related machines within the family of core printers, upgrades and build-out items to the Standard Device will be included as non-core items. All such items will be offered to ordering agencies at the discount percentage shown in Attachment A (Contract Pricing). The State 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:

- Items are directly related to the Standard Device or within the core family of printers;
- Discounts and Manufacturer's Suggested Retail Price (MSRP) meet the current contract discount and MSRP; and
- Items do not conflict with any other mandatory statewide commodities contract (exception: toner, see B. Consumables)

NOTE: An example of a printer within the family of printers which can be purchased as a non-core item would be:

- *Core item: Ford Taurus*
- *Non-Core in the family of printers: Taurus SE, Taurus SEL, Taurus Limited, Taurus SHO*

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2) Offer Preparation

Non-core items' purchase may not take place without the written authorization of the State's Contract Administrator. The quote shall be emailed to the Contract Administrator for approval. The authorization process of non-core items requires submission of a Contractor's offer (contract offer format spreadsheet showing company letterhead) which must include the elements listed in 12. Offer Format.

Exceptions for non-core approvals: when purchasing USB Cables or consumables (after you have purchased a printer) with a machine, they are considered a Non-Core item but do NOT require approval from the State's Contract Administrator.

Note: All offers shall be reviewed by the Contractor prior to submittal of a FI\$Cal PO or a Std. 65 in order to determine the exact SB/DVBE participation percentage for each PO submitted. See Article 36, SB/DVBE Participation.

DATE USED FOR PRICE CALCULATIONS

The DGS eProcurement contract site shows current pricing approved by the State Contract Administrator. Ordering agencies must ensure they are using the correct contract item pricing as dated on the eProcurement website.

The MSRP to which contract discounts apply will be that in effect on the date of the purchase document execution, not the date of the offer. Contract 1-16-70-04A contains provisions for the periodic update of the MSRP contained in the Contractor's catalog. The MSRP pricing contained in the Contractor's catalog is to be used for ordering purposes.

The OEM Price List URL to verify any MSRP can be found at the contractor's homepage. The link to the URL is: www.hp.com/go/indexpricing

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, as well as any non-core printer purchased, must conform to the State of California Configuration Specifications, Attachment B.

9. CUSTOMER SERVICE

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

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

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

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10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

An Electronic Catalog / Contract Website specific to the Statewide Contract for Printers <insert description> is available and contains the following data elements at minimum:

- Detailed line item descriptions of Printers, core configurations, upgrade/downgrade options, non-core 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
- Commercially-available OEM price lists (current and archives)

11. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)

The contractor shall provide pre-sale pre-order technical consultation and configuration assistance to ordering departments in order to 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
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date
- Table consisting of:
 - 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

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- Applicable fees
- Grand total
- Note that Items with "N" in Core/Non-Core Column require approval by the DGS CA prior to purchase.

All purchases including Value Added Services must include a Statement of Work (SOW) written by the authorized purchaser. The DGS-PD reserves the right to require approval by the DGS CA prior to purchase (with exception to D&L which must get DGS CA approval).

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 for a breakdown of the current fees.

14. PRODUCT SUBSTITUTIONS

Products and configurations meeting or exceeding the category requirements shall be available throughout the duration of the contract term. The contract provides for technology refresh as models are discontinued or cease production and must be approved by the 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#: 000000258 Section 6.7.2, Promotional 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.

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LOWER THAN CONTRACT PRICE OFFER

In the event the Contractor offers a one-time price that is lower than the MSRP less contract discount, the ordering agency may execute a purchase document that incorporates the lower offered price, which shall be binding to the Contractor.

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 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) Purchase Documents

State departments must use the FI\$Cal Purchase Order or 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 FI\$Cal purchase orders and Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Purchase Order Date
- Agency Billing Code
- Purchasing Authority Number (for State departments only)
- Leveraged Procurement Number (State's Contract Number)
- Agency Name
- Agency Ship To Address
- Supplier Name
- Contract Line Item Number (CLIN)
- Description

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- Quantity
- Unit of Measure
- Unit Price (State Contract Price)
- Applicable Discounts
- Extension Price

NOTE: Purchase Orders direct from the FISCAL system may be subject to a variance of the above but should still be accepted.

2) Subcontractor Identification

Note: State departments must identify subcontractors on individual purchase documents whenever subcontractors have been identified. Refer to SCM Volume 2 & 3, Chapter 3. Info Blocks 3.5.7 (SCM 2) and 3.4.7 (SCM 3) entitled "Bidder Declaration". Click on the *Bidder Declaration Narrative* for further information.

3) Supporting Documentation

The DGS/PD, as the awarding department, has assessed the prime Contractor and subcontractor certifications, Darfur, Seller's Permit and CUF during the solicitation evaluation process. As a result, 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 any of these documents (i.e. Bidder Declaration, CUF analysis, etc.). The department should make a notation of this within their procurement file. (See Article 48a. for exceptions)

4) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

5) 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

There is no minimum order for this contract.

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:

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| ORDER PLACEMENT INFORMATION | | |
|--|------------------|--|
| U.S. Mail | Facsimile | Email |
| NWN Corporation 2969 Prospect Park Drive, Suite 225 Rancho Cordova, CA 95670 | (916) 596-4800 | SCA_Sales_Team@nwnit.com |

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;
- 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)
- Contractor's Order Number
- Description of Goods
- Total Cost
- Anticipated Delivery Date
- Identification of any Out of Stock/Discontinued Items

22. OUT OF STOCK REMEDY

Upon receipt of 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.

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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) at no additional cost to the location specified on the individual order, which may include but is not limited to, inside buildings, high-rise office buildings, and receiving docks. Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area and San Diego Metropolitan Area during off-peak hours. Off-peak hours are 10:00AM to 4:00PM.

Note: Buildings with more than one floor typically have an elevator. If no elevator, special handling charges may occur. If this occurs, State departments must contact the Department of General Services Transportation Management Unit for freight rate comparisons.

B. Schedule

Delivery of ordered product shall be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each 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.

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 organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final

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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

There are no pallet requirements associated with this contract.

28. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.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

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, State of California Event ID#: 0000000258 Configuration Specifications. This line item may require a Statement of Work. Please refer to Article 7.A.1.

Physical installation includes coordination of installation with State representative, set in place, power-up, installation of latest firmware, software and updates, removal of trade-in equipment and dunnage, testing and diagnostics and basic training of equipment.

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Installation includes assembly and installation of all applicable accessories.

The basic configuration must be completed and accepted by a State representative. The basic configuration will include all purchased parts both Core and Non-Core and installed as a completed system. Installation shall include electronic documentation, including configuration instructions, at no additional price.

BASIC TRAINING

Basic Training is part of this contract. Basic training includes training on toner replacement, jam removal, network connections, using multi-functional device features etc.

Any additional required training beyond what is mentioned above may be charged as Advanced Training (part of Deployment and Logistics).

33. INSPECTION AND ACCEPTANCE

In accordance with the IT General Provisions – Information Technology (GSPD-401IT, 06/08/2010) 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.

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.

| Administrator Information | DGS/PD (State Contract Administrator) | NWN Corporation (Contractor) |
|----------------------------------|--|--|
| Contact Name: | Steve Funderburk | Matt Niemann |
| Telephone: | (916) 375-4446 | (916) 637-2135 |
| Facsimile: | (916) 375-4613 | (916) 596-4800 |
| Email: | steve.funderburk@dgs.ca.gov | mniemann@nwnit.com |
| Address: | DGS/Procurement Division Attn: Steve Funderburk 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605 | NWN Corporation Attn: Matt Niemann 2969 Prospect Park Drive, Ste 225 Rancho Cordova, CA 95670 |

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.

Note: Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor’s cost or the ten (10) percent Restocking Fee, whichever is lower. 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

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- 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.

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.

The restocking fee for this contract will be: 10%

38. INVOICING

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

- 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.

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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 a FISCAL Purchase order or 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. 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/Leveraged/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. 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 # |
|-----------------|-----------------|
| NWN Corporation | 100-937005 |

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.

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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.

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 onsite 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 will be used in 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.

LOANER EQUIPMENT

If a device will take more than two (2) business days to become fully operational, the Contractor will provide, at no cost to the ordering agency, a loaner/replacement device that meets or exceeds the specification of the replaced product per Attachment B (Specifications).

44. QUALITY ASSURANCE GUARANTEES

The Contractor shall represent and warrant that Printers and MFDs 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 IFB will supersede any language to the contrary on purchase orders, invoices, or other sources. The Contractor must use new products, parts, and components for all new equipment purchased by the State. The Contractor may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate manufacturers' warranty.

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45. EQUIPMENT REPLACEMENT DURING WARRANTY

If the product 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 at no cost. The replacement product 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 IFB.

- 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 | Riversie | Los Angeles |
| San Francisco | Alameda | Sacramento | Santa Clara |
| San Bernadino | Yolo | Solano | Contra Costa |
| San Mateo | | | |

Cities

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

47. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the contractor(s) is attached (Attachment C).

48. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The subcontractors to be used in the work performed for this contract are listed below. Their Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and percentage commitments for this contract are also listed.

State departments can verify that the certifications are currently valid at the following website:
www.caleprocure.ca.gov

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| Name | Prime or Subcontractor | OSDS Certification # | SB Percent (%) | DVBE Percent (%) |
|--|------------------------|-------------------------------------|----------------|------------------|
| Global Blue, DVBE Inc. | Subcontractor | 1567640 | 0% | 2% |
| Shade & Putnam Technical Solutions Shade & Partners Technology Solutions | Subcontractor | 174904 1747904 | 0% | 1% |

State departments must identify subcontractors on individual purchase documents whenever subcontractors have been identified. Refer to SCM Volume 2 & 3, Chapter 3. Info Blocks 3.5.7 (SCM 2) and 3.4.7 (SCM 3) entitled "Bidder Declaration". Click on the Bidder Declaration Narrative for further information.

The Contractor has committed to DVBE participation at total statewide contract levels of 3%.

Individual orders may have no applicable participation or may have participation greater than that of the total contract commitment. The exact participation percentage levels for each purchase order will be determined on an order-by-order basis in cooperation with the Contractor prior to submittal of a FI\$Cal Purchase Order or Purchasing Authority Purchase Order (STD 65).

Exception: It is the responsibility of ordering departments to confirm CUF when value-added services are acquired by an ordering department and performed by certified SB/DVBE subcontractors consistent with commitments identified in the table above.

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.

48a. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

The DGS/PD, as the awarding department, has assessed the prime Contractor and subcontractor certifications and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The department should make a notation of this within their procurement file.

Exception: It is the responsibility of ordering departments to confirm CUF when value-added services are acquired by an ordering department and performed by certified SB/DVBE sub-contractors consistent with commitments identified in Article 48. SB/DVBE Enterprise Participation.

Valued added services include but are not limited to:

- Asset Tagging
- Installation
- DoD 5220 22-M Data Wipe
- Take Back/Disposition & Disposal Services
- Deployment and Logistics

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- Warranty Services
- Website Development Maintenance
- Delivery
- Installation
- Trade-In Program (if applicable)
- Contract Reporting
- Training/Advanced Training

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

49. TAKE BACK/TRADE IN

This contract includes a non-mandatory take back service for contract printers.

Before any take back of printers can occur, State agencies must obtain approval for discarding their Universal Waste from the DGS Procurement Division's Surplus Property 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 disposal or attempting to use the equipment as a credit toward the purchase or lease of new equipment.

The take back program includes:

- One-for-one and of similar type (e.g., take back MFD for a new MFD) service. The take back program includes other OEM equipment.
- Compliance with the Universal Waste Rule (California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 23, Standards for Universal Waste Management) for printers at the end of their useful life.

Ordering agencies can coordinate printer Take Back with:

| Contractor Machine Take Back Contact | | |
|---|--|---------------------|
| Contact Name | Email | Phone Number |
| Tim Meade | SCA_Sales_Team@nwnit.com | (916) 637-2200 |

Ordering agencies have the right to remove and retain data storage media, including but not limited to any hard disk drive(s) in any printer, prior to take back.

DISPOSAL OF EQUIPMENT

This contract contains the Value Added Service for Disposition and Disposal which is provided at a fixed fee per item.

The disposition of surplus IT equipment must be in accordance with the most economical and practical manner for the State as a whole.

Disposal of IT State equipment shall be in accordance with the SCM Volume 3, Information Technology Disposal of IT Equipment.

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Government Code Sections 14674-14675 authorize the Director, DGS, to approve the competitive sale, exchange, or interagency transfer of personal property owned by the State if such action is in the best interest of the State. Each agency must receive approval from the DGS, Office of Surplus Property and Reutilization (OSPR), Interagency Support Division, prior to disposing of surplus IT equipment.

CARTRIDGE TAKE BACK

Contractor offers a take-back system for returning spent toner cartridges at no cost to the State, by means of a prepaid return shipment label program.

| Contractor Cartridge Take Back Program Contact | | |
|---|--|---------------------|
| Contact Name | Email | Phone Number |
| Tim Meade | SCA_Sales_Team@nwnit.com | (916) 637-2200 |

Used toner cartridges are recycled in the new cartridge box.

50. 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 for a breakdown of the fees.

51. ATTACHMENTS

- Attachment A1 - A3 – Contract Pricing
- Attachment B – Configuration Specification
- Attachment C – Postconsumer Content Certification Workbook – *Supplement 10*
- Attachment D – Supplier Performance Report
- Attachment E – Item Flyers (photo and specs of each machine on contract)