

**STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES  
STATEWIDE CONTRACT – SUPPLEMENT 4  
CONTRACT NO. 1-21-70-04A  
NWN CORPORATION**

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CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
D. Scott McBride,  
City Manager

ATTEST:  
D. SCOTT MCBRIDE, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:  
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 4/17/2024  
City Attorney Date

ACCOUNT DATA:  
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BY: \_\_\_\_\_  
Verified by Finance Officer



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

State of California  
**STATEWIDE CONTRACT**  
**USER INSTRUCTIONS**  
**MANDATORY**  
**\*Supplement 4\***  
**\*(Incorporates Supplements 1 – 4)\***

ISSUE AND EFFECTIVE DATE: <b>*9/14/2023*</b>
CONTRACT NUMBER: 1-21-70-04A
DESCRIPTION: Printers and Multifunction Devices (MFD's)
CONTRACTOR: NWN Corporation
CONTRACT TERM: 8/21/2021 through <b>*8/20/2025*</b>
STATE CONTRACT ADMINISTRATOR: Steve Funderburk (279) 946-8352 <a href="mailto:Steve.Funderburk@dgs.ca.gov">Steve.Funderburk@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:

IT General Provisions, rev 09/05/2014

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

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

ORDER PLACEMENT INFORMATION		
<b>Mailing Address:</b> NWN Corporation 11070 Whiterock Road, Ste. 250 Rancho Cordova, CA 95670	<b>Fax:</b> Fax: (916) 596-4800 <b>Email:</b> <a href="mailto:SCA_Sales_Team@nwnit.com">SCA_Sales_Team@nwnit.com</a>	<b>Contact Information:</b> Tim Meade Phone: (916) 637-2200 Email: <a href="mailto:tmeade@nwncarousel.com">tmeade@nwncarousel.com</a>
Contractor Website: <a href="https://nwncarousel.com/contracts/california-contracts/">https://nwncarousel.com/contracts/california-contracts/</a>		

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

**SUMMARY OF CHANGES**

<b>Supplement Number</b>	<b>Description/Articles</b>	<b>Supplement Date</b>
<b>*4</b>	<p><b><i>Subject contract for Printers and Multifunction Devices (MFD's) is hereby modified to reflect the following changes:</i></b></p> <ul style="list-style-type: none"> <li>➤ <b><i>Cover Page: Contract has been extended from 8/20/2024 to 8/20/2025</i></b></li> </ul>	<b>9/14/2023*</b>
3	<p>Subject contract for Printers and Multifunction Devices (MFD's) is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>➤ Section 7, 8, 28, 40, 45, 50: Updated to Supplement 3.</li> <li>➤ Attachment A – Contract Pricing: Groups 1B, 1E, and 3D product refresh.</li> <li>➤ Attachment B – Configuration Specification: Groups 1B, 1E, and 3D product refresh.</li> <li>➤ Attachment C – PCRC Worksheet: Updated product refresh PCRC</li> </ul>	6/7/2023
2	<p>Subject contract for Printers and Multifunction Devices (MFD's) is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>➤ Cover Page, Section 10: Contractor website updated</li> <li>➤ Cover Page, Section 9, 28, 29, 31: Contractor contact information updated</li> <li>➤ Section 4.A, 7, 8, 40, 48: Updated language</li> <li>➤ Attachment A – Contract Pricing: Group 1C product refresh, pricing corrected</li> <li>➤ Attachment B – Configuration Specification: Group 1C product refresh</li> </ul>	3/16/2023
1	<p>Subject contract for Printers and Multifunction Devices (MFD's) is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> <li>➤ Sections 7, 8, 28, 40, 45, &amp; 49: Updated language</li> <li>➤ Section 31: Updated contact information</li> <li>➤ Added Section 47: Certification of Payment to DVBE Subcontractors</li> <li>➤ Attachment A – Contract Pricing: Updated pricing and OEM/SKU numbers</li> <li>➤ Attachment C – PCRC Worksheet: Updated information</li> </ul>	6/13/2022

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<b>Supplement Number</b>	<b>Description/Articles</b>	<b>Supplement Date</b>
N/A	Original Contract Posted	8/21/2021

**All other terms and conditions remain the same.**

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**1. SCOPE**

The State's contract with NWN Corporation (Contractor) provides Printers and Multifunction Devices (MFD's) at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-21-70-04A. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Printers and MFD's to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

**2. CONTRACT USAGE/RULES**

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 3, as applicable.
- Prior to placing orders against this contract, State departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

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- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
  - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

### **3. DGS ADMINISTRATIVE FEES**

#### **A. State Departments**

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

#### **B. Local Governmental Agencies**

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency’s purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

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

The Printers and MFD’s Statewide Contract 1-21-70-04A is **mandatory** for use by all State of California departments except when the “SB/DVBE Off-Ramp” provision is utilized. The SB/DVBE Off-Ramp provision allows a State department to, at its option, purchase contract items from a certified Small Business (SB), including a “microbusiness” (MB), or a Disabled Veteran Business Enterprise (DVBE) in accordance with the rules outlined within this document.

The rules outlined herein are exclusive to the Printers and MFD’s Statewide Contract 1-21-70-04A and do not affect any other contract. Departments may not use the SB/DVBE Off-ramp provision to buy outside of the mandatory statewide contract if the



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rules cannot be applied. In these situations, the purchase must be made through the mandatory statewide contract.

**A. SB/DVBE Off-ramp Provision Usage Rules**

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

Requirement	Description / Procedure
<b>Purchasing Authority</b>	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.
<b>Transaction Limits</b>	Transactions must be less than \$250,000 excluding sales and use tax, finance charges, postage, and handling charges.
<b>Supplier Certifications</b>	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: <a href="http://www.caleprocure.ca.gov">www.caleprocure.ca.gov</a>
<b>Price Quotations</b>	<p>Departments must obtain price quotations from <b>California-certified SB, MB, or DVBE supplier(s)</b> as follows:</p> <ul style="list-style-type: none"> <li>➤ For purchases between <u>\$0 and under \$5,000</u>, departments must obtain at least <b>one (1)</b> phone quote or written quote from a Certified SB/DVBE.</li> <li>➤ For purchases between <u>\$5,000 and under \$250,000</u>, departments must obtain at least <b>two (2)</b> price quotations. Refer to SCM Volume 3, Chap.4. <b>Quotes must be obtained from suppliers of the same certification type (SB or DVBE).</b></li> </ul>
<b>Evaluation</b>	<p>State departments must document in the procurement file that the products being purchased are:</p> <ol style="list-style-type: none"> <li>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></li> <li>2) <u>Within 5 percent</u> of the pricing offered from the statewide contract for the equivalent products based on the total order value before taxes.</li> </ol>

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Requirement	Description / Procedure
<b>Identifying Off Ramp purchases</b>	<p>Departments electing to exercise the Off Ramp provision by conducting a Fair and Reasonable or SB/DVBE Option purchase, must identify use of the Off Ramp provision as follows:</p> <p><b><u>FI\$CAL Purchase Orders</u></b></p> <p>Select the appropriate acquisition method (Fair and Reasonable or SB or DVBE Option – COMPETITIVE). Do not select a LPA Contract ID. In the PO Reference field, enter “OFF RAMP” and the LPA contract number the Fair and Reasonable or SB/DVBE Option is replacing.</p> <p><b><u>STD. 65 Purchasing Authority Purchase Orders</u></b></p> <p>On the STD. 65, enter “OFF RAMP” in the box titled “Leveraged Procurement Agreement No.” as shown in the example below.</p>

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION			
<b>PURCHASING AUTHORITY PURCHASE ORDER</b>			
STD. 65 (REV. 7/2009)			
CONTRACT REGISTRATION NUMBER CP1234567		AGENCY ORDER NUMBER 12-HQ-0092	AMENDMENT NO. 
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.		DATE 01/10/2012	PAGE OF PAGE 1   1
S H I P T O	Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: Jane Doe (916) 375-1111	B I L L T O	AGENCY BILLING CODE 99999 PURCHASING AUTHORITY NUMBER 9G-0113-DGS-HQ1 LEVERAGED PROCUREMENT AGREEMENT NO. OFF RAMP

**B. Off Ramp Documentation**

Requirement	Description / Procedure
<b>Off Ramp Documentation</b>	<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"> <li>• Copy of Statewide Contract User Instructions in support of executing a SB/DVBE purchase outside of the mandatory contact.</li> <li>• Statewide contract pricing sheet, highlighting the equivalent products being purchased and used for evaluation.</li> <li>• SB or DVBE price quotes obtained.</li> </ul>

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Requirement	Description / Procedure
	<ul style="list-style-type: none"> <li>• SB or DVBE certification verification.</li> </ul> <p>Refer to SCM Volume 3 for additional documentation requirements.</p>

**5. EXEMPT PURCHASES**

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

**6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

**7. CONTRACT ITEMS**

A. Core Items

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

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

B. Non-Core Items

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

Family is defined as all like Printers/MFD's within the defined Printer/MFD type. For example, if a core Printer/MFD is Model 1234, the family of non-core Printers/MFD's

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would include all 12XX series Printers/MFD's but would not include 13XX series Printers/MFD's.

The base criteria to consider non-core items are:

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

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

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

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

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

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

## **8. SPECIFICATIONS**

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

## **9. CUSTOMER SERVICE**

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

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;

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- 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	<a href="mailto:tmeade@nwncarousel.com">tmeade@nwncarousel.com</a>

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

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

- Commercially available OEM Price List (current and archives)

**11. NON-CORE QUOTE FORMAT**

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

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

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## **12. PRODUCT SUBSTITUTIONS**

Products meeting or exceeding the configuration specifications shall be available throughout the duration of the contract term. The contract provides for technology refresh as models are discontinued or cease production and must be approved by the State Contract Administrator. These changes will be made in the form of a contract supplement, and will not be effective until the supplement's release.

The Contractor shall not substitute products or configurations or modify catalog information without written approval from the State Contract Administrator.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extensions, including upon approved substitution.

If no substitute product is available that meets or exceeds the specifications due to fundamental technology or market change, the State may alter the configuration specifications to meet the updated marketplace standards. Obsolescence of a configuration may be determined at the discretion of the State.

Items with the same model number or SKU available elsewhere on the contract shall be made available to the State at the highest discount.

## **13. PROMOTIONAL PRICING**

During special pricing promotions, the Contractor shall offer the ordering agency the promotional pricing or the discount percentage off list, whichever is lower.

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

- Promotion start and end dates
- Models, products, and services included in the promotion
- Promotional pricing

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

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

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

This requirement does not apply to local government agencies.

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

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**15. PURCHASE EXECUTION**

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FISCAL Purchase Documents

State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

3) Blanket Orders

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

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

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**16. MINIMUM ORDER**

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

**17. ORDERING PROCEDURE**

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

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

<b>ORDER PLACEMENT INFORMATION</b>		
U.S. Mail: NWN Corporation 2969 Prospect Park Drive, Suite 225 Rancho Cordova, CA 95670	Facsimile: (916) 596-4800	Email: <u><a href="mailto:SCA_Sales_Team@nwnit.com">SCA_Sales_Team@nwnit.com</a></u>

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

**18. ORDER ACCEPTANCE**

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

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

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

**19. ORDER RECEIPT CONFIRMATION**

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

- Contractor's Order Number
- Ordering agency name



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- Agency order number (Purchase Order Number)
- Description of Goods
- Purchase order total cost
- Anticipated delivery date
- Identification of any Out of Stock/Discontinued Items

**20. OUT OF STOCK REMEDY**

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

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

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

**21. DISCONTINUED ITEM REMEDY**

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

- Amend purchase document to reflect State-approved substitute item (per Article 12, Product Substitutions)
- Cancel the item from the order

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

**22. DELIVERY SCHEDULES**

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

A. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

B. Schedule

Delivery of ordered product shall be completed in full within thirty (30) calendar days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs. The Contractor must

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notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

The Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PT.

**C. Security Requirements**

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

**23. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

**24. SHIPPED ORDERS**

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

**25. PACKING SLIP**

A packing slip will be included with each shipment, which will include at least the following information in no particular order:

- Agency order number (purchase order number)
- Ordering agency name
- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back ordered or out of stock items and availability date of unfilled and partial shipment
- Number of parcels
- Destination
- All information contained on the packing label

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**26. PACKING LABEL**

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering agency name
- Delivery address, unit, and/or floor
- Department and floor
- Ordering agency contact name
- Ordering agency telephone number

**27. SAFETY DATA SHEET**

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

**28. VALUE ADDED SERVICES**

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

A. Asset Tagging:

Includes any Warehouse Technician duties, if needed, at no additional cost. Affix customer-supplied asset tag, maintain Microsoft Excel formatted log of all tags issued, lost or destroyed, provide file to customer on demand, including but not limited to the following detailed information:

- Customer
- Customer contact information
- Customer asset tag number
- Product description
- Customer location
- Customer purchase order number
- Product part number
- Product serial number
- Status of each tag

B. Installation

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

Installation includes assembly and installation of all applicable accessories.

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The basic configuration must be completed and accepted by a State representative and must include all purchased parts both core and non-core and installed as a complete system.

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

- Training  
Installation shall include basic training of Printer/MFD features and functions and shall be performed at a time and date that is scheduled between the Contractor and ordering agency. Basic training includes training on toner replacement, jam removal, network connections, using device features, etc. Any additional required training beyond what is mentioned above may be charged as Advanced Training (part of Deployment and Logistics).
- Certification of Facility Readiness  
If required, the State will modify its site facilities to meet the Contractor's specifications. Upon completion, the Contractor will be required to certify in writing that the modifications have been completed and satisfy the Contractor's requirements.
- Certification of Equipment Readiness  
Any equipment must be installed (if required by purchase order) and certified ready for acceptance testing by the specified installation date identified in the ordering agency's purchase order. Such certification must be in writing and presented to the individual specified in the purchase order.

C. Data Wiping:

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

D. Take Back

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

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

- Identify the equipment being returned for credit or recycle
- Contact Contractor for a quote/estimate for trade-in for value/credit towards a purchase
- Contact Contractor to arrange for pickup
- The customer may remove and retain data storage media (including but not limited to any hard disk drive(s) in the Printer/MFD) prior to Take Back / Trade-In or replacement.

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The Contractor will be responsible for facilitating the pick-up and return of this equipment to a Contractor/OEM facility. Upon return to an OEM facility, the equipment will either be refurbished or torn down and the refurbished product or parts will be remarketed through an alternate market per secure DOD standards. If the products or parts are not remarketable the equipment will be recycled.

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

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

E. Deployment and Logistics (D&L)

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

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

F. Stairs Delivery

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

**29. TRADE-IN PROGRAM**

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

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

- Identify the equipment being returned for credit or recycle
- Contact Contractor for a quote/estimate for trade-in for value/credit towards a purchase
- Contact Contractor to arrange for pickup
- The customer may remove and retain data storage media (including but not limited to any hard disk drive(s) in the Printer/MFD) prior to Take Back / Trade-In or replacement.

The Contractor will be responsible for facilitating the pick-up and return of this equipment to a Contractor/OEM facility. Upon return to an OEM facility, the equipment will either be refurbished; or torn down and the refurbished product or parts will be remarketed through an alternate market per secure DOD standards. If the products or parts are not re-marketable the equipment will be recycled.

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

**30. INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be in accordance with the General Provisions, paragraph 16 titled Inspection, Acceptance and Rejection (General Provisions - Information Technology, Rev. 09/05/2014).

**31. CONTRACT ADMINISTRATION**

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

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

**32. RETURN POLICY**

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

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Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the Restocking Fee, in accordance with Article 34, Restocking Fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering agency a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile, or e-mail. Shipping or freight costs for returned items that were shipped in error, defective, or freight-damaged shall be paid by the Contractor.

### **33. CREDIT POLICY**

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

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

All other items returned in accordance with Article 32, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Article 34, Restocking Fees. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit/refund or replacement of all products, including those covered by manufacturer warranties as stated in Article 40, Warranty. The Contractor cannot require the ordering agency to deal directly with the manufacturer.

### **34. RESTOCKING FEES**

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Defective items
- Items that are not accepted
- Unopened product (prior to acceptance)

Re-stocking fees for all other reasons shall be 10 percent of the value of the items to be re-stocked.

The packaging and documentation provisions in accordance with Article 32, Return Policy, shall apply to re-stocked items.

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### **35. INVOICING**

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

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

### **36. PAYMENT**

#### **A. Terms**

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

#### **B. CAL-Card Use**

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order (Std. 65) in accordance with Article 15, Purchase Execution and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 3 and SCM-F. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

#### **C. State Financial Marketplace**

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a



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financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

**D. Payee Data Record**

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

**37. CAL-CARD INVOICING**

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 35, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state "paid by CAL-Card".

This website contains additional information regarding DGS-PD's CAL-Card program (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities>).

**38. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov). State departments must adhere to the file documentation identified in the State Contracting Manual Volume 3 and SCM-F.

<b>Contractor Name</b>	<b>Seller Permit #</b>
NWN Corporation	100-937005

**39. ACCESSIBILITY COMPLIANCE/ VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)**

Contract products are compliant with requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant for this procurement.

**40. WARRANTY**

The Contractor must honor all manufacturers' warranties and guarantees for a period of three (3) years from the date of acceptance on all products offered as part of this contract.

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The Contractor shall bear all material and labor costs for repair of equipment defects and failure. The Contractor will cover any gaps between manufacturer's warranty and the State's requirements. Warranty services described herein will apply to the minimum three (3) year warranty requirement and extended warranty option. The Contractor shall be the main point of contact for all warranty issues and shall facilitate any necessary contact between the ordering agency and the manufacturer.

During the warranty period, the Contractor must:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

The warranty services listed shall include all products, software and firmware maintenance costs, and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation, and substitute products as necessary. If it is necessary to remove any products from an authorized purchaser's location where on-site warranty is specified, the Contractor will provide substitute products at the time of removal.

Substitute products will be comparable to or better than the products removed. In instances where it is necessary for the Contractor to return the products to the factory, the Contractor will be responsible for all costs of the products from the time it leaves the authorized purchaser's site until it is returned to the site in good operating condition.

Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the Contractor except in instances where the State chooses to keep the hard drives. Replacement parts installed will become the property of the authorized purchaser.

All operating system software and firmware will be considered an integral component of the equipment and the Contractor will respond to all requests for warranty service for any failure.

Warranty services during the warranty period will not include electrical work external to the products, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this contract. Warranty services also will not include repair of damage resulting from transportation by the authorized purchaser between State or local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of the Contractor or its agents.

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

**41. QUALITY ASSURANCE GUARANTEES**

The Contractor shall represent and warrant that Printers and MFD's provided shall be free from defects in material and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices, or other sources. The Contractor must use new products, parts, and components for all new equipment purchased by the State. The Contractor may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate the manufacturer's warranty.

**42. EQUIPMENT REPLACEMENT DURING WARRANTY**

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

**43. PRINCIPAL PERIOD OF MAINTENANCE**

Group 1

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

Group 3

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

- Metropolitan Areas shall be 8x5x2 two (2) hour call back, 8x5 Next Business Day (NBD) onsite – Eight (8) hours, typically 8:00 am to 5:00 pm, Pacific Time, five (5) days a week, Monday through Friday, eight (8) hour NBD onsite response time in metropolitan areas, excluding State holidays.
- Non-Metropolitan Areas shall be 8x5x2 (two (2) hour call back response time, excluding State holidays.) Remediation shall be underway within 48 hours.

Metropolitan Areas:

Counties

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

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

**49. ELECTRONIC WASTE RECYCLING**

The Contractor will comply with the Electronic Waste Recycling Act of 2003 requiring retailers to collect a recycling fee from consumers on covered electronic devices, starting January 1, 2005. California Public Resources Code Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. The fees must be shown on all purchase orders. See the code identified above for more information and exceptions to this definition or go to [CDTFA Tax Rates - Special Taxes and Fees](https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm) (<https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm>) for a breakdown of the fees.

**50. ATTACHMENTS**

- Attachment A – Contract Pricing, Supplement 3
- Attachment B – Configuration Specification Supplement 3
- Attachment C – Postconsumer Content Certification Workbook, Supplement 3

Contract 1-21-70-04A Printers and MFD's  
 Contract A - Contract Pricing, \*Supplement 3, 6/7/2023\*

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Group 1A Color Desktop Inkjet Printer

Line Item # (CLIN)	UNSPSC Code	Commodity Description	Manufacturer (OEM)	Manufacturer Part Number (OEM #)	SKU # / Item #	Item Description	Unit of Measure	Quantity / Unit of Measure	List Price	Contract Discount	Conf
1A-100	43212100	Color Desktop Inkjet Printer	HP, Inc	5DK86UP	5DK86UP	Officejet Pro 8210 (includes 3 Year Exchange within 3 Business Days)	Each	1	\$278.00	65%	\$
1A-101	43212100	Color Desktop Inkjet Printer	HP, Inc	8DQ27AW	8DQ27AW	Officejet Pro 8210 (includes 4 Year Exchange within 3 Business Days)	Each	1	\$335.00	65%	\$
1A-200	44103105	Black Ink Cartridge	HP, Inc	F6U19AN#140	F6U19AN#140	952XL Black Original Ink Cartridge 2,000 page yield	Each	1	\$125.00	90%	\$
1A-201	44103105	Cyan Ink Cartridge	HP, Inc	LOS61AN#140	LOS61AN#140	952XL Cyan Original Ink Cartridge 1,600 page yield	Each	1	\$38.00	75%	
1A-202	44103105	Magenta Ink Cartridge	HP, Inc	LOS64AN#140	LOS64AN#140	952XL Magenta Original Ink Cartridge 1,600 page yield	Each	1	\$38.00	75%	
1A-203	44103105	Yellow Ink Cartridge	HP, Inc	LOS67AN#140	LOS67AN#140	952XL Yellow Original Ink Cartridge 1,600 page yield	Each	1	\$38.00	75%	
1A-300	44101700	Non-Core Discount	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50%	
1A-400	44101700	Non-Core Discount	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50%	
1A-500	N/A	Asset Tagging	NWN Corporation	1WPA40AA	1WPA40AA	NWN-Basic Asset Tagging	Each	1	N/A	N/A	
1A-501	N/A	Installation	NWN Corporation	1WPA39AA	1WPA39AA	NWN-Basic Installation	Each	1	N/A	N/A	
1A-502	N/A	Data Wiping	NWN Corporation	999-0023	999-0023	Disposal/Salvage of old Equipment Services - Transportation and DOD signoff	Each	1	N/A	N/A	
1A-503	N/A	Take Back	NWN Corporation	1WPA44AA	1WPA44AA	NWN-Basic Disposition/Disposal Services	Each	1	N/A	N/A	
1A-504	N/A	Deployment and Logistics	NWN Corporation	1WPA45AA	1WPA45AA	NWN-Basic Deployment & Logistics	Hour	1	N/A	N/A	
1A-505	N/A	Deployment and Logistics - Warehousing (per device per day)	NWN Corporation	999-0012	999-0012	Deployments & Logistics Services: Long-Term Equipment Storage - up to 90 days	Each	1	N/A	N/A	
1A-506	N/A	Stairs Delivery	NWN Corporation	1WPA45AA	Page 1 1WPA45AA	NWN-Basic Deployment & Logistics	Each	1	N/A	N/A	