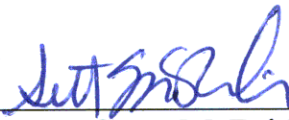


STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES
STATEWIDE CONTRACT – SUPPLEMENT 11
CONTRACT NO. 1-22-70-31B
DELL MARKETING. L.P.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: 
D. Scott McBride,
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

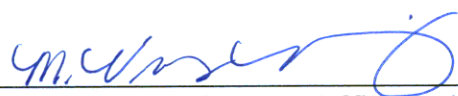
BY: 
Assistant/Deputy City Clerk



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

BY:  4-17-2024
City Attorney Date

971
ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: 
Verified by Finance Officer V-299

Funds to be encumbered
as needed. xc 7/22/24
Not to exceed \$5,000.00
FL 7/22/24



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

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

****Supplement 11****

****(Incorporates Supplement 1-11)****

ISSUE AND EFFECTIVE DATE: ****March 6, 2024****

CONTRACT NUMBER: 1-22-70-31B

DESCRIPTION: PC Goods - Dell Products
Chromebooks and Monitors

CONTRACTOR: Dell Marketing, L.P.

CONTRACT TERM: 07/01/2022 through 06/30/2025

STATE CONTRACT ADMINISTRATOR: Eileen Tardiff

(279) 946-8013

Eileen.Tardiff@dgs.ca.gov

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

IT General Provisions, rev 09/05/2014

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

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

Mailing Address: Dell Marketing L.P. One Dell Way Round Rock, TX, 78682	Fax/Email: Fax: (512) 283-8309 Email: <u>*Hunter.Allen@Dell.com*</u>	Contact Information: Dell Marketing L.P. <i>*Hunter Allen*</i> Phone: (512) <i>*720-7234*</i> Email: <u>*Hunter.Allen@Dell.com*</u>
Contractor Website: https://www-wip.dell.com/en-us/dt/industry/state-local-government/contracts/california-pc-goods.htm#scroll=off <i>OEM MSRP/Price List is contained within the Contractor's website.</i>		

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

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

SUMMARY OF CHANGES

Supplement Number	Description/Sections	Supplement Date
11	<i>*Subject contract for PC Goods, Dell is hereby modified to reflect the following changes: ➤ Front page, Article 9, and Article 18: Change ordering contact information. *</i>	<i>*3/6/2024*</i>
10	Subject contract for PC Goods, Dell is hereby modified to reflect the following changes: ➤ Front page, Article 9, and Article 18: Change ordering contact information.	11/14/2023
9	Subject contract for PC Goods, Dell is hereby modified to reflect the following changes: ➤ Attachment A2 – Contract Pricing Page, (Monitors): Replace an end-of-life touchscreen and curved monitor. ➤ Attachment C – Postconsumer Content Certification Workbook: Update with current product.	8/30/2023
8	Subject contract for PC Goods, Dell is hereby modified to reflect the following changes: ➤ Attachment A2 – Contract Pricing Page, (Monitors): Replace an end-of-life curved monitor. ➤ Attachment C – Postconsumer Content Certification Workbook: Update with current product.	7/12/2032
7	Subject contract for PC Goods, Dell is hereby modified to reflect the following changes: ➤ Attachment A1 and A2 – Contract Pricing Page, (Chromebooks and Monitors), Configuration tab: Correct Display specification – Add LCD. ➤ Attachment B – PC Goods Specification (70-31B): Update Display specification throughout configurations.	5/26/2023
6	Subject contract for PC Goods, Dell, is hereby modified to reflect the following changes: ➤ Attachment A1, Contract Pricing, Chromebooks: Refresh a model. ➤ Attachment A2, Contract Pricing, Monitor: Refresh a curved monitor.	4/24/23
5	Subject contract for PC Goods, Dell, is hereby modified to reflect the following changes: ➤ Article 4: Update Evaluation section to includecmu “within 5 percent” language. ➤ Attachment A2, Contract Pricing, Monitors: Add new products. *	3/9/23

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

Supplement Number	Description/Sections	Supplement Date
4	Subject contract for PC Goods, Dell, is hereby modified to reflect the following changes: ➤ Front page and Article 32: Change State Contract Administrator. ➤ Attachment A1, Contract Pricing, Chromebooks: Add descriptive information. ➤ Attachment A2, Contract Pricing, Monitors: Update SKUs, pricing; add items and descriptive information.	12/5/2022
3	Subject contract for PC Goods, Dell, is hereby modified to reflect the following changes: ➤ Article 17: Clarify purchasing guidelines for optional accessories, VAS, and extended warranties. ➤ Article 47: Clarify that all VAS are included for the 25 percent DVBE participation spend.	10/12/2022
2	Subject contract for PC Goods, TIG - Dell, is hereby modified to reflect the following changes: ➤ Article 4: Correct SCM volume #. ➤ Article 12: Add timeframe for quotes. ➤ Article 17: Clarify minimum order requirements. ➤ Attachment A1 – A2: Correct Unit of Measure for D&L and Emergency Services.	8/18/2022
1	Subject contract for PC Goods is hereby modified to reflect the following changes: ➤ Change Contact information on front page and in articles 9 and 18.	7/1/2022
N/A	Original Contract Posted	7/1/2022

All other terms and conditions remain the same.

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

TABLE OF CONTENTS

1.	SCOPE.....	6
2.	CONTRACT USAGE/RULES	6
3.	DGS ADMINISTRATIVE FEES	7
4.	SB/DVBE OFF-RAMP PROVISION	7
5.	EXEMPT PURCHASES	10
6.	PROBLEM RESOLUTION/SUPPLIER PERFORMANCE	10
7.	CONTRACT ITEMS	10
8.	SPECIFICATIONS	11
9.	CUSTOMER SERVICE	11
10.	ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS	12
11.	PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION).....	12
12.	OFFER FORMAT	12
13.	PRODUCT SUBSTITUTIONS	12
14.	PROMOTIONAL PRICING	13
15.	STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT ...	13
16.	PURCHASE EXECUTION	14
17.	MINIMUM ORDER	14
18.	ORDERING PROCEDURE	15
19.	ORDER ACCEPTANCE	16
20.	ORDER RECEIPT CONFIRMATION	16
21.	OUT OF STOCK REMEDY	16
22.	DISCONTINUED ITEM REMEDY	16
23.	DELIVERY SCHEDULES.....	17
24.	FREE ON BOARD (F.O.B.) DESTINATION	18
25.	PALLETS	18
26.	SHIPPED ORDERS	18
27.	PACKING SLIP	18
28.	PACKING LABEL	18
29.	INSTALLATION.....	19
30.	INSPECTION AND ACCEPTANCE	19
31.	CUSTOM PRODUCT ACCEPTANCE PROCESS	19
32.	CONTRACT ADMINISTRATION.....	19

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

33.	RETURN POLICY	20
34.	CUSTOM PRODUCT RETURN POLICY	20
35.	CREDIT POLICY	21
36.	RESTOCKING FEES	21
37.	INVOICING	21
38.	PAYMENT	22
39.	CAL-CARD INVOICING	22
40.	CALIFORNIA SELLER'S PERMIT	23
41.	ACCESSIBILITY COMPLIANCE/ VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)	23
42.	WARRANTY	23
43.	QUALITY ASSURANCE GUARANTEES	24
44.	EQUIPMENT REPLACEMENT DURING WARRANTY	24
45.	WARRANTY REPAIR RESPONSE TIME	24
46.	RECYCLED CONTENT	25
47.	SB/DVBE PARTICIPATION	25
48.	CERTIFICATION OF PAYMENTS TO DVBE SUBCONTRACTORS	26
49.	BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)	26
50.	TAKE-BACK	26
51.	ELECTRONIC WASTE RECYCLING	27
52.	ATTACHMENTS	27

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

1. SCOPE

The State's contract with Dell Marketing L.P. (Contractor) provides Dell PC Goods, Chromebooks, and Monitors, at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-70-31B. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of this contract to the State.

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

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g., California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

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

3. DGS ADMINISTRATIVE FEES

A. State Departments

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

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

B. Local Governmental Agencies

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

4. SB/DVBE OFF-RAMP PROVISION

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

The rules outlined herein are exclusive to this contract and do not affect any other contract. Departments may not use the SB/DVBE Off-ramp provision to buy outside of the mandatory statewide contract if the rules cannot be applied. In these situations, the purchase must be made through the mandatory statewide contract.

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

A. SB/DVBE Off-ramp Provision Usage Rules

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

Requirement	Description / Procedure
Purchasing Authority	Departments must have approved Purchasing Authority Category for SB/DVBE Option per GC Section 14838.5(a) granted by the DGS-PD in order to utilize the SB/DVBE Off-Ramp provision as identified within the statewide contract.
Transaction Limits	Transactions must be less than \$250,000 excluding sales and use tax, finance charges, postage, and handling charges.
Supplier Certifications	SB/DVBE Offramp purchases must be made to a supplier with a current California SB or DVBE certification. State departments can verify certifications at the following website: www.caleprocure.ca.gov
Price Quotations	Departments must obtain price quotations from California-certified SB, MB, or DVBE supplier(s) as follows: ➤ For purchases between <u>\$0 and under \$5,000</u>, departments must obtain at least one (1) phone quote or written quote from a Certified SB/DVBE. ➤ For purchases between <u>\$5,000 and under \$250,000</u>, departments must obtain at least two (2) price quotations. Refer to SCM Volume 2, Section 1606.1. Quotes must be obtained from suppliers of the same certification type (SB or DVBE).
Evaluation	State departments must document in the procurement file that the products being purchased are: 1) <u>The same brand and model</u> as the products available from the statewide contract including product description, functional requirements, and manufacturer warranties as provided in the statewide contract; <u>and</u> 2) <u>Within 5 percent</u> of the pricing offered from the statewide contract for the equivalent products based on the total order value before taxes.

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

Requirement	Description / Procedure
Identifying Off Ramp purchases	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: <u>FISCAL Purchase Orders</u> Select the appropriate acquisition method (Fair and Reasonable or SB or DVBE Option – COMPETITIVE). Do not select a LPA Contract ID. In the PO Reference field, enter "OFF RAMP" and the LPA contract number the Fair and Reasonable or SB/DVBE Option is replacing. <u>STD. 65 Purchasing Authority Purchase Orders</u> On the STD. 65, enter "OFF RAMP" in the box titled "Leveraged Procurement Agreement No." as shown in the example below.

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION																	
PURCHASING AUTHORITY PURCHASE ORDER																	
STD. 65 (REV. 7/2008)																	
S H I P T O Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: Jane Doe (916) 375-1111	B I L L T O Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: John Doe (916) 375-1111	<table border="1"> <tr> <td>CONTRACT REGISTRATION NUMBER</td> <td>AGENCY ORDER NUMBER</td> <td>AMENDMENT NO.</td> </tr> <tr> <td>CP1234567</td> <td>12-HQ-0092</td> <td></td> </tr> <tr> <td colspan="2">DATE</td> <td>PAGE OF PAGE</td> </tr> <tr> <td colspan="2">01/10/2012</td> <td>1 1</td> </tr> <tr> <td colspan="3"> AGENCY BILLING CODE 99999 PURCHASING AUTHORITY NUMBER 9G-0113-DGS-HQ1 LEVERAGED PROCUREMENT AGREEMENT NO. OFF RAMP </td> </tr> </table>	CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER	AMENDMENT NO.	CP1234567	12-HQ-0092		DATE		PAGE OF PAGE	01/10/2012		1 1	AGENCY BILLING CODE 99999 PURCHASING AUTHORITY NUMBER 9G-0113-DGS-HQ1 LEVERAGED PROCUREMENT AGREEMENT NO. OFF RAMP		
CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER	AMENDMENT NO.															
CP1234567	12-HQ-0092																
DATE		PAGE OF PAGE															
01/10/2012		1 1															
AGENCY BILLING CODE 99999 PURCHASING AUTHORITY NUMBER 9G-0113-DGS-HQ1 LEVERAGED PROCUREMENT AGREEMENT NO. OFF RAMP																	

B. Off Ramp Documentation

Requirement	Description / Procedure
Off Ramp Documentation	The procurement file must be documented to support the contract award and the action taken including the following documents: • Copy of Statewide Contract User Instructions in support of executing a SB/DVBE purchase outside of the mandatory contract. • Statewide contract pricing sheet, highlighting the equivalent products being purchased and used for evaluation. • SB or DVBE price quotes obtained. • SB or DVBE certification verification. Refer to SCM Volume 2 for additional documentation requirements.

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

5. EXEMPT PURCHASES

To purchase PC Goods equipment outside the contract requires an approved exemption from the State Contract Administrator. Please refer to Hardware Contract Exemption (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption>) for information and the required justification forms regarding the exemption process.

These special exemption purchases must be documented within the individual procurement file and will be acquired under the department-approved IT purchasing authority guidelines stated in the SCM Volume 2.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

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

7. CONTRACT ITEMS

A. Core Items

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

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

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

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

B. Non-Core Products

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

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

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

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

8. SPECIFICATIONS

All products listed on Attachment A1 through A2, Contract Pricing, conform to Attachment B, PC Goods Specification, dated December 15, 2021.

9. CUSTOMER SERVICE

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

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract.
- Have the authority to take administrative action to correct problems that may occur

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

Contact	Phone	Email
<i>*Hunter Allen</i>	<i>(512) 720-7234</i>	<i><u>Hunter.Allen@Dell.com</u> *</i>

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

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

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

11. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)

The Contractor shall provide pre-sale pre-order technical consultation and configuration assistance to ordering departments in order to ensure acquired configurations are operationally designed for the ordering agency's technology needs. Ordering agencies will ensure that the Contractor has been apprised on the technical needs of the systems and components acquired under the contract.

12. OFFER FORMAT

The Contractor shall provide an offer to ordering agencies in MS Excel spreadsheet format. Quotes from the Contractor must be effective for thirty (30) days after issuance. The quote must include the following data elements:

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

13. PRODUCT SUBSTITUTIONS

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

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

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

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

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

14. PROMOTIONAL PRICING

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

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

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

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

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

15. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

16. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

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

17. MINIMUM ORDER

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

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

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

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

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

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

18. ORDERING PROCEDURE

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

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Dell Marketing L.P. One Dell Way Round Rock, TX, 78682	Facsimile: (512) 283-8309	Email: <u>*Hunter.Allen@Dell.com *</u>

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

19. ORDER ACCEPTANCE

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

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

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

20. ORDER RECEIPT CONFIRMATION

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

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

21. OUT OF STOCK REMEDY

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

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

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

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

22. DISCONTINUED ITEM REMEDY

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

- Amend purchase document to reflect State-approved substitute item (per Section 13, Product Substitutions)
- Cancel the item from the order

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

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

23. DELIVERY SCHEDULES

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

A. Locations

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

B. Schedule

Delivery of ordered product shall be completed in full within thirty (30) calendar days after receipt of an order (ARO) unless otherwise agreed to by the ordering agency. Due to the current market conditions, actual delivery schedules may exceed the thirty (30) day delivery requirement. Departments are required to work with Contractors on delivery timelines. If there are any questions, please contact the State Contract Administrator.

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

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

C. Security Requirements

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

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

24. FREE ON BOARD (F.O.B.) DESTINATION

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

25. PALLETS

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

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

26. SHIPPED ORDERS

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

27. PACKING SLIP

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

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

28. PACKING LABEL

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

- Ordering Agency Name
- Delivery Address, Unit, and/or Floor
- Ordering Agency Contact Information

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

29. INSTALLATION

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

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

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

30. INSPECTION AND ACCEPTANCE

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

31. CUSTOM PRODUCT ACCEPTANCE PROCESS

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

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

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

32. CONTRACT ADMINISTRATION

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

Administrator Information	DGS-PD	Dell Marketing L.P.
Contact Name:	Eileen Tardiff	Ashley Salinas and Cheryl Gardner <i>(Always contact both)</i>
Telephone:	(279) 946-8013	(512) 542-1237 (Ashley) (916) 761-2456 (Cheryl)
Facsimile:	N/A	N/A
Email:	Eileen.Tardiff@dgs.ca.gov	A.Salinas@Dell.com Cheryl.Gardner@dell.com
Address:	DGS/Procurement Division Attn: Eileen Tardiff 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Dell Marketing L.P. Attn: Ashley Salinas and Cheryl Gardner One Dell Way Round Rock, TX, 78682

33. RETURN POLICY

Contractor shall accept returns for up to thirty (30) calendar days after delivery. Contractor is not required to accept returns after this time period. Contractor shall offer a credit or refund in accordance with Section 35, Credit Policy. Contractor may impose a Restocking Fee in accordance with Section 36, Restocking Fees.

Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the Restocking Fee, in accordance with Section 36, Restocking Fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering agency a copy of the Contractor's material cost, if requested, within ten (10) days of request.

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

34. CUSTOM PRODUCT RETURN POLICY

Order agencies shall accrue no charges for custom product if the product is defective or freight damaged. Any other custom product can be returned by any ordering agency but may be subject to fees to remove customization (VAS), in addition to the fee specified in Section 36, Restocking Fees. These fees may be negotiated between the Contractor, ordering agency and the State Contract Administrator.

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

35. CREDIT POLICY

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

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

All other items returned in accordance with Section 33, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Section 36, Restocking Fees. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund.

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

36. RESTOCKING FEES

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

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

37. INVOICING

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

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

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

35. CREDIT POLICY

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

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

All other items returned in accordance with Section 33, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Section 36, Restocking Fees. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund.

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

36. RESTOCKING FEES

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

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

37. INVOICING

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

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

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

38. PAYMENT

A. Terms

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

B. CAL-Card Use

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

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

C. State Financial Marketplace

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

D. Payee Data Record

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

39. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Section 37, 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".

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

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>).

40. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Dell Marketing L.P.	30-704896

41. ACCESSIBILITY COMPLIANCE/ VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)

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

42. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees for a period of three (3) years from the date of acceptance on all products offered as part of this contract. The Contractor shall bear all material and labor costs for repair of equipment defects and failure. The bid price cost shall include the manufacturer's warranty cost.

During the warranty period, the Contractor must:

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

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

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

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

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

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

43. QUALITY ASSURANCE GUARANTEES

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

44. EQUIPMENT REPLACEMENT DURING WARRANTY

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

45. WARRANTY REPAIR RESPONSE TIME

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

Metropolitan Areas shall be 8x5x8 Next Business Day onsite – Eight (8) hours, typically 8:00 am to 5:00 pm, Pacific Time, five (5) days a week, Monday through Friday, eight (8) hour NBD onsite response time in metropolitan areas, excluding State holidays.

Non-Metropolitan Areas shall be 8x5x2 (two (2) hour call back response time, excluding State holidays.) Remediation shall be underway within 48 hours.

Metropolitan Areas:

Counties

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

Cities

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

46. RECYCLED CONTENT

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

47. SB/DVBE PARTICIPATION

This contract contains no Small Business (SB) participation.

The Disabled Veteran Business Enterprise (DVBE) certifications and percentages for the Contractor and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website: www.caleprocure.ca.gov

Name	Prime or Subcontractor	OSDS Certification #	DVBE Percent (%)
Granite Data Solutions	Subcontractor	# 26068	25%

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

The Contractor has committed to DVBE participation at total statewide contract levels of 25 percent of the total VAS sales for the entire contract term.

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

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

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

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

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

48. CERTIFICATION OF PAYMENTS TO DVBE SUBCONTRACTORS

In accordance with the State Contracting Manual, Volume 2, Section 1203.1, DGS-PD has prescribed an alternative mechanism for enforcing the DVBE subcontractor payment certification requirement on this Statewide Contract. State departments shall not collect a certified Prime Contractor's Certification – DVBE Subcontracting Report (STD. 817) from the Contractor. During the contract term, and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify that all participation commitments and payments under the contract have been made to the DVBE.

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. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

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

50. TAKE-BACK

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

Before any Take-Back can occur, State Departments must obtain approval for discarding their IT equipment from the DGS Surplus Property and Reutilization Program. In accordance with the State Administrative Manual (SAM), Chapter 5900, Information Technology-Disposal of IT Equipment, each agency must explore the reutilization of surplus IT equipment prior to requesting approval for recycling or attempting to use the equipment as a credit toward the purchase of new equipment.

Contract (Mandatory) 1-22-70-31B Supplement 11
Contract User Instructions

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

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

Dell utilizes its DVBE subcontractor, Granite Data Solutions, that is partnering with Prism Electronics, an R2 Certified, ISO14001 and ISO45001, electronics recycling company in Morgan Hill, CA to achieve a secure and zero landfill e-waste recycling process for their clients' retired electronic assets and for their obsolete IT assets. Equipment will be picked up by GDS employees and transported to either GDS or PRISM Electronics for processing.

Please contact Customer Service (Section 9) to arrange any Take-Back.

51. ELECTRONIC WASTE RECYCLING

The Contractor will comply with the Electronic Waste Recycling Act of 2003 requiring retailers to collect a recycling fee from consumers on covered electronic devices, starting January 1, 2005. California Public Resources Code Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. The fees must be shown on all purchase orders. See the code identified above for more information and exceptions to this definition or go to [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.

52. ATTACHMENTS

Attachment A1 – Contract Pricing, Chromebooks Supplement 7 dated 6/26/2023
Attachment A2 – Contract Pricing (Monitors) Supplement 9 dated 8/30/2023
Attachment B – PC Goods Specifications (70-31B) dated Supplement 7 dated 6/26/2023
Attachment C – Postconsumer Content Certification Workbook Supplement 9 dated 8/30/2023
Attachment D – Deployment and Logistics Workbook

Contractor: Dell Marketing, L.P.

To access a complete list of contract Non-Core catalog pricing click the link in the next cell:

Core Configuration - Monitors, Widescreen<http://ftp/>**For full item descriptions, go to product Con**

Contact Line Item # (CLIN)	Commodity Description	UNSPSC Code (Version 11)	Manufacturer Part Number (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure
MW300	Widescreen Monitor	43211507	FHFF5	DELL	210-BBBW 814-9381 814-9382	22" Monitor - P2222H, 54.6cm (21.5") Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW301	Widescreen Monitor	43211507	75M5M	DELL	210-BBCC 814-5380 814-5381	24" Monitor - P2422H, 60.5cm (23.8") Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW302	Widescreen Monitor	43211507	75M5M	DELL	210-BBCK 814-5380 814-5381	27" Monitor - P2722H, 68.6cm (27") Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW303A	Widescreen Monitor	43211507	2RR50	DELL	210-BDLQ 844-1960 844-1966	32" USB-C Hub Monitor - P3223DE, 80.1cm (31.5") Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW304	Widescreen Monitor	43211507	X1DXK	DELL	210-AYPJ 814-5380 814-5381	24" Video Conferencing Monitor - C2422HE Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW305	Widescreen Monitor	43211507	0P313	DELL	210-AYQG 814-9422 814-9423	27" Video Conferencing Monitor - C2722DE Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW306	Widescreen Monitor	43211507	KNC9G	DELL	210-BBCH 814-5380 814-5381	24" USB-C Hub Monitor - P2422HE Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW307	Widescreen Monitor	43211507	C2G4V	DELL	210-BBCM 814-5380 814-5381	27" USB-C Hub Monitor - P2722HE Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW308	Widescreen Monitor	43211507	PTF3C	DELL	210-AYV 814-5380 814-5381	UltraSharp 24" monitor U-Series - U2422H Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW309	Widescreen Monitor	43211507	MWH0G	DELL	210-AYZC 814-5380 814-5381	UltraSharp 24" USB-C Hub Monitor - U2422HE Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW310	Widescreen Monitor	43211507	3DNCY	DELL	210-BDPF 814-9422 814-9423	UltraSharp 27" 4K USB - C Hub Monitor - U2723QE Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea
MW311	Widescreen Monitor	43211507	H7TRG	DELL	210-AYZE 814-5380 814-5381	UltraSharp 27" Monitor - U2722D Limited Hardware Warranty Advanced Exchange Service, 3 Years	Ea

Option/Upgrades - Monitors, Widescreen

Contact Line Item # (CLIN)	Commodity Description	UNSPSC Code (Version 11)	Manufacturer Part Number (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure
MW400	Sound Bar	43211507	8778K	DELL	520-AARU	Dell Monitor Slim Soundbar - SB521A 520-AARU	Ea
MW401	Sound Bar	43211507	GCM1V	DELL	520-AAWU	Dell Slim Conferencing Soundbar - SB522A 520-AAWU	Ea

Warranty Option/Upgrades - Monitors, Widescreen

MW803A	4th Year Warranty	43211507	N/A	DELL	844-1981 844-1989 989-3449	ProSupport: Advanced Exchange Service, 4 Years ProSupport: 7x24 Technical Support, 4 Years	Ea
MW804	5th Year Warranty	43211507	N/A	DELL	814-9402 814-9410 989-3449	ProSupport: Advanced Exchange Service, 5 Years ProSupport: 7x24 Technical Support, 5 Years	Ea
MW805	5th Year Warranty	43211507	N/A	DELL	814-5401 814-5409 989-3449	ProSupport: Advanced Exchange Service, 5 Years ProSupport: 7x24 Technical Support, 5 Years	Ea
MW807A	5th Year Warranty	43211507	N/A	DELL	844-1982 844-1990 989-3449	ProSupport: Advanced Exchange Service, 5 Years ProSupport: 7x24 Technical Support, 5 Years	Ea
MW808	4th Year Warranty	43211507	N/A	DELL	814-9442 814-9450 989-3449	ProSupport: Advanced Exchange Service, 4 Years ProSupport: 7x24 Technical Support, 4 Years	Ea
MW809	5th Year Warranty	43211507	N/A	DELL	989-3449 814-9451 814-9443	ProSupport: Advanced Exchange Service, 5 Years ProSupport: 7x24 Technical Support, 5 Years	Ea
MW810	5th Year Warranty	43211507	N/A	DELL	814-9443 814-9451 989-3449	ProSupport: Advanced Exchange Service, 5 Years ProSupport: 7x24 Technical Support, 5 Years	Ea

Value-Added Services (VAS) - Monitors (this category shall be the same for all Monitor Configurations)

Contact Line Item # (CLIN)	Commodity Description	UNSPSC Code (Version 11)	SKU # / Item #	Unit of Measure	Quantity in Unit of Measure	Contractor's Standard Hourly Rate	Cont Disco
MV1000	Installation	81110000	879-2667	Each	1	\$52.50	20'
MV1001	Asset Tagging (Bidder administration of State provided tag, with number)	81110000	879-2669	Each	1	\$11.25	20'
MV1002	Detailed Electronic Asset Information (in addition to Asset Tagging)	81110000	879-2670	Each	1	\$11.25	20'
MV1003	Take-Back Services	81110000	879-2671	Each	1	\$11.25	20'
MV1004	Deployment & Logistics	81110000	879-2672	Hour	1	\$53.26	20'
MV1005	Emergency Services (4-hour response, per occurrence)	81110000	879-2673	Hour	1	\$53.26	20'

End of page

Product Category
MW - P2222H - 22in
MW - P2422H - 24in
MW - P2722H - 27in
MW - P3223DE - 32in
MW - C2422HE - 24in
MW - C2722DE - 27in
MW - P2422HE - 24"
MW - P2722HE - 27"
MW - U2422H - 24"
MW - U2422HE - 24"
MW - U2723QE - 27"
MW - U2722D - 27"

Product Category
Available for all Models
Available for all Models

MW - P3223DE - 32in
MW - P2222H - 22in
MW - P2422H - 24in MW - P2722H - 27in MW - C2422HE - 24in MW - P2422HE - 24" MW - P2722HE - 27" MW - U2422H - 24" MW - U2422HE - 24" MW - U2722D - 27"
MW - P3223DE - 32in
MW - C2722DE - 27" MW - U2723QE - 27"
MW - C2722DE - 27in
MW - U2723QE - 27"

PCL XL error

Subsystem: GE_VECTOR

Error: GEEEmptyClipPath

Warning: IllegalMediaSize



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 24-428

Meeting Date: 7/1/2024

Report Prepared by: Jeff Bennyhoff, Director of Information Technology

SUBJECT: Approval to Waive the Competitive Bid Process to Allow for the Cooperative Purchase with Competitively Bid Contracts; State of California Cooperative Agreement 1-22-70-31B, 1-23-70-04C, 1-21-70-04A, 1-22-70-31C, 1-21-70-08B, 1-22-70-31A, 1-19-70-19B-2, and 1-21-70-19C-1 Awarded to Vendors Dell Inc, Ubeo, NWN, Granite Data Solutions, Presidio Networked Solution Group LLC, and PC Specialist, inc DBA Technology Integration Group in a not to Exceed Amount of \$400,000 in Fiscal Year 2024/2025

REPORT IN BRIEF

Considers approving to waive the competitive bid process to allow for the Cooperative Purchase with Competitively Bid Contracts; State of California Cooperative Agreement 1-22-70-31B, 1-23-70-04C, 1-21-70-04A, 1-22-70-31C, 1-21-70-08B, 1-22-70-31A, 1-19-70-19B-2, and 1-21-70-19C-1 awarded to vendors Dell Inc, Ubeo, NWN, Granite Data Solutions, Presidio Networked Solution Group LLC, and PC Specialist, inc DBA Technology Integration Group in a not to Exceed Amount of \$400,000 in Fiscal Year 2024/2025.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving to waive the competitive bidding requirements as stated in Section 3.04.210 of the Merced Municipal Code due to cooperative purchasing; and,
- B. Approving the use of State of California Cooperative Agreement 1-22-70-31B (PC Goods - Dell Products Chromebooks and Monitors); and,
- C. Approving the use of State of California Cooperative Agreement 1-23-70-04C (Plotters); and,
- D. Approving the use of State of California Cooperative Agreement 1-21-70-04A (Printers and Multifunction Devices); and,
- E. Approving the use of State of California Cooperative Agreement 1-22-70-31C (PC Goods - Dell Laptops); and,
- F. Approving the use of State of California Cooperative Agreement 1-21-70-08B (Tablets 2-in-1 devices Dell); and,
- G. Approving the use of State of California Cooperative Agreement 1-22-70-31A (PC Goods - Dell

Products Desktops, Thin Desktops, Thin Laptops, Rugged Laptops); and,

H. Approving the use of State of California Cooperative Agreement 1-19-70-19B-2 (Data Center Equipment - Cisco); and,

I. Approving the use of State of California Cooperative Agreement 1-21-70-19C-1 (Data Center Equipment - Commvault); and,

J. Authorizing the City Manager or Deput City Manager to execute the necessary documents; and,

K. Authorizing the Finance Officer to make necessary budget adjustments; and,

L. Authorizing the City Manager or Deput City Manager to execute the necessary documents for future contract amendments in motion B though I; and,

M. Authorizing the purchase of up to \$400,000 for goods between vendors Dell Inc, Ubeo, NWN, Granite Data Solutions, Presidio Networked Solution Group LLC, and PC Specialist, inc DBA Technology Integration Group.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to conditions as specified by the City Council; or,
3. Deny the request; or,
4. Refer back to staff for reconsideration of specific items as requested by the Council.

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the FY 24/25 Adopted Budget.

DISCUSSION

The City purchases a variety of technology goods utilizing the State of California Department of General Service Competitively bid contracts. These contracts encompass a broad array of technology items and software available from several vendors. For any given purchase, the City may use several contracts simultaneously to achieve optimal pricing for each order.

These contracts have been publicly bid by the state of California, allowing the City flexibility in its purchasing decisions; there is no requirement to buy exclusively through the contracts. City staff will continue to seek price quotes from multiple vendors. Should one of these contracts offer the lowest price, purchases will be made using contract. However, if another vendor presents a lower quote, the City will opt to buy from that vendor. These arrangements ensure that the City secures the lowest possible rates through via competitive bid contracts.

Without such agreements, the City would quickly surpass its authorized spending limit within the first

30 days of the fiscal year, preventing further procurement of goods. Given that these contracts encompass millions of items, using them is the most efficient and cost-effective method to guarantee continued access to necessary goods at the lowest cost points. The Information Technology Department is requesting that the Council waive the competitive bidding requirements, as outlined in municipal code section 3.04.210, which exempts competitive bidding for cooperative purchases.

IMPACT ON CITY RESOURCES

Last fiscal year Council approved \$520,000 of spending authority with these contracts. These purchases accounted for spending across all City departments. As the City had onetime expenses that will not be required in Fiscal Year 24/25 staff is seeking authority in the amount not to exceed \$400,000. For any expenditure above this threshold, staff will come back to Council for additional expenditure authority. This authorization does not encumber or expend any funds, it only grants the authority to expend funds if the City needs to purchase goods. If the City expends below this threshold amount, no funds will be lost.

ATTACHMENTS

1. State of California Cooperative Agreement 1-22-70-31B PC Goods - Dell Products Chromebooks and Monitors
2. State of California Cooperative Agreement 1-23-70-04C Plotters;
3. State of California Cooperative Agreement 1-21-70-04A Printers and Multifunction Devices
4. State of California Cooperative Agreement 1-22-70-31C PC Goods - Dell Laptops
5. State of California Cooperative Agreement 1-21-70-08B Tablets 2-in-1 devices Dell
6. State of California Cooperative Agreement 1-22-70-31A PC Goods - Dell Products Desktops, Thin Desktops, Thin Laptops, Rugged Laptops
7. State of California Cooperative Agreement 1-19-70-19B-2 Data Center Equipment - Cisco
8. State of California Cooperative Agreement 1-21-70-19C-1 Data Center Equipment - Commvault