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 10

(Incorporates Supplements 1-10)

ISSUE AND EFFECTIVE DATE:	***8/23/2024***
CONTRACT NUMBER:	1-22-70-31A
DESCRIPTION:	PC Goods - Dell Products (Desktops, Thin Desktops, Thin Laptops, Rugged Laptops)
CONTRACTOR:	Granite Data Solutions
CONTRACT TERM:	07/01/2022 through 06/30/2026
STATE CONTRACT ADMINISTRATOR:	Erica Seghesio-Groves (279) 946-8022 Erica.Seghesiogroves@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

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: Granite Data Solutions 5321 Luce Avenue McClellan Park, CA 95652	**Fax/Email:** Fax: (916) 735-3551 Email: sales@granitedatasolutions.com	**Contact Information:** Granite Data Solutions Sales Phone: (916) 735-3550 Email: sales@granitedatasolutions.com
Contractor Website: ***www.granitedata.com*** *OEM MSRP/Price List is contained within the Contractor's website.*		

Contract (Mandatory) 1-22-70-31A *Supplement 10*
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All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Sections	Supplement Date
10	***Subject contract for PC Goods, Dell is hereby modified to reflect the following changes:*** ➢ ***Front Cover: Updated Contractor website.*** ➢ ***Article 47: Updated SB/DVBE Participation percentage.****	***8/23/2024***
9	Subject contract for PC Goods, Dell is hereby modified to reflect the following changes: ➢ Front Cover and Article 32: Update State Contract Administrator. ➢ Article 49: Added Generative AI Procurement Procedures.*	7/31/2024
8	➢ Subject contract for PC Goods, Dell is hereby modified to reflect the following changes: ➢ Front Page: Extend contract. ➢ Attachment A1 – Contract Pricing (Desktops): Refresh of desktops. ➢ Attach. C – PCRC Workbook: Add new refresh products.	4/16/2024
7	Subject contract for PC Goods, Dell is hereby modified to reflect the following changes: ➢ Attachment A4 – Contract Pricing (Rugged Laptops): Update operating systems and docking stations.	12/12/2023
6	Subject contract for PC Goods, Dell is hereby modified to reflect the following changes: ➢ Attachment A1 – Contract Pricing (Desktops): Update Workstation. ➢ Attachment A3 – Contract Pricing (Thin Laptops): Update Thin Laptop. ➢ Attachment C – PCRC Workbook: Update with replacement product.	7/27/2023

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5	Subject contract for PC Goods, Dell is hereby modified to reflect the following changes: ➢ Attachment A1, A2, A3 and A4 – Contract Pricing Page, (Desktops, Thin Desktops, Thin Laptops, and Rugged Laptops), Configuration tab: Correct Display specification – Add LCD. ➢ Attachment A1 – Contract Pricing (Desktops), Configuration tab: Update Workstation processor specification. ➢ Attachment A3 and A4 – Contract Pricing, (Thin Laptops and Rugged Laptops), Configuration tab: Update Network Connection and Docking Station specification. ➢ Attachment B – PC Goods Specification (70-31A): Update Display, Desktop Workstation Processor, Network Connection, and Docking Station specification throughout configurations where applicable.	5/26/2023
4	Subject contract for PC Goods, Granite Data Solutions – Dell, is hereby modified to reflect the following changes: ➢ Attach. A1, Contract Pricing, Desktops: Refresh of desktops. ➢ Attach. C – PCRC: Add new refresh products.	5/1/2023
3	Subject contract for PC Goods, Granite Data Solutions – Dell, is hereby modified to reflect the following changes: ➢ Front page and Article 32: Change State Contract Administrator.	12/22/2022
2	Subject contract for PC Goods, Granite Data Solutions – Dell, is hereby modified to reflect the following changes: ➢ Article 17: Clarify purchasing guidelines for optional accessories, VAS, and extended warranties.	10/12/2022
1	Subject contract for PC Goods, Granite Data Solutions – Dell, is hereby modified to reflect the following changes: ➢ Article 12: Add timeframe for quotes. ➢ Article 17: Clarify minimum order requirements. ➢ Attachment A1-A4: Add Microsoft Auto-Pilot Service/Registration to the VAS; update OEM URL background links; correct Unit of Measure for D&L and Emergency Services.	8/18/2022
N/A	Original Contract Posted	7/1/2022

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with Granite Data Solutions (GDS) (Contractor) provides Dell PC Goods, Desktops, Thin Desktops, Thin Laptops, and Rugged Laptops at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-70-31A. 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.

- 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 (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

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

4. SB/DVBE OFF-RAMP PROVISION

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

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 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 A1 through A4, 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 A1 through A4, 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.

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 A4, 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
Sales	(916) 735-3550	sales@granitedatasolutions.com

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
- Quote "Prepared By" Name and Contact Information
- Quote Number
- Date of Quote
- Ordering Agency Name
- Ordering Agency Contact Person
- Contract Number
- Contract Line-Item Number (CLIN)
- 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

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.

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 CERTFICATION REQUIREMENT

This requirement does not apply to local government agencies.

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

16. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site

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) FI$CAL Purchase Documents
State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

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

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

17. MINIMUM ORDER

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

In the Desktop categories, a maximum of two (2) monitors can be purchased with each system. Monitors cannot be purchased as a stand-alone from the Desktop contracts.

Portable Monitors are treated as a peripheral to a laptop and can only be purchased with a 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: Granite Data Solutions 5321 Luce Avenue McClellan Park, CA 95652	Facsimile: (916) 735-3551	Email: sales@granitedatasolutions.com

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

19. ORDER ACCEPTANCE

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

- Are incomplete.
- Contain non-contract items 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.

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.

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

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 Statement of Work 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.

Administrator Information	**DGS-PD**	**Granite Data Solutions (GDS)**
Contact Name:	Erica Seghesio-Groves	Scott Mitchell
Telephone:	(279) 946-8022	(916) 760-4115
Facsimile:	N/A	N/A
Email:	Erica.Seghesiogroves@dgs.ca.gov	smitchell@granitedatasolutions.com
Address:	DGS/Procurement Division Attn: Erica Seghesio-Groves 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	Granite Data Solutions Attn: Scott Mitchell 5321 Luce Avenue McClellan Park, CA 95652

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.

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

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".

This website contains additional information regarding DGS-PD's CAL-Card program.

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 #
Granite Data Solutions	100-299591

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.

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.

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	Prime	# 26068	***100%***

DVBE Participation: The Contractor is a California Certified DVBE. For each order placed through this contract, State departments are able to claim 100 percent DVBE participation.

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. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)/ CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications, (i.e. Darfur, Russian Sanctions, SB/DVBE, etc.), Bidder Declaration, 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 State required certifications, a Bidder Declaration document, or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

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

49. GENERATIVE AI PROCUREMENT PROCEDURES

State departments are required to obtain a GenAI Reporting and Factsheet (STD 1000) from the Contractor prior to issuing a Purchase Order.

If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence. State departments must retain the STD 1000 in their procurement file, and if applicable, the confirmation the purchase may proceed.

50. TAKE-BACK/TRADE IN

Before any Take-Back/Trade-In 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 State department 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.

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

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

GDS has partnered 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.

For any Take Back/Trade-In information, contact:

GDS Pickup Scheduling Contact
Angela Mitchell – Technical Deployment Manager
(916) 839-7670 mobile
ITAD@granitedatasolutions.com

OR

GDS ITAD Program
Devin Holmes – Business Development Manager
(916) 238-1724 office
ITAD@granitedatasolutions.com

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 for a breakdown of the fees.

52. ATTACHMENTS

Attachment A1 – Contract Pricing (Desktops) Supplement 8 dated 4/16/2024
Attachment A2 – Contract Pricing (Thin Desktops) Supplement 5 dated 5/26/2023
Attachment A3 – Contract Pricing (Thin Laptops) Supplement 6 dated 7/27/2023
Attachment A4 – Contract Pricing (Rugged Laptops) Supplement 7 dated 12/12/2023
Attachment B – PC Goods Specifications (70-31A) dated Supplement 5 dated 5/24/2023
Attachment C – PCRC Workbook Supplement 8 dated 4/16/2024
Attachment D – Deployment and Logistics Workbook (D&L)