



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

State of California
CONTRACT USER INSTRUCTIONS

(Incorporates Supplement 1)

****MANDATORY****

ISSUE AND EFFECTIVE DATE: 5/12/2011	
CONTRACT NUMBER:	1-10-75-55
DESCRIPTION:	Office Supplies
CONTRACTOR(S):	National Office Solutions, Inc.
CONTRACT TERM:	10/06/2010 through 10/05/2013
STATE CONTRACT ADMINISTRATOR:	Julie Matthews (916) 375-5918 Julie.Matthews@dgs.ca.gov

The current 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.

ORIGINAL SIGNED

Julie Matthews, Contract Administrator

Date: 5/12/2011

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SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
1	Article 4 (SB/DVBE Ofrramp Provision) Article 7 (Contract Items) Article 8 (User Account Registration) Article 9 (Purchase Execution) Article 10 (Ordering Procedure) Article 25 (SB/DVBE Certification) Article 29 (Attachments)	05/12/2011

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1. SCOPE

The State's contract with National Office Solutions, Inc. (Contractor) provides office supplies at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-10-75-55. The Contractor shall supply the entire portfolio of products as identified within the contract and will be the primary point of contact for data collection, reporting, and distribution of office supplies to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The 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 effective March 21, 2011. Please refer to Article 4 (SB/DVBE Offramp Provision) for exceptions.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.

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- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency name
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contacts: Marilyn.ebert@dgs.ca.gov or Wilson.lee@dgs.ca.gov

- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

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

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

B. Local Governmental Agencies

For all local government agency transactions issued against the contract the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the ordering agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

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4. SB/DVBE OFF-RAMP PROVISION

The Office Supplies Statewide Contract 1-10-75-55 is **mandatory** for use by all State of California departments except when the “SB/DVBE Off-Ramp” provision is utilized. The SB/DVBE Offramp provision allows a State department to, at its option, purchase contract items from a certified Small Business (SB), including a “microbusiness” (MB), or a Disabled Veteran Business Enterprise (DVBE) in accordance with the rules outlined within this document.

Note: The rules outlined herein are exclusive to the Office Supplies Statewide Contract 1-10-75-55 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 can not be applied. In these situations, the purchase must be made through the mandatory statewide contract.

A. Offramp Usage Rules

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

Requirement	Description / Procedure
Price Quotations	Departments must obtain price quotations from California-certified SB, MB, or DVBE supplier(s) as follows: <ul style="list-style-type: none"> ➤ For purchases between <u>\$0 and under \$5,000</u>, departments must obtain at least one (1) phone quote or written quote. ➤ For purchases between <u>\$5,000 and under \$250,000</u>, departments must obtain at least two (2) price quotations.
Evaluation	State departments must document in the procurement file that the non-IT goods being purchased are: <ol style="list-style-type: none"> 1) <u>Equivalent</u> to the non-IT goods available from the statewide contract including product description, functional requirements, and manufacturer warranties as provided in the statewide contract; <u>and</u> 2) <u>Equal to or less expensive</u> than the pricing offered from the statewide contract for the same products based on the total order value before taxes.
Authority	Departments must have the appropriate non-IT purchasing authority granted by the DGS/PD in order to utilize the SB/DVBE Off-ramp as identified by 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 Off-ramp purchases must be made to a supplier with a current California SB or DVBE certification.

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B. Offramp Reporting Requirements

Departments are required to report all purchases executed through use of the mandatory Office Supplies Statewide Contract 1-10-75-55 SB/DVBE Offramp provision in accordance with the following requirements. This requirement is consistent with Bureau of State Audits (BSA) recommendations in 2010.

SB/DVBE Offramp Reporting Requirements											
Reporting Requirement and Format	<p>Each Purchasing Authority Contact (PAC) or designee must submit a report to DGS/PD which consolidates all department SB/DVBE Offramp transactions for the Office Supplies Statewide Contract 1-10-75-55.</p> <p>Transactions must be reported on the following report template:</p> <ul style="list-style-type: none"> ➤ SB/DVBE Offramp Spend Quarterly Report (Form CMU 11-01) <p><u>Note:</u> The report must be exclusive to the Office Supplies Statewide Contract 1-10-75-55 SB/DVBE Offramp spend activity.</p>										
Submission Due Dates	<p>Purchasing Authority Contact (PAC) or designee must submit the SB/DVBE Offramp Spend Quarterly Report, quarterly by fiscal year, by the tenth of the month following the reporting period.</p> <p>Reporting periods and the related submission dates are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Reporting Period</th> <th>Report is due no later than</th> </tr> </thead> <tbody> <tr> <td>July 1st through September 30th</td> <td>October 10th</td> </tr> <tr> <td>October 1st through December 31st</td> <td>January 10th</td> </tr> <tr> <td>January 1st through March 31st</td> <td>April 10th</td> </tr> <tr> <td>April 1st through June 30th</td> <td>July 10th</td> </tr> </tbody> </table> <p><u>Note:</u> When the report submission due date falls on a weekend or on a state-recognized holiday, reports will be due on the next working day following the weekend or holiday.</p>	Reporting Period	Report is due no later than	July 1 st through September 30 th	October 10 th	October 1 st through December 31 st	January 10 th	January 1 st through March 31 st	April 10 th	April 1 st through June 30 th	July 10 th
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July 1 st through September 30 th	October 10 th										
October 1 st through December 31 st	January 10 th										
January 1 st through March 31 st	April 10 th										
April 1 st through June 30 th	July 10 th										
Submit To	<p>Reports must be complete and legible and must be submitted as follows:</p> <p><u>By IMS to:</u> Z-1 DGS/Procurement Division Contracts Management Section Attn: Julie Matthews 707 Third Street , 2nd Floor, MS 2-201 West Sacramento, CA 95605</p> <p><u>By Mail to:</u> DGS/Procurement Division Contracts Management Section Attn: Julie Matthews 707 Third Street , 2nd Floor, MS 2-201 West Sacramento, CA 95605</p> <p><u>By Email to:</u> Julie.Matthews@dgs.ca.gov</p>										

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5. 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.

A. Contractor Information

The Contractor has a dedicated customer service unit for responding to ordering agency inquiries, including telephone coverage weekdays during the hours of 8:00 AM to 5:00 PM (Pacific Standard/Daylight Time). The Contractor’s customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

For product information or questions about ordering please contact the Contractor’s Customer Service Unit identified below:

CUSTOMER SERVICE UNIT INFORMATION	
Contractor:	National Office Solutions
Telephone:	(800) 573-6674
Facsimile:	(800) 573-5351
Email:	customercare@nosi.biz
Website:	www.calnosi.com

The Contractor’s Contract Manager listed below should be contacted for escalated issues per Article 6 (Problem Resolution and Supplier Performance).

Administrator Information	National Office Solutions (Contractor Contract Manager)
Contact Name:	David Keegan
Telephone:	(925) 272-0342
Facsimile:	(800) 573-5357
Email:	davidk@nosi.biz
Address:	National Office Solutions 383 Diablo Road, Suite 200 Danville, CA 94526

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B. State Contract Administrator Information

The State's contact person is available for information on administrative matters or problem resolution, for more detail please refer to Article 6 (Problem Resolution and Supplier Performance).

Administrator Information	DGS/PD (State Contract Administrator)
Contact Name:	Julie Matthews
Telephone:	(916) 375-5918
Facsimile:	(916) 375-4613
Email:	julie.matthews@dgs.ca.gov
Address:	DGS/Procurement Division 707 Third Street, 2 nd Floor, MS 2-201 West Sacramento, CA 95605

6. PROBLEM RESOLUTION AND SUPPLIER PERFORMANCE

A. Problem Resolution

For problem resolution, ordering agencies should contact the Contractor's Customer Service Unit via one of the contact options identified in Article 5 (Contract Administration). Ordering agencies with unresolved issues within 72 hours of first contact with Contractor's Customer Service Unit should contact Contractor's Contract Manager identified in Article 5 (Contract Administration), via phone or by email.

If difficulties continue or issues are unresolved after five (5) working days of initial contact, ordering agencies shall notify the State Contract Administrator identified in Article 5 (Contract Administration) for resolution.

B. Supplier Performance

Ordering agencies and/or Contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For Contractor performance issues, ordering agencies must submit a completed [Supplier Performance Report](#) (Attachment A) via email or facsimile to the State Contract Administrator identified in Article 5 (Contract Administration). The ordering agency must include all relevant order information and/or documentation (i.e. purchase documents).

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7. CONTRACT ITEMS

All office supply products available for purchase through this contract are identified in the custom catalog entitled "California Office Supplies Catalog". The "California Office Supplies Catalog" provides the following information for each contract item:

- Contract Line Item Number (CLIN)
- Contractor's product stock keeping unit number (SKU) / Manufacturer Part Number
- Picture of Item
- Item description
- Manufacturer Name
- Unit of Measure (UOM)
- Quantity in UOM
- DVBE Indicator/Icon (as applicable) – Indicator of items supplied by the Contractor's Disabled Veteran Business Enterprise (DVBE) subcontractor and qualify for DVBE participation credit.
- Green Bear Indicator/Icon (as applicable) – Indicator of items containing post consumer recycled content (PCRC) that meets or exceeds the State Agency Buy Recycled Campaign (SABRC) minimum PCRC percentages.
- Recycle Emblem (as applicable) – Indicator of products containing recycled content.
- State Contract Price (i.e. the net price the ordering agency will be charged)

Note: Ordering agencies executing orders through this contract shall purchase only the contract line items as identified within the "California Office Supplies Catalog". Purchase documents for this contract containing non-contract items will be rejected by the Contractor.

All prices identified in the "California Office Supplies Catalog" are the State Contract Price (i.e. net price to be charged to ordering agencies). The State may receive additional volume discounts when State departments achieve quarterly spend over baseline amounts. Applicable volume discounts will be announced by the DGS/PD through a broadcast bulletin.

A. Prison Industry Authority (PIA) Items

PIA items, such as binders and files, are required by statute to be purchased from the Prison Industry Authority. State departments must obtain a PIA waiver for any items mandated to be purchased from PIA. State departments with questions regarding PIA's waiver policy and procedure may contact PIA at (916) 323-2419 or visit PIA's website at <http://www.pia.ca.gov/>.

B. Hard Copy Catalog

Hard copies of the "California Office Supplies Catalog" are available, at no charge, to State departments and local governmental agencies for ordering under this contract upon written request. Requests for hard copy catalogs should be submitting in writing to the Contractor's Customer Service Unit.

REQUEST HARD COPY CATALOG	
Contact:	Customer Service Unit
Telephone:	(800) 573-6674
Facsimile:	(800) 573-5351
Email:	customercare@nosi.biz

Ordering agencies are reminded to consider the environment before requesting a hard copy catalog.

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C. Electronic Catalog and Ordering System

The contract items listed in the "California Office Supplies Catalog" are also available for viewing through the Contractor's online ordering system (www.calnosi.com). The Contractor's electronic catalog provided as part of the online ordering system contains only those items available in the "California Office Supplies Catalog".

VIEW ELECTRONIC CATALOG	
Website / Online Ordering System:	www.calnosi.com

Accessing Electronic Catalog

There are three (3) levels of access for viewing the electronic catalog: Public, Guest, and Registered.

Public User Access:

Access to the California Office Supplies Catalog electronic version is available to the public at www.calnosi.com (under the Online Ordering Tab). Public access does not require a username or password to view contract items.

Public users have the following capabilities within the system:

- Search electronic catalog for contract items; and
- View contract item information (without pricing)

Guest User Access:

State department personnel may register as a "Guest User" with National Office Solutions, Inc. for additional access to the electronic catalog. Note: Guest Users do not have authority to purchase or create orders through the online ordering system.

Guest Users have the following capabilities within the system:

- Search electronic catalog for contract items
- View contract item information (with pricing)
- Create Carts

To register as a Guest User, department personnel must complete the Guest Registration Form online at www.calnosi.com (under the Online Ordering Tab).

Registered Users Access:

State department personnel who are authorized to place orders on behalf of their department will be required to register as a "Registered User" with the Contractor in order to place orders through this contract.

Registered Users have the following capabilities:

- Search electronic catalog for contract items
- View contract item information (with pricing)
- Create Carts
- Create official orders through the online ordering system (optional)
- Submit official purchase orders to the contractor via the ordering methods outlined in the Contract User Instructions, Article 10 (Ordering Procedure).

To register as a Registered User, department personnel must complete the *User Account Registration Process* outlined in Article 8 (User Account Registration).

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8. USER ACCOUNT REGISTRATION

All ordering agency personnel placing orders against this contract must establish a “Registered User” account with the Contractor prior to placing orders against this contract. (Refer to Article 7C for user access options). Account registration may be performed via any of the following methods:

- **On-line Registration**
Ordering agency users follow the online instructions for completion and submittal of the online *New Account Sign-Up Form* through the Contractor’s online ordering system at www.calnosi.com.
- **Hard copy registration**
Ordering agencies request a hard copy *New Account Sign-Up Form* from the Contractor’s Customer Service Unit at (800) 573-6674 or via email at customercare@nosi.biz. Completion and submittal instructions are included on the hard copy form.

Important notes for ordering agency registration:

- All information requested on the New Account Sign-Up Form is mandatory unless otherwise stated. (Exception: Purchasing Authority Numbers are exclusive to State departments only.)
- The Contractor will verify all requestor information and provide account information to all eligible contract users once verification process is complete.
- Account information (user name and password) should be provided within two (2) working days of form submittal. Submittal of incomplete forms may delay the registration process. Requestors who do not receive account information within two (2) working days of form submittal should contact the Contractor’s Customer Service Unit. Requestors who do not receive account information within five (5) working days of form submittal should contact the State Contract Administrator for resolution.
- Once an account is established with the Contractor, ordering agencies may start placing orders via the available ordering methods identified in Article 10 (Ordering Procedure).

9. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use one of the following approved documents for purchase execution:

- Purchasing Authority Purchase Order (STD 65) – An electronic version of the STD 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms); or
- Contractor’s online ordering system Purchase Order document – The purchase order that is generated from the Contractor’s online ordering system has been determined as an acceptable purchase document for this contract per the DGS/PD Purchasing Authority Management Section. The Purchase Order document generated from the Contractor’s online ordering system must be printed, signed, and retained as the official purchase document in the State department’s procurement file.

For all orders placed through the online ordering system, ordering agencies must provide the Contractor a copy of the signed purchase document identified with the phrase “Confirming Order: Do Not Duplicate”, via email, facsimile or U.S. Mail. Best practices are to follow the purchase order distribution instructions provided on the Purchasing Authority Purchase Order (STD 65), which indicate the original signed purchase order should be sent to the contractor. However, email and facsimile copies are acceptable.

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The signed purchase order document should be provided to the Contractor as soon as possible, if not immediately, after the order is submitted through the system. This is in accordance with State Contracting Manual (SCM) Volume 2 (Paragraph 8.2.3, 8.2.6, and 8.2.7).

All purchase documents must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Statewide Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Agency Contact Information (Contact Name, Phone Number, Fax Number, E-mail)
- Quantity
- Unit of Measure
- Contract Line Item Number (CLIN)
- Product Description
- Unit Price (State Contract Price)
- Extension Price
- Cal-Card Payment information (if applicable)
- Special instructions regarding delivery hours, security measures, pallet sizes (if applicable)

The Contractor shall not accept purchase order documents from ordering agencies for this contract that are incomplete or contain non-contract items.

2) Blanket Orders

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

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#).

B. Local Governmental Agencies

Local governmental agencies may use the Contractor's online ordering system Purchase Order document or their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Cal-Card information are used by State departments only).

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C. Purchase Order Reporting Requirements

All ordering agencies shall forward a copy of each executed purchase order (regardless of the ordering method used) to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

10. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents, as identified in Article 9 (Purchase Execution), directly to the Contractor via one of the following ordering methods:

- **OnLine Ordering System** – Orders may be placed through the Contractor’s online ordering system (www.calnosi.com) twenty-four (24) hours a day, seven (7) days a week.
Note: For all orders placed through the online ordering system, ordering agencies must provide the Contractor a copy of the signed purchase document identified with the phrase “Confirming Order: Do Not Duplicate”, via email, facsimile or U.S. Mail. Best practices are to follow the purchase order distribution instructions provided on the Purchasing Authority Purchase Order (STD 65), which indicate the original signed purchase order should be sent to the contractor. However, email and facsimile copies are acceptable. The signed purchase order document should be provided to the Contractor as soon as possible, if not immediately, after the order is submitted through the system.
- **Email** – Purchase orders submitted via email will be accepted between the hours of 7:00 AM and 7:00 PM (PST/PDT), Monday through Saturday.
- **Facsimile** – Purchase orders submitted via facsimile orders will be accepted between the hours of 7:00 AM and 7:00 PM (PST/PDT), Monday through Saturday.
- **Mail** – Purchase orders submitted via U.S. Mail orders will be accepted between the hours of 8:00 AM and 5:00 PM (PST/PDT), Monday through Friday.

When using any of the available ordering methods specified above, all State departments must conform to State procedures. All other ordering methods (i.e. telephone orders) will not be accepted for this contract.

The Contractor’s Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION	
Website / Online Ordering System:	www.calnosi.com
Email:	customercare@nosi.biz
Facsimile:	(800) 573-5351
U.S. Mail:	National Office Solutions 383 Diablo Road, Suite 200 Danville, CA 94526

11. MINIMUM ORDER

There is no minimum order for this contract.

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12. ORDER ACKNOWLEDGEMENT / SHIPPING NOTIFICATION

The Contractor will provide ordering agencies with an order receipt acknowledgement, via e-mail, facsimile, or generated from the Contractor's online ordering system within 24 hours of receipt of purchase document.

The order acknowledgement shall include the following information:

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

Note: If an ordering agency does not receive an order acknowledgement for a purchase document within the timeframe listed above, it is the responsibility of the ordering agency to contact the Contractor's Customer Service Unit for confirmation that the purchase document was received.

13. OUT-OF-STOCK ITEM REMEDY

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

- Request backorder; or
- Cancel the item from the order.

If an ordering agency elects to cancel an item from an order, the agency must submit a purchase order amendment to the contractor reflecting this change.

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

14. DELIVERY SCHEDULES

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

A. After Receipt of Order (ARO)

Delivery of ordered product shall be completed in full within five (5) working days ARO, unless otherwise agreed to by the ordering agency.

B. 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.

C. Schedule

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

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

D. Security Requirements

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

15. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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

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

17. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The State's General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

A. 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
- Number of parcels
- Destination
- All information contained on the packing label

B. Packaging Label

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

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

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C. Pallets

Pallet sizes shall be identified on the ordering agency's purchase document. All pallets shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

D. Hazardous Materials Documentation

Products, that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, §339, shall comply with the requirements of Title 8 of the California Code of Regulations including §340, Material Safety Data Sheets (MSDS).

The Contractor must provide Material Safety Data Sheets (MSDS), via facsimile or email, to the ordering agency upon written request.

18. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

The Contractor's invoice must identify, at a minimum, the information listed below:

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

A. CAL-Card Invoices

State departments may use the CAL-Card for the payment of invoices. Refer to Article 19 (Payment: CAL-Card Use) for more information.

All CAL-Card invoices are to be processed separately from other payment methods. CAL-Card invoices shall be submitted directly to the CAL-Card account holder. The total invoice amount for each order with a CAL-Card payment must reflect a zero balance due or credit, if applicable, and state "paid by CAL-Card".

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

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19. PAYMENT

Ordering agencies may pay by check, electronic funds transfer, or with the State's CAL-Card credit card. Payments are to be made in accordance with paragraph 30 of the State's General Provisions.

A. Terms

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

B. Cal-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) or Online Ordering System Purchase Order document as referenced in Article 9 (Purchase Execution) and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 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.

Contractor will submit invoices for purchases paid through CAL-Card as identified in Article 18 (Invoices).

C. Payee Data Record

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

20. CREDIT / RETURNS

A. Return Policy

The Contractor shall accept all products for return at no cost to the State within 30 calendar days of delivery, and credit the customer in full. 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. Products returned for credit should be in the packaging as delivered and include all documentation.

B. Credit Policy

The Contractor shall provide credit for the following items:

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

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

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

C. Restocking Fees

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

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned within 30 calendar days of delivery
- Items that are returned, but exchanged for other items

Re-stocking fees for all other reasons can be no greater than ten percent (10%) of the value of the items needing re-stocking.

21. QUALITY ASSURANCE

A. Warranty

The Contractor must honor all manufacturers' warranties and guarantees on all products offered as part of this contract. If the manufacturer offers an on-site warranty, those warranty services must be passed on to the users of this contract. If a product warranty extends beyond the term of the contract, the Contractor must agree to provide warranty services throughout the life of the warranty.

B. Product Recall Procedures

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall pick up, test, destroy or return recalled products to the manufacturer at no expense to the State. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

22. CALIFORNIA SELLER'S PERMIT

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

Contractor Name	Seller Permit #
National Office Solutions	100-394693

23. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Post Consumer Recycled Content (PCRC) Certification Workbook identifying the percentage of PCRC material for each contract item available within the California Office Supplies Catalog is attached (Attachment B).

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24. SUBCONTRACTORS

The subcontractor(s) to be used in the work performed for this statewide contract are listed below. State departments can verify that the certifications are currently valid at the following website:
<http://www.bidsync.com/DPXBisCASB>.

SUBCONTRACTOR INFORMATION		
Subcontractor Name	Certification Type	OSDS Certification #
Reliable Business Equipment	MB/DVBE	44377

State departments must comply with the SCM Volume 2 in regards to documentation of subcontractors on each order.

25. SB/DVBE PARTICIPATION

The SB and DVBE certifications and percentage commitments for this statewide contract are listed below. State departments can verify that the certifications are currently valid at the following website:
<http://www.bidsync.com/DPXBisCASB>.

SB/DVBE PARTICIPATION CONTRACT COMMITMENTS		
Contractor Name	SB Percent (%)	DVBE Percent (%)
National Office Solutions, Inc.	100%	3%

SB/DVBE CERTIFICATIONS			
Name	Prime or Subcontractor	Certification Type	OSDS Certification #
National Office Solutions, Inc.	Prime Contractor	MB	36519
Reliable Business Equipment	Subcontractor	MB/DVBE	44377

The contractor will meet the contract SB and DVBE participation percentages as follows:

- **SB Participation:** The prime contractor (National Office Solutions) is a California certified microbusiness (MB). For each order placed through this contract, State departments are able to claim 100% MB participation for all items.
- **DVBE Participation:** The contractor has committed to providing 3% DVBE participation for the entire contract term. In order to meet this commitment the Contractor has identified specific line items that will be provided by the Contractor’s certified DVBE subcontractor (Reliable Business Equipment). DVBE items are marked in the “California Office Supplies Catalog” with an indicator/icon. As a result, the amount of DVBE participation for each order placed through this contract will vary.

For each order placed through this contract with items marked as “DVBE items”, State departments are able to claim 100% DVBE participation for the DVBE item extended prices (see example below). State departments may confirm with the Contractor the exact percentage amount of DVBE for each individual order.

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DVBE Participation Example:

An ordering agency purchases three (3) contract items (CLIN 74, CLIN 101, and CLIN 1150). Two of the three contract items are marked as “DVBE items”.

DVBE PARTICIPATION EXAMPLE CALCULATION					
CLIN	DVBE Item	Quantity Purchased	State Contract Price	Extended Price	DVBE Participation Amount
74	Yes	5	\$ 23.59	\$ 117.95	\$117.95
101	Yes	1	\$ 24.06	\$ 24.06	\$ 24.06
1150	No	1	\$ 113.58	\$ 113.58	\$ 0.00
Total DVBE Participation Dollars					\$ 142.01

For this order, the total DVBE participation dollars would be \$142.01 (the sum of all DVBE item extended prices).

26. BIDDER DECLARATION

The DGS/PD has assessed the prime contractor and subcontractor certifications and commercially useful function during the solicitation evaluation process. As a result, it is not necessary for State departments operating under purchasing authority to request completion of a Bidder Declaration or document information to this fact in the procurement file when executing transactions pursuant to this contract.

27. AVAILABLE REPORTS

The following reports are available from the Contractor upon written request by an individual ordering agency. Requests should be directed to the Contractor’s Customer Service Unit below:

CUSTOMER SERVICE UNIT INFORMATION	
Contractor:	National Office Solutions
Telephone:	(800) 573-6674
Facsimile:	(800) 573-5351
Email:	customercare@nosi.biz
Website:	www.calnosi.com

A. Post Consumer Recycled Content (PCRC) Usage Report

The Contractor shall provide an electronic Post Consumer Recycled Content (PCRC) Usage Report to ordering agencies and the State Contract Administrator semi-annually, by the last day of January and by the last day of July, upon written request.

The PCRC Usage Report shall show all recycled products purchased, including percentage of post consumer recycled content and the State Agency Buy Recycled Campaign (SABRC) recycle code category. The report shall be listed by item, agency, and agency billing code.

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B. Small Business (SB) / Disabled Veteran Business Enterprise (DVBE) Sales Report

The Contractor shall provide an electronic SB/DVBE Sales Report to ordering agencies and the State Contract Administrator monthly or quarterly upon written request.

The SB/DVBE Sales Report shall detail the California-certified SB/DVBE usage and shall include the following elements.

- Item Description
- Contractor's product stock keeping unit number (SKU)
- SB/DVBE Name
- Manufacturer Name
- Manufacturer Part Number
- Quantity Shipped
- State Contract Price per Unit
- Extended contract price including all discount(s) applied
- Year-to-Date Quantity Shipped
- Year-to-Date Product Value
- Year-to-Date Number of Orders Placed

28. ONLINE ORDERING SYSTEM TRAINING

Training will be ongoing and available through the term of the contract. Ordering agencies can contact the Contractor's Customer Service Unit for additional training options. Types of training available are:

- Online Video Training Tutorials;
- Frequently Asked Questions (FAQs);
- Toll free Customer Service Unit support line

29. ATTACHMENTS

Attachment A – Supplier Performance Report

Attachment B – Post Consumer Recycled Content (PCRC) Certification Workbook (rev 5/12/2011)