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SCOPE:

These User Instructions apply to this contract that covers the two (2) year contract requirements of the State of California and participating local agencies for DESKTOPS AND WORKSTATIONS. This contract contains an option for three (3) one-year extensions. The State and contractor must agree on the terms of the extensions.

A local agency is a city, county, city and county, district, or other local 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 (Public Contract Code 10298).

EXEMPT PURCHASES:

All purchases against this contract shall be exempt from the requirements of Management Memo 03-10. Please refer to Management Memo 05-11 for information regarding the exemption process for this contract. The web site for this information is www.pd.dgs.ca.gov/stratsourcing/ithardwarepcgoods.htm

FUND APPROPRIATION:

The State's obligation to pay is solely from funds appropriated for the acquisition of the products on this contract. If funds are not appropriated for future fiscal years, the contract dollar amount will be reduced accordingly. Receipt of a purchasing authority purchase order under the contract is proof of availability of funds for that order.

MINIMUM ORDER:

The minimum order shall be $200.00 per delivery. State agencies are encouraged to consolidate items to meet the minimum order amount.

Contractors' Web Sites: www.gateway.com/cagov
www.westernblue.com/cagov

Supplier's State Contract Web Site includes the following features:
- State-specific current contract pricing;
- Detailed product line item descriptions; pictures when possible;
- Indicator of product line items that are provided by Small Business or DVBE, when applicable;
  Search engine capabilities (e.g., key word searches);
  Additional links or information may be placed on the screen to access additional product literature,
- Supplier's home page, the history of the company, etc.;
- "Shopping-cart" order creation application including; twenty-four (24) hours a day, seven (7) days a week for ordering products and services;
- Supplier's web site and order creation will serve multiple users at any given time;

The Contractor will extend to the State any promotional, trade-in, or rebate specials as they become available.

The Contractor must provide the authorized purchasers an order receipt acknowledgement within twenty-four (24) hours after receipt of an order provided via e-mail or FAX. The acknowledgement will include:
- Ordering organization name;
- Description of goods and/or related products purchased;
- Order number;
- Total cost.

Upon receipt of order via the acknowledgement, the Contractor shall notify the authorized purchaser if an item is out of stock. The authorized purchaser shall have the option of requesting a back-order, substituting an available product, or canceling the item from the order. Under no circumstance is the Contractor permitted to make unauthorized

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substitutions.

ORDERING PROCEDURE:

State agencies shall submit a Purchasing Authority Purchase Order Standard Form (STD 65) directly to the contractor. Orders can be placed by mail, phone (toll free number), fax (toll free number), or on-line (vendor's State catalog web-site). In all instances, a Std 65, Purchasing Authority Purchase Order must be completed and either sent to the vendor or documented in the purchasing file.

Local Agencies - procedure is same as above, except local agencies will issue their own standard purchase order form directly to the supplier. Local agencies must note their State of California billing code on their purchase order. If a local agency cannot identify or needs a bill code, please refer to the contract web site or contact the Contract Manager.

PRICING:

Prices stated in this agreement are the maximum that may be charged. Price protection covers any decreases between the time of order and the time of shipment. Lower pricing will be passed on to the customer and billed accordingly.

State and local agencies will have to access contract pricing through:

* Contractor's State of California Contract web site;
* State of California, DGS Procurement Division web page: www.pd.dgs.ca.gov/contracts

OR

* The contract price will be the index price multiplied by the percent discount at time of order or confirmation of order, whichever is lower.

Authorized purchasers will not pay any additional costs above those costs provided for in the Contract represented by the pricing pages included in the User Instructions. With respect to particular IT PC Goods and related Services that are the subject of this contract, the price shall be the lesser of the Index Price less Percent Discount or lower price agreed to between authorized purchaser and Contractor as set forth in a Purchase Order. If the Purchase Order sets forth a lower price than the Index Price less discount, then the Purchase Order shall bind the Contractor unless Contractor objects within three (3) business days of Order Acknowledgement. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose. Any price decrease effectuated during the Contract period by reason of market change will be passed on to authorized purchasers by reduction in the applicable Index Prices. This decrease will be effective on the date the price decrease is announced to the general public. If an option in the options list associated with each configuration is purchased (this could require a substitution, addition or deletion of a component), the price of the resulting product will be at most:

* Discounted Price of Common Configuration components + Discounted Price of option components shown on the User Instructions pricing pages.

* If an option that is NOT in the options list associated with each configuration is purchased (this could require substitution, addition or deletion of a component), the price of the resulting Goods will be at most:

    * Discounted Price of Common Configuration components + (Index Price of Option component x (1 - Off-spec Discount for Option component).

* The date of the Index Price to which discounts will be applied to arrive at discounted price will be the Purchase Order date, not the quote date. However, in the event that the Contractor quotes a price for Goods that is lower than the Index Price less discount, the authorized purchaser may submit a Purchase Order that incorporates the lower quoted price, which shall become binding on the Contractor.

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The percent discount off the Index Price for all future common configurations shall be the same as or greater than the percentage discount off Index Price for each of the initial common configurations and options.

Refer to vendor information on Page 2 for any additional discounts. Refer to "Delivery" for information on shipping charges.

CORE PRODUCTS AND UNIT PRICING:

The products, brands, models and features are shown on the PRICING SHEETS either posted to the DGS Procurement Web site AND/OR approved on the Contractor's catalog and ordering web site. All items contained on the Contractor's web site and on-line catalog MUST BE APPROVED by the State's Contract Manager. Contractors are not allowed to add items unilaterally at an agency's request. In no case shall Contractors provide products under this contract that are not approved by the Department of General Services Contract Manager.

OFF SPEC PRICING:

This contract contains provisions for the State to request the inclusion of items not covered within the Common Configurations and Options noted on the User Instructions pricing pages. It is the intent of the State to maintain the use of Common Configurations and Options to the fullest extent possible to realize the standardization and savings under the California Strategic Sourcing Initiative. Therefore, Off-specification items availability and purchase of these items may be added to the contract catalog with the approval of the Department of General Services, Procurement Division, Contract Manager.

SOFTWARE IF NOT AVAILABLE:

This contract does NOT contain software. Departments will be responsible for ordering software subject to their specific purchasing authority via the Software Licensing Program (SLP), California Multiple Award Schedule (CMAS), competitive bid and/or direct from the manufacturer. Please note: the SLP provides volume purchasing agreement pricing for major software publishers including, but not limited to: Adobe, Attachmate, Citrix, Corel, FileMaker, Macromedia, Microsoft Select-Education, Microsoft Select-Government, Novell, and Symantec.

MAINTENANCE:

This contract provides specific Warranty services and option to upgrade with Extended Warranty maintenance services. Following the Warranty period, Departments will be responsible for obtaining maintenance services separately and outside the scope of this agreement using internal resources, competitively bid services, California Multiple Award Schedule (CMAS), and Western States Contracting Alliance (WSCA) subject to their specific purchasing authority. Maintenance for technology goods that were acquired prior to the execution of this contract are also outside the scope of this contract, and may be obtained using the resources stated in the previous sentence.

ADMINISTRATIVE FEE/BILLING:

The Department of General Services (DGS) will bill each State and local agency directly an administrative fee for use of Statewide contracts.

For inquiries regarding the billing code a local agency should use on their purchase orders, please call the contract manager at the number listed or submit a fax to (916) 375-4444.

State and Local government agencies are required to send a copy of the purchase order to:

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DGS - Procurement Division
Attn: Data Entry
PO Box 989052
W. Sacramento, CA 95798-9052

See DGS Price Book at http://www.dgs.ca.gov/publications, select DGS Price Book for current fees.

The administrative fee applies to any finance cost for financed transactions.

DGS Procurement Division will invoice State and local government agencies directly. The DGS administrative fee is:

* Not included in the purchase order.
* Not invoiced by the Contractor.
* Not remitted by the agency before an invoice is received.

When the total of the department purchase order is higher than the total invoiced amount, the department must issue an amendment to the purchase order to lower the total amount or DGS/PD will bill the administrative fee against the original higher total.

BILLING FOR SAVINGS FEE (STATE DEPARTMENTS ONLY):

State Departments will be billed for the California Strategic Sourcing Initiative (CSSI) 10.5% fee due CGI-AMS for the savings portion realized with this strategically sourced contract. The calculation for the 10.5% fee to be billed by DGS is listed below. Use the percent listed in the chart for the item being purchased, and multiply it by the net cost for the item before any taxes, fees, or charges. The resulting amount is the per item fee that State Departments will be billed. The Department of General Services will electronically invoice for this fee.

The Estimator below provides an estimation of the Savings Fee based upon the results of the competitive CSSI bidding process.

SAVINGS FEE ESTIMATOR

Desktops	HP	Gateway	IBM
Standard	3.64%	3.89%	
Power	3.05%	3.87%	
Workstation	1.99%	1.97%	
Notebooks			
Standard		3.63%	4.96%
Power		4.19%	5.04%
Ultra-Lite		5.24%	4.98%
Printers			
Desktop Inkjet Color Printer	10.07%		
Desktop Laser Monochrome Printer	6.18%		
Workgroup Laser Monochrome Printer	11.25%		
High Volume Laser Monochrome Printer	10.73%		
Workgroup Laser Color Printer	4.97%		
Monitors			
17" CRT		5.48%	
19" CRT		0.58%	
21" CRT		1.59%	
17" LCD		5.50%	
19" LCD		3.36%	
21" LCD		1.12%	

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Peripherals	HP
Expansion	2.10%
Memory	1.81%
Network	1.26%
Optical	2.58%
Other	1.20%
Power	1.77%
Projector	1.84%
Scanner	1.08%

SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (SB/DVBE) PARTICIPATION GOALS:

The total amount of each order issued to a certified SB/DVBE applies to each department's participation goal.

At the department's discretion, per Government Code Section 14838.5, a State agency may purchase goods up to $100,000 from a certified small business, including a "microbusiness" or a disabled veteran business enterprise as long as the department obtains price quotations from two or more certified small businesses, including microbusinesses or from two or more disabled veteran business enterprises. All purchases must be for the same brands, models, and configurations listed on the contract User Instructions pricing pages.

SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (SB/DVBE) SUBCONTRACT REPORTING:

Contractors will provide monthly reports showing the authorized purchasers and DGS Agency Billing Code applicable to any SB/DVBE participation related to the orders and deliveries under this agreement. The amount an ordering State department may claim towards achieving its SB/DVBE goals is the applicable portion of the dollar amount that applies to SB or DBVE participation. Agencies are encouraged to request the SB/DVBE participation before executing their respective orders.

DELIVERY:

Authorized purchasers shall receive delivery of goods within thirty (30) calendar days after receipt of order (ARO) unless authorized purchasers and the Contractor(s) agree otherwise and document on the purchase order.

All shipping and handling charges shall be F.O.B. Destination and paid by the Contractor(s). Responsibility and liability for loss or damage shall remain with Contractor(s) as specified by the General Provisions, Information Technology (GSPD401IT). Shipping charges will be included in the discounted unit price of the Goods. No additional charges shall be allowed. Units shall be pre-assembled, with the exception of attaching peripheral devices. All internal cards, modems, etc. shall be installed, along with appropriate drivers. The Contractor(s) shall deliver the Goods by the delivery date specified in the Purchase Order.

An order may be placed requesting multiple scheduled deliveries for any items.

Deliveries are to be made to the location specified on the order. Delivery locations may often be inside a building and may include high-rise office buildings.

Deliveries may be made to locations inside secure institutional grounds that require prior clearances to be made for all delivery drivers.

SUPPLIER IS REQUESTED TO MAKE DELIVERIES IN LOS ANGELES COUNTY, ORANGE COUNTY, SAN BERNARDINO METROPOLITAN AREA, AND SAN DIEGO METROPOLITAN AREA DURING OFF-PEAK HOURS. OFF-PEAK HOURS ARE 10:00 AM TO 4:00 PM.

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SHIPPING INSTRUCTIONS:

A packing label will be on each box shipped and include the following items, visible on the outside of the box, to include the following at a minimum:

Authorized Purchaser;
Address;
Department and floor;
Authorized Purchaser Contact Name;
Authorized Purchaser Telephone number.

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

Line item description;
Quantity ordered;
Quantity included in shipment;
Any back order items and availability date of unfilled and partial shipment;
Unit Price;
Number of parcels;
Purchase Order Number;
Department name and Division or office;
Destination;
All information contained on the packing label.

Note:

In accordance with paragraph 15 of the General Provisions for IT (GSPD 401IT) entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedules as specified in the referenced contract. Failure to comply with the delivery requirements as stated, may be considered a breach of contract and subject the contractor to General Provisions for IT (GSPD 401IT) paragraph 26, entitled "Rights and Remedies of the State for Default" listed below:

INVOICING REQUIREMENTS:

The Contractor will remit each invoice to authorized purchasers in accordance with the State's General Provisions, Information Technology (GSPD-401IT). State sales/use tax is to be added to each invoice at applicable rate. Authorized purchasers may require multiple invoicing per purchase order, as specified by each authorized purchaser. The invoices must use the contractor's letterhead that includes at a minimum the name, address and telephone number of the contractor. The Contractor must also identify at a minimum, the components listed below:

- State's contract number;
- Purchase order number;
- Contractor's Federal Employee Identification Number (FEIN);
- Agency billing code (Not Applicable for local agencies);
- Ordering organization - delivery address of the order;
- Product(s) description;
- Manufacturer's product(s) number(s);
- Price(s) per unit(s);
- Quantities of merchandise issued;
- Extended price;
- Authorized purchaser's order number;
- Date ordered;
- Date delivered;
- Listing of returns;
- Totals - total for each order, total for each cost center (if multiples are used on the same order), and total charges for ordering organization. The bottom of each invoice shall have a total for all line items, a total for all credits, and amount due.

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CAL-Card invoices will be processed separately in accordance with the CAL-Card Program Policies and Procedures.

Invoices shall be billed according to unit of measure and unit price as indicated in the contract. Deviations/substitutions will not be permitted.

State accounting offices must have a copy of the Payee Data Record (Std. 204) to process payment of invoices. Agencies should forward a copy of the Std. 204 to their respective accounting offices(s) to avoid unnecessary processing delays. See attached copy of STD 204.

PAYMENT:

Payment period is "NET 45", unless as stated under the Contractor information.

Payment will be made in accordance with the State's General Provisions, Information Technology (GSPD-401IT) and the California Prompt Payment Act (Government Code section 927 et seq.) Standard payment terms for the State are net 45 days from product delivery or invoice receipt, whichever is later. No payments will be made for goods or services that do not meet agreed upon pricing, quality, or other requirements as specified in the Contract.

Authorized purchasers may pay by check or with CAL-Card. CAL-Card statements are to be processed separately including any applicable discounts. With respect to contracts with authorized purchasers, contractors shall accept the State's card for single purchases under the per transaction limit approved for each authorized purchase.

ONLY CHARGES LISTED IN THE AWARDED CONTRACT SHALL BE APPROVED FOR PAYMENT. NO OTHER FEES CAN BE CHARGED BY THE CONTRACTOR.

IMPORTANT NOTES:

* Certifications are required for information technology procurements that cost $100,000 or more and are in support of a development effort pursuant to SAM sections 4819.41 and 4832. This requirement does not apply to local government agencies. The Desktop Mobile Computing Policy (DMCP) is required for all IT procurements under $100,000.
* Automated Accounting System requirements of SAM Section 7260-62.
* Productive Use Requirements of SAM Section 5203 for information technology products.
* Services may not be paid for in advance (Government Code 11256-11263 and 11019).
* Agencies must adhere to the guidelines in SAM Section 2120 and 2121 for servicing office equipment.
* Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order $5,000 within 10 days of award, including amendments that exceed $5,000. The DFEH Compliance Program may be contacted at (916) 227-2888.
* Consultant report due annually by August 12. Public Contract Code Section 10359 requires State agencies to report their Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
* State Telecommunications Management Manual (STMM) Chapter 0208.0 requirement for agencies to provide the DGS Telecommunications Division a copy of the feasibility study report for information technology projects which also incorporate telecommunications services and equipment.
* State of California, Department of Generals Services, Purchasing Authority Manual (PAM).

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STATE AGENCY CERTIFICATION REQUIREMENT:

This requirement does not apply to local government agencies. For State agencies, a signed certification of compliance with State information technology policies is required for all information technology procurements that cost $100,000 or more and are in support of a development effort.

SAMPLE CERTIFICATION FORMAT:

The required format for the certification is provided in SAM Section 4832 and below.

CERTIFICATION OF COMPLIANCE WITH POLICIES PURSUANT TO
SAM SECTIONS 4819.41 AND 4832

I hereby certify that I am the agency Director or designee; that the matters described herein are in compliance with the criteria and procedures for information technology prescribed in SAM; any acquisitions of new or enhanced information technology capabilities are consistent with project justification approved by Department of Finance, myself, or my designee; and that the foregoing statements are true to the best of my knowledge and belief.

_____ _____
(Date) (Signature and Title - indicate Director or designee)

REPLACEMENT:

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

RETURNS:

Goods delivered to the authorized purchaser that are found to be damaged or in unacceptable condition may, at the discretion of the authorized purchaser, be returned to the Contractor at the Contractor's expense within 60 days of receipt. Credit for returned goods will be made immediately once the Contractor receives the returned Goods.

If goods are returned to a Contractor for failure of performance, the Contractor shall, at the authorized purchaser's discretion, either refund all amounts paid to the Contractor for such goods or replace the goods, and the following will apply:

* Within twenty (20) days of written notification by the authorized purchaser, the Contractor will take delivery of the returned goods;
* All shipping and insurance costs will be borne by the Contractor;
* Contractor will be liable for damages to the goods, unless caused by fault or negligence of the authorized purchaser that occurs during the return process;
* If the goods are returned to the Contractor for any reason other than equipment failure or performance, then the authorized purchaser will be responsible for all costs associated with the preparation of the goods for shipping, and for shipping to the Contractor's nearest service location.
* Contractor(s) will not impose a restocking fee on the State or local agency if an item is returned due to damage, incorrect product shipped, or contractor(s) customer service order entry error.
* Contractor(s) will not impose a restocking fee on authorized purchaser for inventory that is returned, but exchanged for other inventory.
* Re-stocking fees for all other reasons can be no greater than 10% of the value of the items needing re-stocking.

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Contractor shall provide credit and/or replacement for freight-damaged and defective items, as well as for items ordered in error or shipped in error. The Contractor(s) will be responsible for the credit and/or replacement of all products, including those covered by manufacturer warranties. The Contractor(s) cannot require authorized purchasers to deal directly with the manufacturer. In all cases, authorized purchasers shall have the option of taking an exchange or receiving a credit, which shall be completed within sixty (60) days of exercising this option.

WARRANTY:

Warranty shall apply upon completion of the applicable Acceptance Testing provisions. Upon acceptance, warranty will begin retroactive to the date of delivery.

The State may renew On-Site Warranty coverage by issuing a written notification to the bidder for each twelve (12) month period that maintenance services are required after the initial warranty/maintenance period expires. A maximum of three (3), twelve month extensions may be considered, not to extend twelve (12) months beyond the contract expiration date.

During the warranty period, the Contractor must:

* Honor all manufacturers' warranties and guarantees on all products offered through the contract. If the manufacturer offers an on-site warranty, those warranty services must be passed on to the users of this contract.
* Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
* Agree to provide warranty services through the life of the warranty, if the manufacturers' warranty extends beyond the term of 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.
* Pay any Software and Firmware maintenance costs.

On Site 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. On-Site Warranty services also will not include repair of damage resulting from transportation by the authorized purchaser between State or local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of contractor or its agents.

The On Site Warranty services include all Products, Software, and Firmware maintenance costs and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation, and substitute product(s) as necessary. If it is necessary to remove any products from an authorized purchaser's location where On-site warranty is specified, the Contractor(s) will provide substitute product(s) at the time of removal. Substitute product(s) will be comparable to the product(s) removed. In instances where it is necessary for the contractor(s) to return the product(s) to the factory, the contractor(s) will be responsible for all costs of the product(s) from the time it leaves the authorized purchaser's site until it is returned to the site in good operating condition. Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the the Contractor(s). Replacement parts installed will become the property of the authorized purchaser.

ALL OPERATING SYSTEM SOFTWARE AND FIRMWARE WILL BE CONSIDERED AN INTEGRAL COMPONENT OF THE EQUIPMENT AND THE CONTRACTOR WILL RESPOND TO ALL REQUESTS FOR WARRANTY SERVICE FOR ANY FAILURE.

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EQUIPMENT REPLACEMENT DURING WARRANTY:

See REPLACEMENT.

TRADE IN:

Trade-ins are allowed on current hardware (i.e., desktops, notebooks, etc.) as a result of new hardware purchases by the State under the resulting contract.

State Departments and Agencies must get all required internal and DGS approvals prior to using the trade-in option of this contract.

EXTRAORDINARY EXTENSION OPTION:

In the event of an extraordinary circumstance the State may extend the contract for up to an additional year beyond the stated term and any noted extensions. Extensions during this period may occur in increments until the establishment of a new contract (not to exceed one year). Exercise of this option may occur in the event that a replacement contract cannot be established due to the protest of an intent to award, or loss of key procurement staff, or extraordinary circumstance that would otherwise cause an unanticipated disruption in the contracting process.

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. See the code identified above for more information and exceptions to this definition. Information regarding this law is also available at http://www.ciwmb.ca.gov/Electronics/Act2003/. The fees listed below must be shown on ALL purchases.

Initial Electronic Waste Recycling Fee Amount:

Viewable Screen Size (measured diagonally)	Electronic Waste Recycling Fee
Greater than 4 inches and less than 15 inches	$6
Equal to or greater than 15 inches and less than 35 inches	$8
35 inches and larger	$10

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CONTRACTOR REPORTING:

1. Contract Usage Report

The Contractor is required to submit a detailed usage report every month commencing from the date of award to the Procurement Division, Contracts Management Unit, including months when there is no activity. To facilitate collection of administrative fees, Contractors must submit copies of local government agency purchase orders which are to accompany the usage report.

2. Monthly and Quarterly Activity Reports

Contractors are required to provide monthly and quarterly activity reports to facilitate contract management and contract assessment. These reports will assist in providing information on fill rates, item usage, and other areas by agency and order units. The State will monitor contractor performance and their failure to submit completed reports within the time period required may be considered a breach of contract and subject the Contractor to General Provisions 26, Rights and Remedies of State for Default.

Contractors are to mail or fax quarterly reports to the following:

Department of General Services (DGS)
Procurement Division - Commodity Contracts Unit
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

Fax: (916) 375-4613

OR

E-mail reports to the Contract Manager.

GENERAL PROVISIONS:

General Provisions, GSPD-401IT Information Technology, revised and effective 08/16/2004, apply to this contract.