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

State of California

CONTRACT USER INSTRUCTIONS

**** MANDATORY****

CONTRACT NUMBER:	1-17-70-04D, ***Supplement 2***
DESCRIPTION:	Plotters (Canon)
CONTRACTOR:	Ray Morgan Company
CONTRACT TERM:	1/08/2018 through 1/07/2021
STATE CONTRACT ADMINISTRATOR:	Erica Seghesio-Groves (916) 376-3802 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: http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit%2011_27_ITGeneral_Provisions.pdf (GSPD-401IT, rev 09/05/2014)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT/CONTACT INFORMATION		
U.S. Mail	Order Placement	Contactor Contract Manager
Ray Morgan Company 1580 Vineyard Road Roseville, CA 95678	Phone: (866) 754-7677 Fax: (530) 781-1549 Email: State@raymorgan.com	Contact: Dave Perez Phone: (916) 577-1665 Fax: (530) 781-1055 Email: dperez@raymorgan.com
Contractor Website: state.raymorgan.com		

Signature on File

Erica Seghesio-Groves, Contract Administrator

Date: ***6/20/2018***

Contract (Mandatory) 1-17-70-04D, *Supplement 2*

Contract User Instructions

All changes to most recent Supplement are in *bold red italic*.

SUMMARY OF CHANGES		
Supplement No.	**Description/Articles**	**Supplement Date**
2	***Subject contract for Plotters is hereby modified to reflect the following changes:*** • ***Attachment A - Contract Pricing, Attachment B – Technical Specifications, and Attachment C – Data Sheets, have been revised due to technology refresh on the following Categories: 44" Plotter and 44" MFP Plotter.*** • ***Article 2, Contract Usage/Rules, Section B, removed local agency requirement to obtain a DGS agency billing code.*** • ***Article 4, SB/DVBE OFF-RAMP PROVISION, revised language for FI$Cal POs on identifying Off-Ramp provisions.***	***6/20/2018***
1	Subject contract for Plotters is hereby modified to reflect the following changes: • Article 45, Small Business/Disabled Veteran Business Enterprise Participation. Added Digital Copier Solutions.	3/01/2018

All other terms and conditions remain the same.

Contract (Mandatory) 1-17-70-04D, *Supplement 2*

Contract User Instructions

1. SCOPE

The State's contract with Ray Morgan Company (Contractor) provides Plotters at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-17-70-04D. 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 Plotters to the State.

The contract term is for three (3) years and includes two (2) one-year extension options 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.
- 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 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/Programs/Delegated.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 agencies and have no authority to amend, modify or change any condition of the contract.
- ***DGS agency billing codes are not required for local government agencies.***

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

3. DGS ADMINISTRATIVE FEES

A. State Departments

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

Current fees are available online in the Price Book & Directory of Services located at: http://www.dgs.ca.gov/ofs/home.aspx (Go to Price Book 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% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the 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.

4. SB/DVBE OFF-RAMP PROVISION

The Plotter Statewide Contract 1-17-70-04D is **mandatory** for use by all State of California departments except when the "SB/DVBE Off-Ramp" provision is utilized. The SB/DVBE Off-Ramp provision allows a State department to, at its option, purchase contract items from a certified Small Business (SB), including a "microbusiness" (MB), or a Disabled Veteran Business Enterprise (DVBE) in accordance with the rules outlined within this document.

Note: The rules outlined herein are exclusive to the Plotter Statewide Contract 1-17-70-04D and do not affect any other contract. Departments may not use the SB/DVBE Off-Ramp provision to buy outside of the mandatory statewide contract if the rules cannot be applied. In these situations, the purchase must be made through the mandatory statewide contract. Approval by the State Contract Administrator is not required for DB/DVBE Off-Ramp purchases.

A. SB/DVBE Off-Ramp Provision Usage Rules

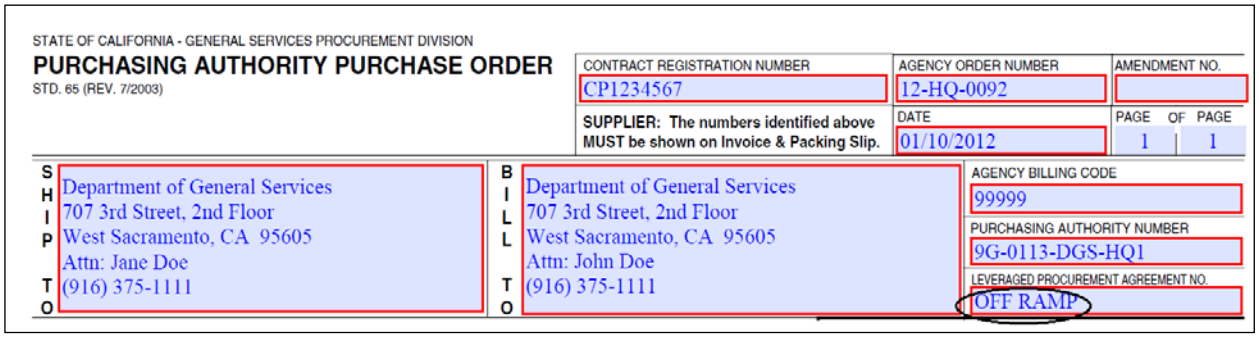
In order to utilize the SB/DVBE Off-Ramp provision, departments must comply with the following usage rules:

Requirement	Description / Procedure
Purchasing Authority	Departments must have the appropriate purchasing authority granted by DGS/PD in order to utilize the SB/DVBE Off-Ramp provision 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, MB, or DVBE certification. State departments can verify certifications at the following website: www.caleprocure.ca.gov

Contract (Mandatory) 1-17-70-04D, *Supplement 2*

Contract User Instructions

Requirement	Description / Procedure
Price Quotations	Departments must obtain price quotations from California-certified SB, MB, or DVBE supplier(s) as follows: ➢ For purchases greater than $0 and less than $5,000, departments must obtain at least **one (1)** phone quote or written quote, when a single source is fair and reasonable. ➢ For purchases greater than $5,000 and under $250,000, departments must obtain at least **two (2)** price quotations. Refer to SCM Volume 3, Chap.4, Topic 7. Note: Quotes must be obtained from suppliers of the same certification type (SB/MB, or DVBE).
Evaluation	State departments must document in the procurement file that the products being purchased are: 1) *The same brand and model* as the products available from the statewide contract including product description, functional requirements, and manufacturer warranties as provided in the statewide contract; and 2) *Equal to or less expensive* than the pricing offered from the statewide contract for the equivalent products based on the total order value before taxes.
Identifying Off-Ramp purchases	Departments electing to exercise the Off- Ramp provision by conducting a SB/DVBE Option, must identify use of the Off Ramp provision as follows: ***FI$CAL Purchase Orders*** ***Select the appropriate acquisition method (SB or DVBE Option – COMPETITIVE). Do not select a LPA Contract ID. In the PO Reference field, enter "OFF RAMP" and the LPA contract number the SB/DVBE Option is replacing.*** **STD. 65 Purchasing Authority Purchase Orders** On the STD. 65, enter "OFF RAMP" in the box titled "Leveraged Procurement Agreement No." as shown in the example below.


STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION
PURCHASING AUTHORITY PURCHASE ORDER
STD. 65 (REV. 7/2003)

CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER	AMENDMENT NO.
CP1234567	12-HQ-0092	
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE 01/10/2012	PAGE 1 OF PAGE 1

SHIP TO: Department of General Services, 707 3rd Street, 2nd Floor, West Sacramento, CA 95605, Attn: Jane Doe, (916) 375-1111

BILL TO: Department of General Services, 707 3rd Street, 2nd Floor, West Sacramento, CA 95605, Attn: John Doe, (916) 375-1111

AGENCY BILLING CODE: 99999
PURCHASING AUTHORITY NUMBER: 9G-0113-DGS-HQ1
LEVERAGED PROCUREMENT AGREEMENT NO.: OFF RAMP

B. Off-Ramp Documentation

Requirement	Description/Procedure
Off-Ramp Documentation	The procurement file must be documented to support the contract award and the action taken including the following documents: • Copy of Statewide Contract User Instructions in support of executing a SB/DVBE purchase outside of the mandatory contact. • Statewide contract pricing sheet, highlighting the equivalent products being purchased and used for evaluation. • SB, MB, or DVBE price quotes obtained. • SB, MB, or DVBE certification verification. Refer to SCM Volume 3 for additional documentation requirements.

5. EXEMPT PURCHASES

State of California departments must obtain an approved exemption from the State Contract Administrator prior to purchasing Plotters outside of the mandatory contract for Plotters.

Please refer to http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts/exemptionprocess.aspx 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 3.

6. PROBLEM RESOLUTION/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 via email or facsimile to the State Contract Administrator identified in Article 30 (Contract Administration). The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

7. CONTRACT ITEMS

A. Core Items

Core contract items include standard device, warranty option, value added services, consumables, upgrade options and accessories, and additional software products.

Consumables

- Purchase of Consumables is non-mandatory.
- Consumables may also be purchased using contracts 1-14-75-60A – Toner/Ink Cartridges – New, and 1-15-75-61 – Toner/Ink Cartridges – Remanufactured.
- Pricing for the Consumables is detailed in Attachment A, Contract Pricing.

B. Non-Core Items

Plotters not listed in in Attachment A, Contract Pricing are available as Non-Core contract items but must meet the following requirements:

- Must be offered in Contractor's catalog
- Must be by the same OEM as the Core Plotters
- Must meet or exceed the minimum requirements and be categorized in the same Core Plotter group as specified in Attachment B, Technical Specifications
- Must be offered at the same discounts offered in each Core Plotter group
- Must be approved by State Contract Administrator prior to order execution

Upgrade options and accessories, and additional software products for Non-Core Plotters are offered as a Core item if available in Attachment A, Contract Pricing, or will be offered as a Non-Core item at the same Core discounts offered for upgrade options and accessories and additional software products, respectively.

Value Added Services for Non-Core Plotters shall be offered at the Core contract prices listed in Attachment A, Contract Pricing in the corresponding category of the Non-Core machine being purchased.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, as well as any Non-Core Plotters purchased, must conform to Attachment B, Technical Specifications.

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 7:00 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; and
- Are designated for training and general customer service follow-up.

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

Contact	Phone	Email
Service and Supplies Unit	(866) 754-7677	Service@raymorgan.com Supplies@raymorgan.com
Danny Moore, CSR Manager	(530) 801-6867	dmoore@raymorgan.com

10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

An Electronic Catalog/Contract Website specific to the Statewide Contract for Plotters is available and contains the following data elements at minimum:

- Detailed line item descriptions of Plotters, including warranty options, value added services, consumables, upgrade options and accessories, and additional software products;
- Warranty/PPM information;
- State-specific contract current pricing;
- SB/DVBE participation information;
- Contractor's customer service contact information

11. QUOTE FORMAT

The Contractor shall provide a quote for Non-Core items to ordering agencies in MS Excel format. Quotes for Non-Core items require written authorization of the State Contract Administrator before purchase order execution.

Upon request the Contractor shall provide a quote for Core items to ordering agencies in MS Excel spreadsheet format.

Quotes shall contain at minimum the following information:

- 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
- Core or Non-Core
- Quantity
- Description of Item
- Manufacturer's Part Number/SKU
- MSRP/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

Note that "Items with "N" in Core/Non-Core Column require approval by the State Contract Administrator prior to purchase.

12. ELECTRONIC WASTE RECYCLING FEE

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 http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6 for a breakdown of the current fees.

13. PRODUCT SUBSTITUTIONS

Products and configurations meeting or exceeding the specification 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 extension(s), including upon approved substitution.

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

14. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer State and local agency purchasers 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.

LOWER THAN CONTRACT PRICE OFFER

In the event the Contractor offers a one-time price that is lower than the State contract price, the ordering agency may execute a purchase document that incorporates the lower offered price, which shall be binding to the Contractor.

15. STATE AGENCY INFORMATION TECHNOLOGY CERTFICATION REQUIREMENT

This requirement does not apply to local government agencies.

Per SAM Section 4819.41, State agencies shall have a signed certification of compliance with State IT policies for all information technology acquisitions that exceed $5,000 (some exclusions apply, see policy for details). The required certification form is provided in SIMM Section 71B and State agencies shall adhere to the preparation instructions provided in SIMM Section 71A.

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: http://www.dgs.ca.gov/pd/Forms.aspx (select Standard Forms).

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

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Contract Line Item Number (CLIN)
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price (State Contract 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 orders against this statewide contract is not allowed.

A. 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 is used by State departments only).

17. MINIMUM ORDER

The minimum order is one (1) Plotter; however ordering agencies may purchase warranty options, value added services (VAS), consumables, upgrade options and accessories, and additional software products, separately for a Plotter that was purchased against the contract.

18. ORDERING PROCEDURE

A. Ordering Methods:

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	**Facsimile**	**Email**
Ray Morgan Company 1580 Vineyard Road Roseville, CA 95678	(530) 781-1549	State@raymorgan.com

Note: 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 State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without State Contract Administrator approval of Non-Core items;
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor shall not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the State Contract Administrator.

20. ORDER ACKNOWLEDGEMENT

The Contractor will provide ordering agencies with an order acknowledgement, via e-mail or facsimile, within one (1) business day after receipt of purchase document. The order acknowledgement 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
- Identidication of any Out of Stock/Discountinued items

21. OUT OF STOCK REMEDY

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

- Request back order; or
- Cancel the item from the order with no penalty.

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 order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item per Article 13, Product Substitutions; or
- 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 is not limited to, inside buildings, high-rise office buildings, and receiving docks.

Locations that require Plotters to be delivered via stairwell may be charged a fee at the amount listed in Attachment A, Contract Pricing.

B. Schedule

Delivery of ordered product shall be completed in full within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency. 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 twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the order.

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.

C. Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. The Contractor will be responsible for contacting the secure location for security clearance 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 institutional 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 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.

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

Packing requirements shall be in accordance with the General Provisions, paragraph 12 entitled Packing and Shipment.

Any back ordered or out of stock items shall be identified on the packing sheet as well as the availability date of unfilled and partial shipment.

A packing label shall 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

27. HAZARDOUS MATERIALS DOCUMENTATION

For products that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, Section 339, the Contractor must provide a Safety Data Sheet (SDS), via facsimile or email, to the ordering agency upon written request.

28. INSTALLATION

Installation is available on the contract as a Value Added Service as listed in Attachment A, Contract Pricing.

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 (if applicable) 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.

29. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the General Provisions, paragraph 16 entitled Inspection, Acceptance and Rejection State.

30. 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** (State Contract Administrator)	**Ray Morgan Company** (Contractor)
Contact Name:	Erica Seghesio-Groves	Dave Perez
Telephone:	(916) 376-3802	(916) 577-1665
Facsimile:	(916) 375-4613	(530) 781-1054
Email:	Erica.Seghesiogroves@dgs.ca.gov	dperez@raymorgan.com
Address:	DGS/Procurement Division Attn: Erica Seghesio-Groves 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	Ray Morgan Company Attn: Dave Perez 1580 Vineyard Road Roseville, CA 95678

31. RETURN POLICY

Contractor will accept all products for return to the ordering agency within thirty (30) calendar days of delivery for credit or refund. Contractor may impose a Restocking Fee per Article 33, Restocking Fees.

Note: 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 ten (10) percent Restocking Fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering department(s) 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.

32. CREDIT POLICY

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

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

In all cases, the ordering agency shall have the option of taking an exchange or 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. Contractor cannot require the ordering agency to deal directly with the manufacturer.

33. 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

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

The packaging and documentation provisions of Article 31, Return Policy, shall apply to re-stocked items. The Contractor will not be required to accept returns more than thirty (30) days after delivery. If Contractor chooses to accept a return after thirty (30) days, the State will be responsible for return transportation costs to the Contractor.

34. PRODUCT RECALL PROCEDURES

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each applicable 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 ordering agency. 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.

35. INVOICING

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

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

36. PAYMENT

A. Terms

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

B. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Article 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 departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volumes,1, 2, and 3. 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

The State reserves 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 Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

D. 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 for copies of the Payee Data Record.

37. CAL-CARD INVOICING

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

For additional information regarding DGS/PD’s CAL-Card program, see the following website: http://www.dgs.ca.gov/pd/Programs/CALCard.aspx

38. 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 #
Ray Morgan Company	29-049188

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

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

40. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees for a period of three (3) years from the date of acceptance on all products offered as part of this contract. The Contractor shall bear all material and labor costs for repair of equipment defects and failure. The Contractor shall be the main point of contact for all warranty issues and shall facilitate any necessary contact between the ordering agency and the manufacturer.

During the warranty period, the Contractor must:

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

The warranty services listed shall include all products, software and firmware maintenance costs and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute 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 will provide substitute products at the time of removal. Substitute products will be comparable to or better than the products removed. In instances where it is necessary for the Contractor to return the products to the factory, the Contractor will be responsible for all costs of the products from the time it leaves the authorized purchaser's site until it is returned to the site in good operating condition. Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the Contractor except in instances where the State chooses to keep the hard drives. Replacement parts installed will become the property of the authorized purchaser.

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

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

41. QUALITY ASSURANCE GUARANTEES

The Contractor shall represent and warrant that Plotter 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.

42. EQUIPMENT REPLACEMENT DURING WARRANTY

If a product 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 will upon the authorized purchaser's request, replace the product at no cost. The replacement product will be delivered no later than fifteen (15) working days after the authorized purchaser's request is received by the Contractor. Replacement goods cannot be used, refurbished or recycled, and must be of equal or greater value.

43. PRINCIPAL PERIOD OF MAINTENANCE

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

- Metropolitan Areas shall be 8x5x8 NBD onsite – Eight (8) hours, typically 8:00 am to 5:00 pm, Pacific Time, five (5) days a week, Monday through Friday, eight (8) hour NBD onsite response time in metropolitan areas, excluding State holidays.
- Non-Metropolitan Areas shall be 8x5x2 (two (2) hour call back response time, excluding State holidays.) Remediation shall be underway within 48 hours.

Metropolitan Areas

Counties

Counties

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

Cities

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

44. RECYCLED CONTENT

There is no recycled content associated with this contract.

45. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The small business (SB) and 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 #	Certifcation Type
Choice Technical Services	Subcontractor	22893	SB/DVBE
Digital Copier Solutions	Subcontractor	50395	SB

State departments must identify subcontractors on individual purchase documents whenever subcontractors have been identified.

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

Any irregularities or concerns regarding prime or SB/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
- Department contact name, email, and phone number

Departments may request from the Contractor a monthly report providing the SB/DVBE participation levels on purchase orders.

46. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

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

47. TRADE-IN PROGRAM

There is no Trade-In program offered under this contract.

48. TAKE BACK/DISPOSAL OF EQUIPMENT

This contract offers a Take Back service for Plotter equipment, including other OEM equipment.

It is mandatory that the Bidder offers this program, however it is not mandatory that the ordering agency use this program.

The equipment returned as part of the Take Back service shall be environmentally responsibly managed. To the greatest extent feasible, the equipment is to be refurbished for resale or recycled.

Before any Take Back can occur, ordering agencies must obtain approval for discarding their IT equipment from the DGS Surplus Property and Reutilization Program. In accordance with the State Administrative Manual (SAM), Chapter 5900, Information Technology-Disposal of IT Equipment, each agency must explore the reutilization of surplus IT equipment prior to requesting approval for recycling or attempting to use the equipment as a credit toward the purchase of new equipment. Additionally, each agency must also be in compliance with management memo 17-06, E-Waste Disposal (dated 11-27-2017).

The State reserves the right to remove and retain data storage media, including but not limited to any hard disk drives in the equipment, prior to Take Back. If Contractor is authorized to provide Media (Hard Disc) Disposal Services per SAM 5365.3/NIST SP800-88 (latest revision), they shall perform this as a Value Added Service per Attachment 1, Contract Pricing. If Contractor is not authorized, it is the responsibility of the ordering agency to remove the hard drive and ensure they meet the requirements for media disposal as identified in the State Administrative Manual (SAM), Media Disposal Section 5365.3.

Ordering agencies can coordinate Plotter Take Back with:

Contractor Machine Take Back Contact		
Contact Name	**Phone**	**Email**
Ray Morgan Company 1580 Vineyard Road Roseville, CA 95678	(866) 754-7677	State@raymorgan.com

49. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Technical Specifications
Attachment C – Data Sheets