



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

State of California CONTRACT USER INSTRUCTIONS

****MANDATORY****

Incorporates Supplement 1-17

CONTRACT NUMBER:	1-13-70-18 - <i>Supplement 17</i>
DESCRIPTION:	Target Based De-Duplication (<i>NetApp</i>)
CONTRACTOR(S):	NetApp, Inc.
CONTRACT TERM:	07/19/2013 through 07/18/2019
STATE CONTRACT ADMINISTRATOR:	Eileen Tardiff 916-375-4463 eileen.tardiff@dgs.ca.gov

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

http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit%2011_27_ITGeneral_Provisions.pdf

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		NetApp, Inc.
U.S. Mail	Contact	Contractor Contract Manager
NetApp, Inc. Attn: Shakera Sims / Guillermo Ayala 7301 Kit Creek Rd Research Triangle Park, NC 27709	NetApp, Inc. 1921 Gallows Rd., Suite 600 Vienna, VA 22182 Contact: Ron van Asperen Phone: (214) 701-9997 ron.vanasperen@netapp.com SLED_Quotes@netapp.com	NetApp, Inc. 1921 Gallows Rod., Suite 600 Vienna, VA 22182 Contact: Wendy Goodman Phone: (919) 476-5828 Fax: (703) 918-7301 Wendy.goodman@netapp.com
Contractor Website: http://www.netapp.com/us/how-to-buy/california.aspx OEM Catalog URL: https://www.netapp.com/us/media/ca-dgs-netapp-price-list.pdf		

_____ <signature on file> _____
Eileen Tardiff, Contract Administrator

Date: ***July 12, 2018***

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

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
<i>17</i>	<i>Subject contract is hereby modified to reflect the following changes:</i> ➤ <i>Page 18: Subcontractors added</i>	<i>7/12/18</i>
16	Subject contract is hereby modified to reflect the following changes: ➤ Contract extended ➤ Front Page: Add catalog link ➤ Page 3: CDT approval update ➤ Page 3: Local billing code update ➤ Page 5: Off-ramp language update ➤ Object Array Storage is within scope of this contract. It can be purchased under the NAS discount structure.	6/1/18
15	Subject contract is hereby modified to reflect the following changes: ➤ New Catalog Price List	4/3/18
14	Subject contract is hereby modified to reflect the following changes: ➤ New Catalog Price List	5/25/17
13	Subject contract is hereby modified to reflect the following changes: ➤ Page 8: \$0.00 items do not require validation against the price workbook. ➤ Page 8: Cloud compatible <u>equipment</u> is available for purchase from this contract.	5/5/17
12	Subject contract is hereby modified to reflect the following changes: ➤ Contract Administrator change ➤ Entire document updated with current information ➤ Contract extended	4/26/17
11	Subject contract is hereby modified to reflect the following changes: ➤ See Article 49. Attachments - Products and Pricing refresh with newer technology products to continue support within the contract terms.	3/23/2017
10	Subject contract is hereby modified to reflect the following changes: ➤ See Article 10. Customer Service Contact - Richard Patterson ➤ Phone: (210) 317-0600; Richard.Patterson@NetApp.com ➤ See Article 6. NetApp (Contractor)	9/8/2016
9	Subject contract is hereby modified to reflect the following changes: ➤ NetApp is replacing Heritage Global Solutions (DVBE) with DVBE Technology Group as their DVBE provider a 3.2% DVBE commitment. ➤ See Article 47. SUBCONTRACTOR INFORMATION	6/15/2016
8	Subject contract is hereby modified to reflect the following changes: ➤ The DGS is retracting its previous decision for not allowing customers to use this contract to procure All Flash Arrays (AFA). See Supplement No. 6 dated 12/10/2016 item number one (1). ➤ To meet the States needs DGS is allowing AFA to be procured via this contract. ➤ DGS has posted on Fiscal NetApp's updated product price list dated March 29, 2016.	4/8/2016
7	Subject contract is hereby modified to reflect the following changes: ➤ ORDER PLACEMENT INFORMATION	2/9/2016

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SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
6	<p>Subject contract is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ All Flash Arrays (AFA) is deemed out of scope and is not allowed to be purchased via this contract. ➤ Cloud Services is deemed out of scope and is not allowed to be purchased via this contract. ➤ Converged Infrastructure is deemed out of scope and is not allowed to be purchased via this contract. ➤ See Corrected product and price pages dated 12/10/2015. 	12/10/2015
5	<p>Subject contract is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Product and price refresh for unified scale-out storage (SAN and NAS workloads). New technology replacing older technology. ➤ NOTE: "SAN" was inadvertently left out of supplement No. 4. ➤ See page 5 to view the new DGS Billing Code Contacts: Kimberley Carey or Kao Yang 	9/4/15
4	<p>Subject contract is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Product and Price refresh refreshes with NAS products running with newer technology and flushed out storage system series with older technology. ➤ The added products in the refresh list provide products to continue their support within the contract terms. 	7/15/2015
3	<p>Subject contract is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ The State has assigned a new Dion Campos the contract administrator as the single point of contact for problem resolution and related contract issues. ➤ Contractor agreed to provide the additional services named on the Subcontractor Task Allowance Table: <ul style="list-style-type: none"> • Attachment 9 - Subcontractor Task Allowance Table 	3/20/2015
2	<p>Subject contract is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Article 8, Contract Items, has been updated. 	07/14/2014
1	<p>Subject contract is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Article 4.C, SB/DVBE Off-ramp Reporting Requirements, has been deleted. ➤ Article 50 – Attachments: Attachment E - SB/DVBE Off-ramp Spend Quarterly Report has been deleted. 	05/01/2014

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1. SCOPE

The State's contract with NetApp, Inc. (Contractor) provides Target Based De-Duplication at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of contract number 1-13-70-18. 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 Target Based De-Duplication to the State.

The contract term is for four (4) years with an option to extend the contract for two (2) additional one (1) year periods 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/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 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.
- California Department of Technology (CDT) requires Cloud services whenever feasible. State Departments are required to receive CDT exemption approval for any purchase from this contract. Please refer to SIMM Section 18, IT Exemptions. You can find this at <https://cdt.ca.gov/policy/simm/>

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.
- Local governmental agencies do not require a billing code.

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 or local governmental agencies shall be identified within each article.

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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/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 to 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 Target Based De-Duplication Statewide Contract 1-13-70-18 is **mandatory** for use by all State agencies except when the “SB/DVBE Off-Ramp” provision is utilized. The SB/DVBE Off-Ramp provision allows the State to, at its option, purchase contract items from a California 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 Target Based De-Duplication Statewide Contract 1-13-70-18 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.

A. SB/DVBE Off-Ramp Provision Usage Rules

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

Requirement	Description / Procedure
Purchasing Authority	Departments must have approved Purchasing Authority Category for SB/DVBE Option per GC section 14838.5(a) granted by the DGS/PD in order to utilize the SB/DVBE Off-Ramp provision as identified within the statewide contract.
Transaction Limits	Transactions must be less than \$250,000 excluding sales and use tax, finance charges, postage, and handling charges.
Supplier Certifications	SB/DVBE Offramp purchases must be made to a supplier with a current California SB or DVBE certification. State departments can verify certifications at the following website: www.caleprocure.ca.gov

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Requirement		Description / Procedure
Price Quotations		<p>Departments must obtain price quotations from California-certified SB, MB, or DVBE supplier(s) as follows:</p> <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. Refer to SCM Volume 3, Chap.4. <p>Note: Quotes must be obtained from suppliers of the same certification type (SB or DVBE).</p>
Evaluation		<p>State departments must document in the procurement file that the products being purchased are:</p> <ol style="list-style-type: none"> 1) <u>The same brand and model</u> as the products available from the statewide contract including product description, functional requirements, and manufacturer warranties as provided in the statewide contract; <u>and</u> 2) <u>Equal to or less expensive</u> than the pricing offered from the statewide contract for the equivalent products based on the total order value before taxes.
Identifying Off Ramp purchases	FI\$CAL purchase orders	<p>Department electing to exercise the Off Ramp provision by conducting a SB/DVBE Option <u>and</u> issuing a purchase order from FI\$CAL (not the STD. 65), users should select the appropriate acquisition method (off ramp options) and then in the Purchase Order Reference field or Contract Reference field the user should enter "Off Ramp" <u>and</u> the contract number information. If these fields are not available, user shall enter the information in the Notes field.</p>
	STD. 65 purchase orders (for non-FI\$CAL users)	<p>Departments electing to exercise the Off Ramp provision by conducting a SB/DVBE Option purchase <u>must</u>, when executing the resulting STD. 65 purchase document, enter "OFF RAMP" in the box titled "Leveraged Procurement Agreement No.".</p> <p>Refer to the following example for identifying Off Ramp purchases on the STD. 65.</p>

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION		
PURCHASING AUTHORITY PURCHASE ORDER		
STD. 65 (REV. 7/2003)		
S H I P T O Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: Jane Doe (916) 375-1111	B I L L T O Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: John Doe (916) 375-1111	CONTRACT REGISTRATION NUMBER CPI234567 AGENCY ORDER NUMBER 12-HQ-0092 AMENDMENT NO. SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip. DATE 01/10/2012 PAGE OF PAGE 1 1 AGENCY BILLING CODE 99999 PURCHASING AUTHORITY NUMBER 9G-0113-DGS-HQ1 LEVERAGED PROCUREMENT AGREEMENT NO. OFF RAMP

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B. Off Ramp Documentation

Requirement	Description / Procedure
Off-Ramp Documentation	<p>The procurement file must be documented to support the contract award and the action taken including the following documents:</p> <ul style="list-style-type: none"> • Copy of Statewide Contract User Instructions in support of executing a SB/DVBE purchase outside of the mandatory contract. • Statewide contract pricing sheet, highlighting the equivalent products being purchased and used for evaluation. • SB or DVBE price quotes obtained. • SB or DVBE certification verification. <p>Refer to SCM Volume 3 for additional documentation requirements.</p>

5. EXEMPT PURCHASES

To purchase Target Based De-Duplication equipment other than that offered on this contract or contract number 1-13-70-18 requires an approved exemption from the DGS/PD CA. 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.

6. 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)	NetApp (Contractor)
Contact Name:	Eileen Tardiff	Wendy Goodman
Telephone:	(916) 375-4463	(919) 476-5828
Facsimile:	(916) 375-4613	(703) 918-7301
Email:	eileen.tardiff@dgs.ca.gov	Wendy.Goodman@NetApp.com
Address:	DGS/Procurement Division Attn: Eileen Tardiff 707 Third Street, 2 nd Floor, MS 222 West Sacramento, CA 95605	NetApp, Inc. Attn: Wendy Goodman 1921 Gallows Rd., Ste. 600 Vienna, VA 22182

7. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

A. Problem Resolution

For problem resolution and supplier performance issues, ordering agencies should first contact the Contractor's Contract Manager identified in Article 6, Contract Administration. If difficulties continue or issues are unresolved after five (5) working days of initial contact, ordering agencies may notify the DGS/PD CA identified in Article 6, Contract Administration for resolution.

B. Supplier Performance

For Contractor performance issues, ordering agencies must submit a completed Attachment D, [Supplier Performance Report](#), via email or facsimile to the DGS/PD CA identified in Article 6, Contract Administration. The ordering agency must include all relevant order information and/or documentation (e.g., purchase documents).

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8. CONTRACT ITEMS

Only products meeting or exceeding the specifications of Attachment B, Mandatory Technical Requirements, within the scope of the Target Based De-Duplication contract may be purchased under this contract. Items meeting or exceeding the specifications may be quoted by the Contractor and require approval by the DGS/PD CA. The base criteria to consider are:

- All items are directly related to Target Based De-Duplication.
- The discounts and the List Price from the OEM's most current publically available Index meet the contract discount for that type of item.
- \$0.00 items do not require validation against the price workbook.
- Cloud compatible equipment is available for purchase from this contract.
- Items do not conflict with any other mandatory statewide commodities contract.

Note: Department business needs determine the deployment of equipment; DGS/PD does not mandate the manner in which equipment is to be employed.

All items must be offered at the same core discount appropriate for the product type: Hardware, Software, Hardware Maintenance, Software Maintenance, Installation, and Technical Services. Offers may be offered at a greater discount than the contract discount. Offers at a lesser discount will not be considered.

Target Based De-Duplication Contract Discount Group	Contract Discount
Hardware	54%
Software	35%
Hardware Maintenance	81%
Software Maintenance	81%
Installation	81%
Technical Services	25%

Products outside the scope of Target Based De-Duplication may not be purchased from this contract. State departments may request an Exemption and these requests require approval by the DGS/PD CA. Refer to Article 5, Exempt Purchases.

Technical Services and Statements of Work

Contractor shall provide the Technical Services listed in Attachment A, Contract Pricing, related to Target Based De-Duplication as specified by Attachment B1, Technical Services. A statement of work (SOW) is required when Technical Services are ordered. The SOW must be created by the ordering agency and submitted to the DGS/PD CA for approval prior to executing and releasing the purchase order to the Contractor.

- Cloud Services is deemed out of scope and is not allowed to be purchased via this contract.
- Converged Infrastructure is deemed out of scope and is not allowed to be purchased via this contract.

9. SPECIFICATIONS

All products purchased must conform to Attachment B, Mandatory Technical Requirements.

10. CUSTOMER SERVICE

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

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- 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.

Customer Service Contact	Phone	Email
Ron van Asperen	(214) 701-9997	Ron.vanAsperen@NetApp.com

11. CONTRACT WEBSITE CONTENTS

A contract website specific to the Statewide Contract for Target Based De-Duplication is available and contains the following data elements at minimum:

- Detailed line item descriptions of Target Based De-Duplication hardware, software, and technical services;
- Warranty/Maintenance information
- State-specific contract current pricing;
- SB/DVBE participation information

12. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)

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

13. OFFER FORMAT

The Contractor shall provide an offer to ordering agencies in MS Excel spreadsheet format. Purchase of items may not take place without the written authorization of the DGS/PD CA. The authorization process requires submission of the Contractor’s offer format spreadsheet showing company letterhead which must include the following data elements:

- Contractor letterhead
- Offer/Quote “prepared by” name and contact information
- Offer/Quote number & Date
- Date of the OEM’s publically available price index (MSRP/MSIP)
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date
- Table consisting of:
 - Description of Item
 - Quantity
 - 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 contract terms require approval by the DGS/PD CA prior to purchase.

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14. 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.

15. PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS

Products and configurations meeting or exceeding the contract requirements shall be available throughout the duration of the contract term. The contract provides for technology refresh as models are discontinued or cease production.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extensions.

16. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer State and local governmental agency purchasers the promotional pricing or the discount percentage off list, per RFP DGS 1002-023 Section 6.7.1, Pricing, whichever is lower. The Contractor shall notify the DGS/PD CA of all promotional pricing changes. Notification shall include at a minimum:

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

17. STATE AGENCY INFORMATION TECHNOLOGY 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. The required format for the certification is provided in the SAM Section 4832 and policy is set forth by the State Office of the Chief Information Officer (OCIO), www.cio.ca.gov.

18. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

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

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

Buyers must include product and service line item descriptions and prices. Bundled configurations with a total price are not acceptable.

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Example of incorrect listing:

Item	QTY	Unit	Description	Unit Price	Extension Total
201	1	Each	Computer equipment	\$3,000.00	\$3,000.00

A DGS/PD approved offer must accompany all Purchasing Authority Purchase Orders (STD 65) released to the Contractor. All Purchasing Authority Purchase Orders (STD 65) must contain the following elements at a minimum:

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

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Subcontractor Identification

Note: State departments must identify subcontractors on individual purchase documents whenever subcontractors have been identified. Refer to SCM Volume 2 & 3, Chapter 3. Info Blocks 3.5.7 (SCM 2) and 3.4.7 (SCM 3) entitled "Bidder Declaration". Click on the *Bidder Declaration Narrative* for further information.

4) 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. As a result, 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.

5) 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).

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19. MINIMUM ORDER

There is no minimum order on this contract.

20. 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
NetApp, Inc. Attn: Shakera Sims / Guillermo Ayala 7301 Kit Creek Rd Research Triangle Park, NC 27709	(919) 476-5933	SLED_Quotes@netapp.com

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

21. 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 DGS/PD CA approval;
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the DGS/PD CA.

22. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an order receipt confirmation, via e-mail or facsimile, within one (1) business day of receipt of purchase document. The Order Receipt Confirmation 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

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23. 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.

24. 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 15, Product Substitutions/Discontinued Items)
- Cancel the item from the order.

Under no circumstance is the Contractor permitted to make substitutions with unauthorized products without approval from the DGS/PD CA.

25. DELIVERY SCHEDULES

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

A. Locations

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

B. Schedule

Delivery of ordered product shall be completed in full within thirty (30) calendar days after receipt of an order (ARO). 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 Receipt Confirmation.

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. 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.

Departments with these security requirements must note them on the Purchasing Authority Purchase Orders (STD 65) or Statement of Work.

26. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

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27. 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.

28. 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.

29. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010); Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

30. PACKING SLIP

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

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

31. PACKING LABEL

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

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

32. 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 Material Safety Data Sheet (MSDS), via facsimile or email, to the ordering agency upon written request.

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33. INSTALLATION

Installation is available on the contract, including installation planning for new array or upgrades including space, power receptacles, cabling and cooling. Physical installation coordination includes coordination of installation with State representative, power-up, installation of latest firmware, installation of software and updates and removal of trade-in equipment and dunnage. Testing and diagnostics must include execution of a suite of hardware and software. The basic configuration must be completed and accepted by a State representative. Installation shall include electronic documentation, including configuration instructions, at no additional price.

34. INSPECTION AND ACCEPTANCE

In accordance with General Provisions – Information Technology (GSPD-401IT, 06/08/2010) unless otherwise noted in the ordering agency's SOW, rejection of deliverables is must be processed within 30 days of delivery or it shall be deemed as accepted by the State. Please refer to <http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf> for the complete language.

35. RETURN POLICY

Contractor will accept all products for return at no cost to the ordering agency within 30 calendar days of acceptance, 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. 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 provide the CA and/or ordering department(s) a copy of the Contractor's material cost, if requested, within ten (10) days of request.

36. CREDIT POLICY

The Contractor shall offer credit/refund 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. 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.

37. RESTOCKING FEES

The Contractor will not impose a restocking fee. The packaging and documentation provisions of Article 35, Return Policy, shall apply to re-stocked items. The Contractor will not be required to accept returns more than 60 days after delivery. The State will be responsible for return transportation costs to the Contractor if so accepted after 60 days after delivery.

38. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. 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

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- Date delivered
- Listing of returns or back ordered items
- 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
- Any other mutually agreed upon requirements the State may later deem necessary
- Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

39. 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 18, 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 1 and Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

C. 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 offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

40. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 39, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder.

Note: 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>

41. 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 #
NetApp, Inc.	99200470

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42. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees for a period of no less than ninety (90) days 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 hardware/software cost shall include the manufacturer's warranty cost.

During the warranty period, the Contractor must:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.
- All operating system software and firmware will be considered an integral component of the equipment and the Contractor will respond to all requests for warranty service for any failure.

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

43. QUALITY ASSURANCE GUARANTEES

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

44. MAINTENANCE

Maintenance services shall include all products, software and firmware maintenance costs and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute products as necessary. If it is necessary to remove any products from an ordering agency's location covered by on-site maintenance, the Contractor will provide substitute products at the time of removal. Substitute products will be comparable to or better than the products removed. If the Contractor must return the products to the factory, the Contractor will pay all costs of the products from the time it leaves the ordering agency's site until it is returned to the site in good operating condition. Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Replacement parts installed will become the property of the ordering agency. Replaced parts will become the property of the Contractor except as follows. The State reserves the right to remove and retain data storage media, including but not limited to any hard disk drives in the data storage device, prior replacement, if defective.

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

Maintenance services during the maintenance 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. Maintenance services also will not include repair of damage resulting from transportation by the ordering agency between State and local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Bidder or its agents.

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45. PRINCIPAL PERIOD OF MAINTENANCE

The Contractor must provide onsite maintenance in accordance with the following Principal Period of Maintenance (PPM) times after notification from an authorized representative of the State of a problem with any of the goods included on this contract.

- Level 1: Metropolitan Areas shall be:
 - 24x7x2 (two (2) hour call-back response time), including State holidays; and
 - 24x7x4 (four (4) hour, onsite response time), including State holidays.
- Level 2: In all areas of the state not identified below: shall be:
 - 24x7x2 (two (2) hour call-back response time), including public holidays; and
 - 24x7x8 NBD (eight (8) hour, Next Business Day, onsite response time), including State holidays.

Metropolitan Areas

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

46. RECYCLED CONTENT

There is no recycled content for this contract.

47. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE

The subcontractors to be used in the work performed for this contract are listed below. Their Disabled Veteran Business Enterprise (DVBE) certifications and percentage commitments for this contract are also listed. State departments can verify that the certifications are currently valid at the following website:

www.caleprocure.ca.gov.

SUBCONTRACTOR INFORMATION				
Name	OSDS Certification #	SB Percent (%)	DVBE Percent (%)	Work to be Performed
DVBE Technology Group	1802201	3.2%	3.2%	Professional Services, Installation, Network, Database, Delivery
Applied Computer Solutions	N/A	0%	0%	Assistance with product configuration, services, (excludes install) and quotes
NWN Corporation	N/A	0%	0%	Assistance with product configuration, services, (excludes install) and quotes
ePlus Technology, Inc.	N/A	0%	0%	Assistance with product configuration, services, (excludes install) and quotes
Tabora Solutions, Inc.	N/A	0%	0%	Assistance with product configuration, services, (excludes install) and quotes
Entisys Solutions, Inc.	N/A	0%	0%	Assistance with product configuration, services, (excludes install) and quotes

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State departments must identify subcontractors on individual purchase documents whenever subcontractors have been identified. Refer to SCM Volume 2 & 3, Chapter 3. Info Blocks 3.5.7 (SCM 2) and 3.4.7 (SCM 3) entitled "Bidder Declaration". Click on the Bidder Declaration Narrative for further information.

The Contractor has committed to DVBE participation at total statewide contract level of 3.2% respectively.

Individual orders may have no applicable participation or may have participation greater than that of the total contract commitment. 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).

The DGS/PD, as the awarding department, has assessed the prime Contractor and subcontractor certifications and CUF during the solicitation evaluation process. As a result, 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.

Exception: It is the responsibility of ordering departments to confirm CUF when technical services are acquired by an ordering department and performed by certified DVBE subcontractors consistent with commitments identified in the table above. Any irregularities or concerns regarding prime or DVBE sub-Contractor responsibilities are to be immediately documented and reported to the DGS/PD CA for further investigation. Information provided to the DGS/PD CA 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 DVBE participation levels on purchase orders.

48. TAKE BACK/TRADE IN

Before any Take Back or Trade-In 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.

This contract offers a Take Back service for replaced data storage equipment, including other OEM equipment. It is not mandatory that the ordering agency use the Take Back service offered. 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. Ordering agencies may remove and retain storage media prior to Take Back/Trade-In.

See Attachment C, Take Back/Trade In for more information.

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49. ATTACHMENTS

- Attachment A – Contract Pricing (Rev. 3/23/2017)
- Attachment B – Mandatory Technical Requirements
- Attachment B1 – Technical Services
- Attachment C – Take Back/Trade In
- Attachment D – Supplier Performance Report
- Attachment E - SB/DVBE Off ramp Spend Quarterly Report
- Attachment 9 – Subcontractor Task Allowance Table