



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

State of California  
**STATEWIDE CONTRACT**  
**USER INSTRUCTIONS**  
MANDATORY

***\*Supplement 5\****

ISSUE AND EFFECTIVE DATE: **\*12/2/2022\***  
CONTRACT NUMBER: 1-21-70-08G  
DESCRIPTION: Tablets, Apple  
CONTRACTOR: Natix, Inc.  
CONTRACT TERM: 08/01/2021 through 07/31/2024  
STATE CONTRACT ADMINISTRATOR: Eugene Shemereko  
279-946-8028  
[Eugene.Shemereko@dgs.ca.gov](mailto:Eugene.Shemereko@dgs.ca.gov)

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

[IT General Provisions, rev 09/05/2014](http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_401IT.pdf) ([http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_401IT.pdf](http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_401IT.pdf))

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

**ORDER PLACEMENT INFORMATION**

<b>ORDER PLACEMENT INFORMATION</b>		
<b>Mailing Address:</b> 16790 Placer Hills Road Suite C Meadow Vista, CA 95722	<b>Fax/Email:</b> Fax: (916) 415-5415 Ordering: <a href="mailto:Orders@natix.com">Orders@natix.com</a> Quotes: <a href="mailto:Quotes@natix.com">Quotes@natix.com</a>	<b>Contact Information:</b> Natix, Inc. Contact: Jody Timmons Phone: (916) 270-2885 Fax: (916) 415-5415 <a href="mailto:jody@natix.com">jody@natix.com</a>

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
<b><i>*5*</i></b>	<ul style="list-style-type: none"> <li><b><i>* Attachment A – Contract Pricing – Supplement 4 has been removed and replaced with Attachment A – Contract Pricing – Supplement 5*</i></b></li> </ul>	<b><i>*12/2/2022*</i></b>
4	<ul style="list-style-type: none"> <li>Attachment A – Contract Pricing – Supplement 3 has been removed and replaced with Attachment A – Contract Pricing – Supplement 4</li> </ul>	11/17/2022
3	<ul style="list-style-type: none"> <li>Attachment A – Contract Pricing – Supplement 2 has been removed and replaced with Attachment A – Contract Pricing – Supplement 3</li> <li>Article 16 – Minimum Order – language modified</li> </ul>	10/13/2022
2	<ul style="list-style-type: none"> <li>Attachment A – Contract Pricing – Supplement 1 has been removed and replaced with Attachment A – Contract Pricing – Supplement 2</li> <li>Article 44 – Bidder Declaration/Commercially Useful Function – language modified</li> </ul>	07/20/2022
1	<ul style="list-style-type: none"> <li>Attachment A – Contract Pricing –has been removed and replaced with Attachment A – Contract Pricing – Supplement 1</li> <li>Contract Administrator phone number has been updated</li> <li>Contract website url added</li> </ul>	01/03/2022
N/A	Original Contract Posted	7/27/2021

All other terms and conditions remain the same.

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## 1. SCOPE

The State's Contract 1-21-70-08G with Natix Inc. provides Apple Tablets at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract 1-21-70-08G. 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 Apple Tablets to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

## 2. CONTRACT USAGE/RULES

### A. State Departments

- The use of this contract is mandatory for all State of California departments except in cases of emergency as defined in Public Contract Code (PCC), Section 1102.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 3 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

### B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each 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](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

#### **B. Local Governmental Agencies**

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

### **4. SB/DVBE OFF-RAMP PROVISION**

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

### **5. EXEMPT PURCHASES**

To purchase Tablets other than the contract Tablets requires an approved exemption from the State Contract Administrator. Please refer to [Hardware Contract Exemption](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption>) for information and the required justification forms regarding the exemption process.

### **6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

## 7. CONTRACT ITEMS

Category	Contract Discount
Tablets	11%
Accessories/Peripherals	15%
Warranty/Services	25%

### A. Core Items

All items in Attachment A, Contract Pricing, must meet or exceed all minimum technical requirements detailed in Attachment B, Minimum Technical Requirements. Upgrades and Options are intended to augment proposed configurations. Extended Warranty Options are available as Service Options and Upgrades and are intended to augment the warranty furnished with the contract equipment. Offers for core items at a lesser discount will not be considered.

Contractor shall provide the Value Added Services (VAS) listed in Attachment A, Contract Pricing, related to Tablets. A statement of work (SOW) may be required when some VAS are ordered.

A SOW is required for all purchases that include Deployment and Logistics (D&L). D&L is limited to the subtasks outlined in Attachment D, Deployment and Logistics Breakdown. The D&L subtasks are broken down into project based and product-based tasks. The product-based tasks have a per unit time-base assigned. The timeframes noted on Attachment D for product-based tasks cannot change.

The timeframes for project-based tasks will depend on the scope of the project (number of units ordered, staggered delivery to a single or multiple locations, etc.). Ordering agencies should review the timeframes the Contractor is charging for project-based tasks to determine if they are appropriate.

Once a SOW is submitted to the Contractor, the Contractor shall use Attachment D, Deployment and Logistics Breakdown to identify the specific tasks they will performing as well as a time breakdown per task/unit. The Contractor's final D&L breakdown should be included in the SOW and the total hours should be listed on the quote. Subtasks not shown in the breakdown shall not be included in the D&L.

### B. Non-Core Products

Only products meeting or exceeding the specifications of Attachment B, Minimum Technical Requirements, within the scope of the Tablet categories may be purchased under this contract. Non-Core items meeting or exceeding the specifications may be quoted by the Contractor. The base criteria to consider non-core items are:

- All items are directly related to the common configuration.

- The discounts and the List Price from the OEM’s most current publically available Index meet the contract discount for that type of item.
- Items do not conflict with any other mandatory statewide commodities contract.

Non-Core Items must be offered at the same core discount appropriate for the product type: Tablets, Accessories/Peripherals, Warranty/Services, or VAS. Offers for non-core items may be offered at a greater discount than the contract discount. Offers for non-core items at a lesser discount will not be considered.

Products outside the scope of the Tablet category may not be purchased from this contract. State departments may request an Exemption and these requests require approval by the DGS-PD State Contract Administrator. Refer to Article 5, Exempt Purchases.

**8. SPECIFICATIONS**

All products listed on Attachment A, Contract Pricing, conform to Attachment B, Bid Minimum Technical Requirements.

**9. CUSTOMER SERVICE**

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

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occurThe Contractor’s customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

Contact	Phone	Email
Natix Customer Service Team	(916) 270-2885	<a href="mailto:Support@Natix.com">Support@Natix.com</a>

**10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS**

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

- Commercially available OEM Price List (current and archives)

Contract Website
<a href="http://www.natix.com/mandatory-contracts.html">http://www.natix.com/mandatory-contracts.html</a>



## 11. NON-CORE QUOTE FORMAT

The Contractor shall provide a non-core quote to ordering agencies in MS Excel spreadsheet format that 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 (CLIN)
- Quantity
- Core/Non-Core (Y/N)
- Description of Item
- Manufacturer's Part Number/SKU
- OEM Price List/Index Price
- Contract Discount
- Contract Unit Price
- Extended Price (Quantity x Contract Price)
- Subtotals of Taxable and Non-Taxable Items
- Rate and Calculated Tax
- Applicable Fees
- Grand Total

## 12. PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS

Devices meeting or exceeding the category requirements shall be available throughout the duration of the contract term. The contract provides for technology refresh as models are discontinued or cease production and must be approved by the State Contract Administrator. These changes will be made in the form of a contract supplement and will not be effective until the supplement's release.

The Contractor shall not substitute products or requirements or modify catalog information without written approval from the State Contract Administrator.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extensions, including upon approved substitution.

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

Items with the same model number or SKU available elsewhere on the contract shall be made available to the State at the highest discount.

### 13. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer ordering agencies 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.

### 14. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

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

### 15. 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](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD 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)
- Line Item number
- Quantity
- Unit of Measure

- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

## 2) FI\$CAL Purchase Documents

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

## 3) Blanket Orders

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

## B. Local Governmental Agencies

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

## 16. MINIMUM ORDER

The minimum order shall be one (1) Tablet.

VAS cannot be purchased as a stand-alone item. VAS can only be purchased with the purchase of a device. If an ordering agency determines there is a need for VAS and it was not included on their initial PO, the ordering agency may purchase after the initial PO, but it can be only for product purchased from this contract.

Optional Accessories cannot be purchased as stand-alone items. They can only be purchased with the purchase of a device. If an ordering agency determines there is a need for these items and they were not included on their initial PO, the ordering agency may purchase these items after the initial PO, but it must be within ninety (90) days of the initial PO and the items must be for the product purchased from the contract only.

Extended Warranties cannot be purchased as stand-alone items. Extended Warranties can only be purchased with the purchase of a device. If an ordering agency determines there is a need for Extended Warranties and it was not included on their initial PO, the ordering agency may purchase the Extended Warranties after the initial PO, but it must be within sixty (60) days of the initial PO and the items must be for the product purchased from the contract only.

If agencies are unable to amend the initial PO, they may issue a new PO as long as it is tied back to the initial PO (i.e., comment included on new PO). Additional and/or amended PO's must be issued prior to contract expiration.

## 17. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: 16790 Placer Hills Road Suite C Meadow Vista, CA 95722	Facsimile: (916) 415-5415	Email: <a href="mailto:orders@Natix.com">orders@Natix.com</a>

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

## 18. ORDER ACCEPTANCE

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

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

## 19. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation 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)
- Purchase order total cost
- Anticipated delivery date

## 20. OUT OF STOCK REMEDY

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

- Request a back order
- Cancel the item from the order with no penalty

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

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

## 21. DISCONTINUED ITEM REMEDY

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

- Amend purchase document to reflect State-approved substitute item (per Article 12, Product Substitutions/Discontinued Items)
- 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.

## 22. 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 ordering agency for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

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

### C. Security Requirements

Deliveries may be made to locations inside secure 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.

## 23. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency'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 agency, except the responsibility for latent defects, fraud, and the warranty obligations.

## **24. SHIPPED ORDERS**

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

## **25. 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
- Destination
- All information contained on the packing label

## **26. PACKING LABEL**

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

- Ordering agency name
- Delivery address, unit, and/or floor
- Department and floor
- Ordering agency contact name
- Ordering agency telephone number

## **27. SAFETY DATA SHEET**

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

## **28. INSTALLATION**

Installation is available on the contract as a Value Added Service. Physical installation includes coordination of installation with State representative, power-up, installation of latest firmware, installation of software and updates and, if applicable, removal of trade-in equipment and dunnage. Testing and diagnostics must include execution of a suite of hardware and software. The basic configuration must be completed and accepted by a State representative.

Installation shall include electronic documentation, including configuration instructions, at no additional price. Installation may be purchased at the price shown on Attachment A, Contract Pricing. This line requires a Statement of Work.

**29.INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be in accordance with the General Provisions, paragraph 16 titled Inspection, Acceptance and Rejection (General Provisions - Information Technology, Rev. 09/05/2014).

**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	Natix, Inc.
Contact Name:	Eugene Shemereko	Jody Timmons
Telephone:	(279) 946-8028	(916) 270-2885
Facsimile:	NA	(916) 415-5415
Email:	<a href="mailto:Eugene.Shemereko@dgs.ca.gov">Eugene.Shemereko@dgs.ca.gov</a>	<a href="mailto:jody@natix.com">jody@natix.com</a>
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	Natix, Inc. Attn: Jody Timmons 16790 Placer Hills Road Suite C Meadow Vista, CA 95722

**31.RETURN POLICY**

Contractor will accept all unopened products for return if returned prior to acceptance by the State in accordance with Article 29, Inspection and Acceptance. Contractor shall offer a credit or refund in accordance with Article 32, Credit Policy. Contractor may impose a Restocking Fee in accordance with Section Article 33, Restocking Fees.

Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor’s cost or the Restocking Fee, in accordance with Article 33, Restocking Fees, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering department a copy of the Contractor’s material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile or e-mail. Shipping or freight costs for returned items that were shipped in error, defective or freight-damaged shall be paid by the Contractor.

**32.CREDIT POLICY**

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

- Items shipped in error
- Defective or freight-damaged items
- Unopened product (prior to acceptance)

All other items returned in accordance with Article 31, Return Policy, shall receive credit or refund, less any applicable restocking fees in accordance with Article 33, Restocking Fees. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit/refund or replacement of all products, including those covered by manufacturer warranties as stated in Article 39, Warranty. 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
- Defective items
- Items that are not accepted
- Unopened product (prior to acceptance)

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.

### **34.INVOICING**

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

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



Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

### **35. PAYMENT**

#### **A. Terms**

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

#### **B. CAL-Card Use**

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order (Std. 65) in accordance with Article 15, Purchase Execution and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 3 and SCM-F. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

#### **C. State Financial Marketplace**

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

#### **D. Payee Data Record**

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

### **36. CAL-CARD INVOICING**

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 34, Invoicing. CAL-Card invoices shall be submitted to the CAL-

Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state "paid by CAL-Card".

This website contains additional information regarding [DGS-PD's CAL-Card program](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities>).

### 37. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov). State departments must adhere to the file documentation identified in the State Contracting Manual Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Natix, Inc.	102-355121

### 38. 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.

### 39. WARRANTY

The Contractor must honor the manufactures' warranties and guarantees for the term required in Attachment B – Minimum Specification for the product type 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 products 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.

Contractor shall offer upgraded/extended warranty at the discount off list price in Attachment A, Contract Pricing.

#### **40. QUALITY ASSURANCE GUARANTEES**

The Contractor shall represent and warrant that Tablets 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 if it does not violate manufacturers' warranty.

#### **41. EQUIPMENT REPLACEMENT DURING WARRANTY**

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

#### **42. RECYCLED CONTENT**

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form for the Contractor is attached (Attachment C).

#### 43. SB/DVBE PARTICIPATION

The awarded vendor is a certified Small Business and Disabled Veteran. There are no additional subcontractors for this contract.

The Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications for the Contractor are listed below. State departments can verify that the certifications are currently valid at the following website: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

Name	Prime or Subcontractor	OSDS Certification #	SB Percent (%)	DVBE Percent (%)
Natix, Inc.	Prime	1751382	100	100

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

SB Participation: The Contractor (Natix, Inc) is a California certified SB. For each order placed through this contract, State departments can claim 100% SB participation.

DVBE Participation: The Contractor is a California Certified DVBE. For each order placed through this contract, State departments can claim 100% DVBE participation.

#### 44. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

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

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

#### 45. ELECTRONIC WASTE RECYCLING

The Contractor will comply with the Electronic Waste Recycling Act of 2003 requiring retailers to collect a recycling fee from consumers on covered electronic devices, starting January 1, 2005. California Public Resources Code Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. The fees must be shown on all purchase orders. See the code identified above for more information and exceptions to this definition or go to [CDTFA Tax Rates - Special Taxes and Fees](https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm) (<https://www.cdtfa.ca.gov/taxes-and-fees/tax-rates-stfd.htm>) for a breakdown of the fees.

#### 46. ATTACHMENTS

Attachment A – Contract Pricing **\*Supplement 5\***

Attachment B – Minimum Technical Requirements

Attachment C – Post Consumer Recycled Content (PCRC) Percentages Worksheet  
Attachment D – Deployment and Logistics Breakdown