



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

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

ISSUE AND EFFECTIVE DATE: 08/01/2026
CONTRACT NUMBER: 1-26-70-08B
DESCRIPTION: Rugged Tablets/2-in-1 Devices, HP
CONTRACTOR: NWN Corporation
CONTRACT TERM: 08/01/2026 through 07/31/2029
STATE CONTRACT ADMINISTRATOR: Tara Gill
(279) 799-4204
Tara.Gill@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, Non-Cloud \(rev 02/20/2025\)](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670	Fax/Email: Fax: (916) 596-4800 Email: SCA_Sales_Team@nwn.ai	Contact Information: Contact: Tim Meade Phone: (916) 637-2200 Fax: (916) 596-4800 TMeade@nwn.ai
Contractor Website: NWN - Getac Website		

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

SUMMARY OF CHANGES

Supplement Number	Description/Article	Date
N/A	Original Contract Posted	08/01/2026

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with NWN Corporation (Contractor) provides Getac Rugged Tablets/2-in-1 Devices at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-26-70-08B. 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 Rugged Tablets/2-in-1 Devices 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 will expire 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.
- 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 2, 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.
- 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) and (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.

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- 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 section.

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](#) (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

State departments are required to use mandatory Statewide Contracts. If an exemption is needed, please refer to the [Statewide Contract Exemption webpage](#) 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

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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

The contract provides a discount off MSRP/List price for the following categories:

Category	Contract Discount
Rugged Tablets	26%
2-in-1 Devices	26%
Accessories/Peripherals	20%
Warranty/Services	17%

A. Core Items

All items in Attachment A, Contract Pricing, must meet or exceed all minimum technical requirements detailed in Attachment 2, 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 1, Contract Pricing, related to Rugged Tablets/2-in-1 Devices. 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 3, 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 3 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.

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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 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/2-in-1 Devices 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 1, Contract Pricing, must conform to Attachment 2, 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 AM. - 5:00 PM (PT).

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

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

Contact	Phone	Email
Customer Service Unit	(916) 637-2200	SCA_Sales_Team@nwn.ai

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10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

An Electronic Catalog / Contract Website specific to the Statewide contract for Rugged Tablets/2-in-1 Devices is available and contains the following data elements at minimum:

- Detailed line item descriptions of awarded Rugged Tablets/2-in-1 Devices, accessories/peripherals, and VAS
- Warranty/Maintenance information
- State-specific contract current pricing/discounts
- SB/DVBE participation information
- PCRC Amounts
- Contractor's customer service contact information
- Commercially-available OEM price lists (current and archives)

Contract Website
NWN - Getac Website

11. 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 ensure acquired configurations are operationally designed for the ordering agency's technology needs. Ordering agencies will assure that the Contractor has been apprised on the technical needs of the systems and components acquired under the contract.

12. OFFER FORMAT

The Contractor shall provide an offer to ordering agencies in MS Excel spreadsheet format. The quote must include the following data elements:

- Contractor letterhead
- Offer/Quote "prepared by" name and contact information
- Offer/Quote number
- Date of Offer/Quote
- Date of the OEM's commercially available price index (MSRP/MSIP)
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date
- Description of Item
- Manufacturer's Part Number/SKU
- MSRP/Index Price
- Contract Discount

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- Contract Unit Price
- Extended Price (Quantity x Contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax
- Electronic Waste Recycling Fee
- Any other Applicable fees
- Grand total

13. PRODUCT SUBSTITUTIONS

Products and configurations 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 configurations or modify catalog information without written approval from the State Contract Administrator.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any 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 common configurations to meet the updated marketplace standards. Obsolescence of a configuration 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.

14. PRICE MODIFICATION

All discount percentages shall be firm fixed for core and non-core catalog items and shall not decrease for the contract term, including any optional extension periods.

15. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer the ordering agency 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

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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.

16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

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.

This requirement does not apply to local government agencies.

17. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI\$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing website](#).

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

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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).

18. MINIMUM ORDER

The minimum order shall be one (1) Rugged Tablet or 2-in-1 Device or one (1) accessory.

19. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one (1) 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: 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670	Facsimile: (916) 596-4800	Email: SCA_Sales_Team@nwn.ai

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

20. 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

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- 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.

21. ORDER ACKNOWLEDGEMENT

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 Acknowledgement shall include the following information:

- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Anticipated delivery date
- Description of Goods
- Identification of any Out of Stock/Discontinued Items

22. 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.

23. 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
- 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.

24. DELIVERY SCHEDULES

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

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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 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 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 grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

25. 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.

26. 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.

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27. SHIPPED ORDERS

All shipments shall be in accordance with the IT General Provisions, Non-Cloud (rev 02/20/2025), Section 7 entitled "Packing, Shipment, Transportation & Delivery".

28. PACKING SLIP

Packing slip requirements shall be in accordance with the IT General Provisions, Non-Cloud (rev 02/20/2025), Section 7 entitled "Packing, Shipment, Transportation & Delivery".

29. 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

30. 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 Article.

31. INSTALLATION

Contractor shall provide installation as a value-added service. Physical installation includes coordination of installation with an ordering agency 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 the ordering agency representative.

Installation shall include electronic documentation, including configuration instructions, at no additional price. Ordering agencies may purchase installation at the cost specified in Attachment 1, Contract Pricing.

32. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the IT General Provisions, Non-Cloud (rev 02/20/2025), Section 6 entitled "Inspection, Acceptance and Rejection".

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33. 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	NWN Corporation
Contact Name:	Tara Gill	Kathy Thomas
Telephone:	(279) 799-4204	(916) 637-2185
Facsimile:	NA	(916) 596-4800
Email:	Tara.Gill@dgs.ca.gov	Kthomas@nwn.ai
Address:	DGS/Procurement Division Attn: Tara Gill 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	NWN Corporation Attn: Kathy Thomas 11070 Whiterock Road Suite 250 Rancho Cordova, CA 95670

34. RETURN POLICY

Contractor shall accept returns for up to 30 calendar days after delivery in accordance with the State's General Provisions. A full credit/refund shall be offered for the following reasons:

- Items shipped in error
- Defective or freight-damaged items
- Unopened product (within 30 days of delivery)

Additionally, a full credit/refund shall be provided for products that do not substantially conform with the contract's specification requirements regardless of time of notification.

Contractor may charge a restocking fee for returns that do not meet the reasons above. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund. Restocking fees can be no greater than 10 percent of the value of the items needing re-stocking.

All 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, 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 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

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items that were shipped in error, defective or freight-damaged shall be paid by the Contractor.

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

35. INVOICING

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

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

36. PAYMENT

A. Terms

Payment terms for this contract are net 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 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 purchase document in accordance with Article 17, 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 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. 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.

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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. The Std. 204 can be found in FI\$CAL or may be requested from the Contractor.

37. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 17, 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](#).

38. 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. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
NWN Corporation	100-937005

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

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

40. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees for a period of one (1) year for non-rugged devices, and three (3) years for rugged devices 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.

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- 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.

Only new standard parts or parts equal in performance to new parts will be used in making 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 ordering agency.

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

41. EQUIPMENT REPLACEMENT DURING WARRANTY

All product provided under the contract shall perform in accordance with technical specifications and functional descriptions. If provided product is subject to warranty response three (3) or more times during any 90 day period, the Contractor will, upon the ordering agency's request, replace the product at no cost. The replacement product will be delivered no later than 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

This contract does not contain post-consumer recycled materials.

43. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

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44. VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (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 conduct a CUF evaluation or request the completion of the following required certifications and forms:

- Bidder Declaration Form (GSPD 05-105)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

State departments should make a notation of this within their procurement file.

45. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES

GenAI contract provisions (rev. 2/20/2025) have been incorporated into the contract. Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence.

46. 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 (4) 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](#) for a breakdown of the fees.

47. ATTACHMENTS

Attachment 1 – Contract Pricing
Attachment 2 – Minimum Technical Requirements
Attachment 3 – Deployment and Logistics Breakdown