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

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 5

ISSUE AND EFFECTIVE DATE:	***1/9/2024***
CONTRACT NUMBER:	1-22-71-52
DESCRIPTION:	Modular Systems Furniture (MSF)
CONTRACTOR:	***The Inside Source, Inc.***
CONTRACT TERM:	10/24/2022 through 10/23/2025
STATE CONTRACT ADMINISTRATOR:	Rudolph Jimenez (279) 946-8312 Rudolph.Jimenez@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:

Non-IT General Provisions (rev 11/19/2021) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: ***The Inside Source, Inc. 985 Industrial Rd, Suite 101 San Carlos CA 94070***	**Fax/Email:** Fax: N/A Order Email: ***soc-orders@insidesource.com***	**Contact Information:** ***The Inside Source, Inc.*** John Schwartz Phone: (510) 385-1641 Email: ***jschwartz@insideource.com***

Contract (Mandatory) 1-22-71-52
Contract User Instructions, ***Supplement 5***

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
5	***Subject contract for MSF is hereby modified to reflect the following changes:*** ➢ ***Contractor has completed merger and is now The Inside Source, Inc. with contact information changes, the following articles have been updated:*** ○ ***Cover Page*** ○ ***Article 1, Scope*** ○ ***Article 10, Customer Service*** ○ ***Article 16, Ordering Procedure*** ○ ***Article 30, Contract Administration*** ○ ***Article 37, California Sellers Permit*** ➢ ***Payee Data Record Updated to reflect change.****	***1/9/2024***
4	Subject contract for MSF is hereby modified to reflect the following changes: ➢ Attachment C – State of CA Price List 2022 has been removed and replaced with a hyperlink within Section 11, Catalog/Contract Contents ➢ Contract list items have been added. ➢ Contract list items have been increased.	10/26/2023
3	Subject contract for MSF is hereby modified to reflect the following changes: ➢ Contractor merged and is now The Inside Source Inc, dba Sam Clar Office Furniture. ➢ Payee Data Record Updated to reflect change.	4/27/2023
2	Subject contract for MSF is hereby modified to reflect the following changes: ➢ Article 1, Scope, has been updated to add Ancillary Furniture Design Groups ➢ Article 7, Contract Rates: ○ Ancillary Furniture Design Group product discounts have been added to the contract. ➢ Article 8, Additional Requirements section has been added to include mandatory terms.	2/14/2023

Contract (Mandatory) 1-22-71-52
Contract User Instructions, ***Supplement 5***

Supplement Number	Description/Articles	Supplement Date
	➢ Article 11, Catalog, Ancillary Furniture Design Groups Product Discounts have been added to the contract. ➢ Article 15, Minimum Order, a one dollar ($1) minimum purchase is required for Ancillary Furniture Design Groups. ➢ Article 28, Installation, has been updated to include Ancillary Furniture Design Groups. ➢ Article 38, Warranty, Non-Obsolescence language has been added to the User Instructions. ➢ Article 45, Attachments, Attachment has been added to the contract.	
1	Subject contract for MSF is hereby modified to reflect the following changes: ➢ Cover Page ➢ Article 29, Contract Administration has been updated to reflect the new Contract Administrator contact information	11/9/2022
N/A	Original Contract Posted	10/24/2022

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with ****The Inside Source, Inc.**** (Contractor) provides Terrace and Ancillary Furniture Design Groups (AFDG) at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-71-52. 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 MSF and AFDG to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one 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 after the ordering State department checks with Surplus Property and after a waiver is issued by Prison Industry Authority (PIA).
- 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. The installation of Modular Systems Furniture is considered Public Works. Prevailing wages will be paid to all installers by the Contractor. It is the responsibility of the ordering department to keep track of all hourly charges. It is not necessary for the ordering department to file a PWC 100 form with the Department of Industrial Relations.
- Prior to placing orders against this contract, State departments must have been granted non-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) (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) (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 MSF outside of the mandatory contract, the State department must file for a waiver with the DGS-PD CA. Waiver request shall include waiver approval from PIA.

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 RATES

Item Description:	Rates:
MSF Parts Uninstalled	Discount 85% Off of List Pricing
MSF Parts Installed	Discount 81% Off of List Pricing
MSF Parts Installed After Hours	Discount 80% % Off of List Pricing
Hourly Rate for Field Verification Rework Of Plot Drawings and Design Work Requirements.	Hourly Rates $65.00 Ordering Agency must keep track of Hours
Percentage of Project Cost for Quick Ship Surcharge (Emergency/Expedited Orders)	2% of Project Cost
Storage/Warehousing Rates - (This includes all assessorial charges)	.22 Cents for every 100 lbs. Approval with Weight Certification
Hourly Rate for Travel Time - Field Verification	Hourly Rates $65.00 Ordering Agency must keep track of Hours

Ancillary Furniture Design Groups		
Segment ID	Products	Discount Off of List Price
A1	Vertical Files, Stride Storage, Involve Storage, Radii Metal Storage, Mural, Further	63.50%
A2	Trooper and Nimble Seating	64.10%
A3	Relate Seating	53.20%
A4	Acuity, Seek, Inspire, Mimeo, Lyric, Pli, O6, Quip, Svelte and Evo Seating	53.30%
A5	Structure and Aware Tables	68.60%

A6	Approach, Stride Painted Wood & Laminate, Casegoods Veneer, Veneer Worksurfaces, New Product Offering	57.80%
A7	Involve, Linger, Reflect, Rise, Clubhouse, CoHo, Parallel, Park, Peak, Recharge, Clarity, Picnic, Summit, Take-5, Sketch, Belong, Harvest, Transfer, Vicinity Seating, Jetty:mod, Townhall, Retreat, Two Thirds, Vicinity Lounge	47.50%
A8	Accessories	51.00%
A9	Beyond	50.00%
A10	Aspect	53.80%
A11	All Gunlocke Brand Product	48.40%

8. ADDITIONAL REQUIREMENTS

AFDG

- The purchase of ancillary furniture products shall be an integral part of project completion.
- Solitary purchases for ancillary furniture products shall not be permitted.
- A separate catalog will be provided for ancillary products.
- Separate purchase orders shall be executed for ancillary products
- The purchase of ancillary furniture products shall not exceed 50 percent of the total purchase dollar value of the project. Any purchases exceeding 50 percent shall require the Contract Administrator’s approval.
- All ancillary furniture products offered and/or purchased shall meet all specifications, standards, and codes as specified in Attachment 2, Bid Specification – 7110-5826.

9. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, must conform to Attachment B, Bid Specification Number 7110-5826, dated 3/7/2022.

10. CUSTOMER SERVICE

Contractor will provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

Contact	Phone	Email
John Schwartz	(510) 385-1641	***jschwartz@insideource.com***

11. CATALOG/CONTRACT CONTENTS

https://samclar.com/msf/

Attachment E – AFDG Discounts

12. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions (rev 11/19/21), Article 16 entitled “Substitutions”.

The Contractor shall not substitute products or configurations or modify catalog information without written approval from the State CA.

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

13. PROMOTIONAL PRICING

The Contractor shall immediately notify the DGS Contract Administrator of all manufacturer’s price declines and ordering agencies shall receive full benefit of such declines.

14. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

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

15. MINIMUM ORDER

There is no minimum order for this contract.

A one dollar ($1) minimum purchase is required for ancillary furniture products.

16. 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		
The Inside Source, Inc, 985 Industrial Rd, Suite 101 San Carlos CA 94070	Facsimile: N/A	Email: ***soc-orders@insidesource.com***

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

17. 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 or items outside the scope of the contract

- 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.

18. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within forty-eight (48) hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

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

19. 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.

20. 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 11, Product Substitutions)
- 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.

21. 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

Unless otherwise specified within the individual statement or work/workplan, delivery shall be completed within sixty (60) calendar days after receipt of order (ARO) for purchase orders of up to one hundred (100) workstations. Five (5) calendar days may be added for each additional fifty (50) workstations over and above the original one hundred (100) ordered.

There are numerous State departments and local governmental agencies throughout the State of California. Purchase orders for MSF will vary in size and complexity. It shall be the responsibility of the furniture manufacturer and the Contractor to ensure that all delivery schedules will be adhered to. This will require the furniture manufacturer to maintain an adequate number of service centers to meet the fluctuating demand for MSF by all governmental agencies.

Delivery and installation can be made at most governmental locations Monday through Friday between 6:00 a.m. to 6:00 p.m. If this is not possible, the Contractor shall be paid after hour rates for the installation of the delivered goods between 6:00 p.m. and 6:00 a.m., weekends, and holidays. Rates for this service shall be as shown on the MSFAFT table of Attachment A, Cost Worksheet.

The Contractor is requested to make deliveries of these goods during the off-peak hours in the following greater metropolitan areas; City of San Francisco and Bay Area, City of Sacramento, City of Los Angeles and L.A. County, Orange County, City of San Ana, City of San Bernardino, and City of San Diego. Off-peak hours are typically considered 10:00 a.m. to 4:00 p.m., and/or may vary according to local municipal codes and ordinances.

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 Confirmation.

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.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

22. EMERGENCY/EXPEDITED ORDERS

The Contractor offers a quick shipment/delivery and installation option. This option will be limited to orders at the list price of $500,000.00 or less. The panel systems shall be delivered to the site within fifteen (15) business days ARO. The cost for this option shall be based on percentage of the entire order after the discount off of the list prices are applied. The percentage of the surcharge added to the invoice will be 2%.

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

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

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 for AFDG is available throughout California, border to border. Rates for this service shall be as shown on Attachment E, AFDG Discounts and Article 7, Contract Rates.

Physical installation includes coordination of installation with purchasing representative as detailed in the project's statement of work/workplan.

Installation can be made at most governmental locations Monday through Friday between 6:00 a.m. to 6:00 p.m. If this is not possible, the Contractor shall be paid after hour rates for the installation of the delivered goods between 6:00 p.m. and 6:00 a.m., weekends, and holidays. Rates for this service shall be as shown on the MSFAFT table of Attachment A, Cost Worksheet.

29. INSPECTION AND ACCEPTANCE

For State departments, a written checklist of deficient items will be made if found by either the Department of General Services Real Estate Services Division (RESD) planner, department staff, or the manufacturer's designated personnel at the final punch and walk-through conducted prior to the post assembly walk-through and punch with the RESD planner and the ordering State department.

When completed, the Contractor shall provide a Project Acceptance Notice with dated signature blocks indicating approval from the RESD and the ordering department.

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	***The Inside Source, Inc.,***
Contact Name:	Rudolph Jimenez	John Schwartz
Telephone:	(279) 946-8312	(510) 385-1641
Facsimile:	(916) 375-4613	N/A
Email:	Rudolph.Jimenez@dgs.ca.gov	***jschwartz@insideource.com***
Address:	DGS/Procurement Division Attn: Rudolph Jimenez 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	***The Inside Source, Inc.*** Attn: JohnSchwartz *985 Industrial Rd, Suite 101* *San Carlos CA 94070**

31. RETURN POLICY

The Contractor will accept all products for return at no cost to the ordering agency within thirty (30) calendar days of delivery and refund the customer in full.

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 10 percent restocking fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering agency a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile, or e-mail.

32. CREDIT POLICY

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

- Items shipped in error
- Items that are returned within thirty (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, or receiving a refund.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. The 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
- Items that are returned within thirty (30) calendar days of delivery
- Items that are returned, but exchanged for other items within thirty (30) calendar days

Re-stocking fees for all other reasons shall be 10 percent of the value of the items to be re-stocked.

The packaging and documentation provisions in accordance with Article 30, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than sixty (60) days after delivery. The ordering agency will be responsible for return transportation costs to the Contractor if so accepted after sixty (60) days after delivery.

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

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 13, 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.

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 shall 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 33, 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).

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

Contractor Name	Seller Permit #
The Inside Source, Inc,	021-672633

38. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees for a period of five (5) years from the date of acceptance on all products offered as part of this contract. The Contractor shall bear all material and labor costs for repair of equipment defects and failure. The bid price 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.

The warranty services listed shall include all products, 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 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 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. Parts that have been replaced will become the property of the Contractor except in instances where the ordering agency chooses to keep the hard drives. Replacement parts installed will become the property of the ordering agency.

Warranty services 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.

Non-Obsolescence: The Contractor shall warrant the components, accessories, and/or other products of the MSF panel systems being offered under this contract will be available for purchase beyond the term of this contract for a minimum of ten (10) years; paint/finishes for five (5) years; and fabric/panel coverings for five (5) years, Upon approval of the DGS Contract Administrator and the Real Estate Services Division (RESD), Terrace MSF and AFDG may be excluded from the "Non-obsolescence" requirements.

A waiver may be considered when the product(s) constitutes a small portion of an order and/or when it can be demonstrated (by the Contractor, in writing) that standard commercial practice makes long-term availability unreasonable.

39. QUALITY ASSURANCE GUARANTEES

Products delivered not meeting the Quality Assurance expectations shall be removed and replaced within fifteen (15) workings days.

The Contractor shall represent and warrant that 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. The Contractor may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate the manufacturer's warranty.

40. RECONFIGURATION

Reconfiguration services must be an integral part of an MSF project. Reconfiguration is available for ordering agencies currently possessing any MSF product line when the purchase of new MSF products is purchased.

Standalone purchases for Reconfiguration are not allowed.

The cost for Reconfiguration services, if requested, shall be discussed and mutually agreed upon between the Ordering Agency and Contractor.

41. RECYCLED CONTENT

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

42. SB/DVBE PARTICIPATION

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

43. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

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

44. TAKE BACK/TRADE

There is no Take Back/Trade In program for this contract.

45. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 7110-5826, dated 3/7/2022
Attachment D – Postconsumer Content Certification Workbook
Attachment E – AFDG Discounts