# Department of Rehabilitation Cal-ATSD SPECIAL TERMS AND CONDITIONS (12.18.2018)

1. All goods furnished under this agreement shall be newly manufactured, except that a product which is returned pursuant to Sections E or G. may be resold provided that it will be covered by the manufacturer’s full warranty (or a comparable warranty provided by the supplier) for the same period after resale as though it were newly manufactured. In order to resell a product pursuant to this provision, the supplier’s written quote must identify the product as previously returned, provide documentation concerning the original sale and return of the product by a state agency, and confirm the availability of the required warranty.  Otherwise, used or reconditioned goods are prohibited, unless specifically requested or permitted by a state agency for a particular purchase.

B. Suppliers must be approved by the product’s manufacturer, or by a distributor for the manufacturer, as an authorized dealer, sub-dealer or reseller of that product in order to sell the product to the state.

C. An equipment supplier must deliver products and/or provide related services as soon as possible after receipt of an order. At a minimum, the following timelines must be met unless the supplier can demonstrate that the delay is due to circumstances beyond its control:

1. Items in stock must be delivered and related services to be performed by the supplier’s own staff must be provided within eight (8) business days after receipt of an order unless specified otherwise on the purchase or service order;
2. Where products must be ordered or services are subcontracted from another firm, such products must be delivered or services provided within twenty (20) business days after receipt of an order unless specified otherwise on the purchase or service order.
3. A supplier of AT or RA-related services (e.g., evaluations, equipment setup, training, technical support) must provide requested services as soon as possible after receipt of an order. At a minimum, the following timelines must be met unless the supplier can demonstrate that the delay is due to circumstances beyond its control. (If a supplier of AT or RA-related services is also a supplier of equipment, the expectations listed below shall apply if the order is only for services.):
4. A supplier of AT or RA-related services must contact the end-user within five (5) business days of receiving the order to schedule an appointment to provide the requested services.
5. When the service relates to new equipment, the supplier of services must contact the end-user to schedule an appointment within five (5) business days of the supplier receiving the equipment or of being notified that the equipment has been received by the end-user.
6. If the supplier does not receive a response from the end-user after making at least three (3) attempts via the phone or email information provided on the order or referral form over the course of two weeks from the initial communication attempt (or any later attempt to continue the services), the supplier shall notify the DOR Counselor or the State employee’s manager or HR contact, as appropriate.

Where the timelines specified in Section C and D cannot be met, DOR will have the option to cancel the order or allow the supplier additional time to resolve the problem, as long as this does not have a significantly adverse impact on the employee or consumer for whom the purchase is being made.

E. Except for situations described in Section F, a supplier must provide a full refund to the ordering agency for products returned within 30 calendar days of acceptance, unless the ordering agency instead elects to accept a credit or an exchange for other products. The following rules are applicable to return of products pursuant to this section:

1. The supplier may require that products to be returned must be undamaged and that all documentation, manuals, and accessories originally provided with the product are included.
2. If the ordering agency chooses to ship the product back to the supplier, it should be repackaged in its original or comparable packaging. The product should be shipped via insured 'signature required' delivery method. The supplier is not responsible for any damage in transit if the item is shipped by the agency.
3. If the agency requests the supplier to pick up the product or products, the supplier may charge a reasonable fee for this service including, where necessary, providing new packaging for the product. The supplier must provide a cost estimate and obtain pre-approval for such fees which exceed $50.00.
4. The original cost of services such as software installation, system configuration, shipping and handling, delivery or travel costs related to services performed prior to delivery are not refundable.
5. If the item is a computer system that has been customized, pre-configured, or in any way used, and cannot be returned for a full credit then the supplier must offer to restore the computer system to factory defaults for reuse by the ordering agency. The fee for this service may not exceed the cost of the original configuration work.

F. Suppliers shall not be required to provide a refund pursuant to Section E where:

1. The product is software that was either provided as an electronic download which has been installed or was provided in physical media and the original packaging has been opened.
2. The supplier does not normally keep the product in stock and it cannot be returned to the manufacturer. Upon request, the supplier shall furnish the agency with documentation of the manufacturer’s policy demonstrating that the product cannot be returned.
3. The product is personal in nature and has been removed from original packaging e.g. headphones.
4. The supplier submitted a quote for and provided the exact products that were requested and ordered, but after acceptance the consumer or employee finds that the products do not meet their needs.

G. The supplier may not impose a restocking fee on the ordering agency where the product is returned pursuant to Section E.  If a supplier agrees to accept a return under other circumstances, the supplier may charge a restocking fee of no more than ten percent (10%) of the value of the products to be returned, except where:

* + - 1. Items were returned because they were damaged upon receipt; or
      2. Incorrect items were shipped.

H. A supplier must provide, at no additional cost, product technical support, via telephone or remote support, for at least six months from the date of delivery of any product.

I***.*** Whenever the manufacturer of a product sold by the supplier offers a warranty, the supplier must maintain adequate warranty records and provide assistance in arranging warranty support from the manufacturer.

J***.*** Suppliers must provide warranty and technical support as described above, and any additional contractually agreed upon repair or product support, within five (5) business days of being notified of the problem, unless the supplier can show that it is not possible to respond within this time frame due to circumstances beyond its control.

K. Pursuant to federal law and regulations a supplier may not share the name, address or other personally identifiable information of a state employee or other end user, except to the extent necessary to ensure proper delivery and support of the product. Under no circumstances may any supplier use, or permit others to use, such personally identifiable information for advertising products or services or for any other purpose beyond those authorized in this paragraph.