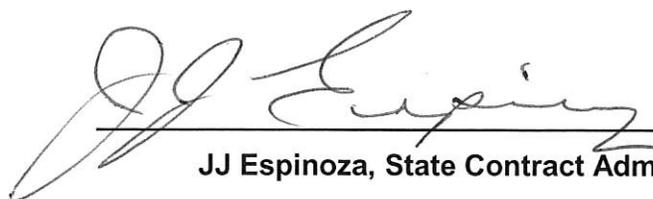


## COOPERATIVE AGREEMENT USER INSTRUCTIONS Supplement #5

**Important Note:** Supplement #5 replaces and supersedes Supplement #4 User instructions dated 1/21/2015.

| <b>ISSUE AND EFFECTIVE DATE: 3/11/2016</b>  |   |
|---|---|
| <b>TITLE/DESCRIPTION:</b>                   | Breast Pumps and Related Accessories(NASPO ValuePoint Cooperative Agreement)  |
| <b>CONTRACT NUMBER(S):</b>                  | 7-11-65-03    Ameda. Inc.<br>7-11-65-04    Hygeia II Medical Group, Inc.<br>7-11-65-02    Medela, Inc.  |
| <b>CONTRACT TERM:</b>                       | 3/30/2011 through 01/17/2017  |
| <b>CONTRACT CATEGORY:</b>                   | Non-IT Goods  |
| <b>MAXIMUM ORDER LIMIT:</b>                 | \$ 500,000 (State Departments only)   |
| <b>FOR USE BY:</b>                          | State and Local Governmental Agencies   |
| <b>DGS-PD CONTRACT INFORMATION WEBSITE:</b> | <a href="http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/breastpumps.aspx">http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/breastpumps.aspx</a> |
| <b>STATE CONTRACT ADMINISTRATOR:</b>        | JJ Espinoza<br>(916) 375-4393<br><a href="mailto:jj.espinoza@dgs.ca.gov">jj.espinoza@dgs.ca.gov</a>   |

Ordering Agencies are instructed to carefully review these User Instructions in its entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instruction Supplement.



JJ Espinoza, State Contract Administrator

3/11/2016

Date

| <b>SUMMARY OF CHANGES</b> |  |                       |
|---------------------------|--|-----------------------|
| <b>Supplement No.</b>     | <b>Revision Description</b>  | <b>Effective Date</b> |
| <b>5</b>                  | <ul style="list-style-type: none"><li>• State Contract Administrator, page 1<ul style="list-style-type: none"><li>- Updated with new contact information</li></ul></li><li>• Section 5, State Contract Administrator, page 4<ul style="list-style-type: none"><li>- Updated with new contact information</li></ul></li></ul> | 3/11/2016             |

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## **American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

Click here to access the [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#)

### **1. SCOPE**

The purpose of this Cooperative Agreement is to provide a purchasing vehicle for Breast Pumps and Related Accessories for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 10299.

While the State of California makes these Cooperative Agreements available to local governmental agencies, each local agency should make its own determination of whether using the Cooperative Agreements are consistent with its procurement policies and regulations.

The contract term is 3/30/2011 to 1/17/2017 and all extensions options are complete. terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor(s) 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. Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes.
- b. State and local government agency use of these Cooperative Agreements contracts is optional. A local government is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the Cooperative Agreements are consistent with its procurement policies and regulations.

- c. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local government agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local government agencies shall be identified within each article.

**3. AGREEMENT SUMMARY (STD 215)**

State agencies are required to complete the STD 215 for all contracts, regardless of dollar amount. The justification for contracting based on Government Code Section 19130 (see #17) is an important component of the contract documentation. The STD 215 should be maintained in the contract file with other purchase documents. Click on the following link to download the 215 document.

<http://www.dgs.ca.gov/ols/Forms/Instructions.aspx>

**4. DGS ADMINISTRATIVE FEE**

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

**5. STATE CONTRACT ADMINISTRATOR**

Department of General Services, Procurement Division  
Multiple Award Program – NASPO ValuePoint  
707 Third Street, 2nd Floor, MS #2-202  
West Sacramento, CA 95605-2811

Contact: JJ Espinoza  
Phone: (916) 375-4393  
Fax: (916) 375-4663  
E-Mail: [jj.espinoza@dgs.ca.gov](mailto:jj.espinoza@dgs.ca.gov)

**6. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE**

Ordering agencies and/or contractors shall inform the State Contract Administrator in a timely manner of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.

To report contractor performance issues, ordering agencies must submit a completed Contract/Contractor Evaluation. If the performance by the contractor was unsatisfactory, a copy of the Contract/Contractor Evaluation form must also be sent to Office of Legal Services. The following link has instructions for this process  
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std004.pdf>

## **7. NASPO ValuePoint CONTRACT INFORMATION**

See Attachment A for list of awarded contracts and contract Terms and Conditions.

## **8. DOLLAR THRESHHOLDS (Local Governments are Exempt)**

Cooperative Program Limitation: \$500,000.00.

- All orders are subject to the most current Management Memo (Currently MM 08-05 including supplements, or whichever Management Memo is in effect at the time a purchase order is issued.) Go to DGS/PD web site [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) to obtain a copy of the most current Management Memo

Departments executing NASPO ValuePoint orders over \$500,000.00 for non-IT goods must obtain DGS/PD approval prior to executing the purchase document. The following information must be documented by the department and submitted to DGS/PD:

- Identify the need for the goods and/or services and the dollar value of the impending purchase document.
- Explain how the department has determined that issuance of a purchase document to this particular contractor makes good business sense and how best value for the department has been achieved

Upon review and approval of the documentation submitted, DGS/PD will issue an approval letter concurring with the department's request. Upon receiving approval from DGS/PD, the department may proceed to execute the order SCM Vol. 2 chapter 6 F3.6

- Departments executing orders using the NASPO ValuePoint program are not required to obtain three offers or document best value, but conducting price comparisons among the NASPO ValuePoint suppliers, if available, is encouraged. Refer to the user instructions of each contract SCM Vol. 2, chapter 6 F3.1.
- Exempt entities are not subject to these order limits.

## **9. EXECUTING THE PURCHASE ORDER**

**THE STATE OF CALIFORNIA PARTICIPATING ADDEMDUM CONTRACT NUMBER MUST BE SHOWN ON THE PURCHASE ORDER.**

State agencies shall use a Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer.

The ordering agency defines the project scope to determine which goods and related services are needed, and check the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Contractor.

As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

#### **10. NASPO ValuePoint BASE CONTRACT**

This NASPO ValuePoint contract is based on some or all of the products and/or services and prices from NASPO ValuePoint Breast Pumps and Related Accessories Contract, State of Washington, Contract Number 01910.

A copy of this NASPO ValuePoint Master Agreement is available on the Internet at:

<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=01910>

#### **11. CONTRACT TERM**

The contract term for the California Participating Addendum is 3/30/2011 through 1/17/2017.

#### **12. PRICING**

Agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information. See Attachment A for pricing.

#### **13. PAYMENTS AND INVOICES**

##### **a. Payment Terms**

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 agencies to pay properly submitted, undisputed invoices

not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later. Local government agencies may make payments according to their statutory requirements.

**b. Payee Data Record (Std. 204)**

Each state accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed.

**c. CAL-Card Use**

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Article 9 (Purchase Execution) and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1, Volume 2 and Volume 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

**14. DELIVERY**

As negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

**15. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

According to State Contracting Manual (SCM) Volume 2, chapter 6.A2.4 SB & DVBE Consideration, State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE.

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.

2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:

a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.

b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

- List the name of each company that is certified by the Office of Small Business and DVBE Services to which that it intends to subcontract a commercially useful function; and
- Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
- Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

## **16. TERMINATION**

Any State or Local agency may terminate any order against this agreement upon 30 day notice provided the products or services have not already been accepted. This does not affect the termination clause of Purchase Agreement concerning failure to perform or upon mutual consent.

### Attachment A – Contract Information

|  |  |
|--|--|
| Contractor Name  | <b>Ameda, Inc.</b>   |
| Contract Number  | 7-11-65-03   |
| Contract Term Dates  | 3/30/2011 through 1/17/2017  |
| Ordering Address   | 485 Half Day Road, Suite 320.<br>Buffalo Grove, IL 60089   |
| Contact  | Stacey Torres  |
| Phone  | (847) 964-2635   |
| Fax  | (847) 388-4813   |
| Email  | stacy.torres@ameda.com   |
| Pricing (Website)<br>Category<br>Warranty<br>Delivery<br>Shipping<br>Freight | <a href="http://www.ameda.com/">http://www.ameda.com/</a>  |
| Contractor Ownership Information   | Ameda, Inc. is a large business enterprise.  |
| California Seller's Permit   | Ameda, Inc.'s California Seller's Permit No. is 102436812.<br><br>Agencies can verify that this permit is still valid at the following website: <a href="http://www.boe.ca.gov">www.boe.ca.gov</a> .                     |
| Payment Terms  | Net 45 days  |
| FEIN   | 46-1308708   |
| CAL-Card Accepted  | Ameda, Inc. accepts the State of California credit card (CAL-Card).<br><br>A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. |

**Attachment A – Contract Information, continued**

|  |  |
|--|--|
| Contractor Name  | <b>Hygeia II Medical Group, Inc.</b>   |
| Contract Number  | 7-11-65-04   |
| Contract Term Dates  | 3/30/2011 through 1/17/2017  |
| Ordering Address   | 1375 S. Acacia Avenue, Suite A<br>Fullerton, CA 92831  |
| Contact  | Mark Engler  |
| Phone  | (714) 515-7571x200   |
| Fax  | (714) 494-8571   |
| Email  | <a href="mailto:mengler@Hygeiababy.com">mengler@Hygeiababy.com</a>   |
| Pricing (Website)<br>Category<br>Warranty<br>Delivery<br>Shipping<br>Freight | <a href="http://www.hygeiababy.com/">http://www.hygeiababy.com/</a>  |
| Contractor Ownership Information   | Hygeia II Medical Group, Incorporated is a large business enterprise.  |
| California Seller's Permit   | Hygeia II Medical Group, Incorporated's California Seller's Permit No. is 101172405.<br><br>Agencies can verify that this permit is still valid at the following website: <a href="http://www.boe.ca.gov">www.boe.ca.gov</a> .                     |
| Payment Terms  | Net 45 days  |
| FEIN   | 26-0693691   |
| CAL-Card Accepted  | Hygeia II Medical Group, Incorporated accepts the State of California credit card (CAL-Card).<br><br>A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. |

**Attachment A – Contract Information, continued**

|  |   |
|--|---|
| Contractor Name  | <b>Medela, Inc.</b>   |
| Contract Number  | 7-11-65-02  |
| Contract Term Dates  | 3/30/2011 through 1/17/2017   |
| Ordering Address   | 1101 Corporate Drive.<br>McHenry, IL 60050-7005   |
| Contact  | Bonnie Voigt  |
| Phone  | (815) 578-2459  |
| Fax  | (815) 759-2459  |
| Email  | <a href="mailto:Bonnie.voigt@medela.com">Bonnie.voigt@medela.com</a>  |
| Pricing (Website)<br>Category<br>Warranty<br>Delivery<br>Shipping<br>Freight | <a href="http://www.medela.us/">http://www.medela.us/</a>   |
| Contractor Ownership Information   | Medela, Inc. is a large business enterprise.  |
| California Seller's Permit   | Medela, Inc.'s California Seller's Permit No. is 30663098.<br>Agencies can verify that this permit is still valid at the following website: <a href="http://www.boe.ca.gov">www.boe.ca.gov</a> .                      |
| Payment Terms  | Net 45 days   |
| FEIN   | 36-3098932  |
| CAL-Card Accepted  | Medela, Inc. accepts the State of California credit card (CAL-Card).<br>A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. |

