

State of California  
**COOPERATIVE AGREEMENT  
USER INSTRUCTIONS**  
**Supplement #5**

**Important Note:** Supplement #5 replaces and supersedes the previous User Instructions version (Supplement #4 dated 11/15/2013).

<b>ISSUE AND EFFECTIVE DATE: 12/09/2013</b>	
<b>TITLE/DESCRIPTION:</b>	WSCA-NASPO Multi-State Drug Testing Kits
<b>CONTRACT NUMBER(S):</b>	7-09-66-01 Redwood Toxicology Laboratory, Inc.
<b>CONTRACT TERM:</b>	VARIOUS through 12/16/2014
<b>CONTRACT CATEGORY:</b>	Non - IT Goods and Services
<b>MAXIMUM ORDER LIMIT:</b>	\$500,000
<b>FOR OPTIONAL USE BY:</b>	State Departments and Local Governmental Agencies
<b>DGS-PD CONTRACT INFORMATION WEBSITE:</b>	<a href="http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/MultiStateDrugTestingKits.aspx">http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/MultiStateDrugTestingKits.aspx</a>
<b>STATE CONTRACT ADMINISTRATOR:</b>	Ashley Mistler (916) 375-4596 <a href="mailto:ashley.mistler@dgs.ca.gov">ashley.mistler@dgs.ca.gov</a>

**Note to Ordering Agencies:** Please carefully review the User Instructions in its entirety. Ordering Agencies are required to comply with the instructions provided herein and the terms outlined within the individual California Participating Addenda (Contracts) listed above. 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.

**ORIGINAL SIGNATURE ON FILE**

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**Steven Kobayashi, Manager**  
Multiple Awards Program Section

<b>SUMMARY OF CHANGES</b>		
<b>Supplement No.</b>	<b>Revision Description</b>	<b>Effective Date</b>
<b>5</b>	<p>User Instructions Supplement #5 replaces and supersedes the previous User Instructions version (Supplement #4 dated 11/15/2013).</p> <p>Supplement #5 incorporates the following changes:</p> <ul style="list-style-type: none"><li>• User Instruction information and format changes throughout document.</li><li>• Updated CAL-Card information</li><li>• Attachment A – Modified to include updated contract term date.</li></ul>	12/9/2013

For copies of previous User Instructions versions, please contact the State Contract Administrator listed in Section 5.

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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 WSCA Master Price Agreement is to provide a purchasing vehicle for Multi-State Drug Testing Kits 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 this WSCA Master Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this WSCA Master Price Agreement is consistent with its procurement policies and regulations.

The contract term is 12/23/2009 through 12/16/2013 with an option to extend in one (1) year increment or a portion thereof. The 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 WSCA 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 WSCA program is consistent with its procurement policies and regulations.
- c. Local government agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing [Marilyn.ebert@dgs.ca.gov](mailto:Marilyn.ebert@dgs.ca.gov) or [Wilson.Lee@dgs.ca.gov](mailto:Wilson.Lee@dgs.ca.gov) with the following information:

Local government agency  
Contact name  
Telephone number  
Mailing address  
Facsimile number and email address

- d. 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 - WSCA  
707 Third Street, 2nd Floor, MS #202  
West Sacramento, CA 95605-2811

Contact: Ashley Mistler  
Phone: (916) 375-4596  
Fax: (916) 375-4663  
E-Mail: [ashley.mistler@dgs.ca.gov](mailto:ashley.mistler@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/osp/pdf/std004.pdf>

**7. WSCA CONTRACT INFORMATION**

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

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

- WSCA 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

- For all orders under this contract, the ordering agency is not required to obtain three quotes.
- Exempt entities are not subject to these order limits.

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

### **THE WSCA/STATE OF CALIFORNIA CONTRACT NUMBER MUST BE SHOWN ON THE PURCHASE ORDER.**

State agencies shall use a Contract/Delegation 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. Direct link to the Standard Form 65: <http://www.documents.dgs.ca.gov/osp/pdf/std065.pdf>

The ordering agency defines the project scope to determine which goods and related services are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Contract/Delegation 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. WSCA BASE CONTRACT**

This WSCA contract is based on some or all of the products and/or services and prices from WSCA Multi-State Drug Testing Kits Contract, the State of Arkansas # SP-07-0437R.

A copy of the actual WSCA Master Agreement is available on the Internet at:

[http://www.arkansas.gov/dfa/procurement/documents/sp070437r\\_instant\\_tech.pdf](http://www.arkansas.gov/dfa/procurement/documents/sp070437r_instant_tech.pdf)

## **11. CONTRACT TERM**

The contract term for the California Participating Addendum is 12/23/2009 through 12/16/2014.

## 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. **PURCHASE ORDER DISTRIBUTION (Local Governments are exempt)**

For state agencies, copies of the STD. 65 with original signatures must be sent to the Contractor, State Controller and Department of General Services, Procurement Division. .

Department of General Services	State Controller's Office
Procurement Division	3301 C Street
Data Entry Unit-Second Floor North	Sacramento, CA 95814
P.O. Box 989052	Attn: Audit Unit
West Sacramento, CA 95798-9052	
IMS: Z-1	

## 14. **PAYMENTS AND INVOICES**

### a. **Payment Terms**

See **WSCA Supplier Contract Information** (Attachment A) for 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 copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment 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 8 (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.

**15. TERMINATION**

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

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**ATTACHMENT A**

**WSCA CONTRACT ORDERING INFORMATION**

Contractor Name	<b>Redwood Toxicology Laboratory, Inc.</b>
Contract Number	7-09-66-01
Contract Term Dates	12/23/2009 through 12/16/2014
WSCA Master Agreement	<a href="http://www.arkansas.gov/dfa/procurement/documents/sp070437r_instant_tech.pdf">http://www.arkansas.gov/dfa/procurement/documents/sp070437r_instant_tech.pdf</a>
CA Participating Addendum and General Provisions	<a href="http://www.pd.dgs.ca.gov/wsca/MultiStateDrugTestingKits.htm">http://www.pd.dgs.ca.gov/wsca/MultiStateDrugTestingKits.htm</a>
Ordering Address	3650 Westwind Boulevard Santa Rosa, CA 95403
Contact	Kristen Champion
Phone	(800) 255-2159 Ext. 34317
Fax	(707) 636-2809
Email	kchampion@redwoodtoxicology.com
Pricing (Website) Category Warranty Delivery Shipping Freight	<a href="https://www.bidsync.com/DPX?ac=agencycontlist">https://www.bidsync.com/DPX?ac=agencycontlist</a>
Contractor Ownership Information	Redwood Toxicology Laboratory, Inc. is a large business enterprise.
California Seller's Permit	Redwood Toxicology Laboratory, Inc.'s California Seller's Permit No. is 100734867.  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	68-0332937
CAL-Card Accepted	Redwood Toxicology Laboratory, Inc. accepts the State of California credit card (CAL-Card).  A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.