

State of California
**COOPERATIVE AGREEMENT
USER INSTRUCTIONS**
Supplement #9

Important Note: Supplement #9 replaces and supersedes the previous User Instructions version (Supplement #8 dated 12/18/2013).

ISSUE AND EFFECTIVE DATE: 01/15/2014	
TITLE/DESCRIPTION:	WSCA-NASPO Vehicle Lifts and Related Garage Equipment
CONTRACT NUMBER(S):	7-08-99-04 Mohawk Resources, LTD 7-10-99-05 Steril-Koni U.S.A., Inc. 7-08-99-06 Automotive Resources, Inc. dba Ari Hetra, Inc.
CONTRACT TERM:	Various through 3/31/2015
CONTRACT CATEGORY:	Non - IT Goods and Services
MAXIMUM ORDER LIMIT:	\$500,000
FOR OPTIONAL USE BY:	State Departments and Local Governmental Agencies
DGS-PD CONTRACT INFORMATION WEBSITE:	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/lifts.aspx
STATE CONTRACT ADMINISTRATOR:	Lori Tomita (916) 375-4580 lori.tomita@dgs.ca.gov

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
Steven Kobayashi, Manager
Multiple Awards Program Section

SUMMARY OF CHANGES		
Supplement No.	Revision Description	Effective Date
9	User Instructions Supplement #9 replaces and supersedes the previous User Instructions version (Supplement #8 dated 12/18/2013). Supplement #9 incorporates the following changes: <ul style="list-style-type: none">• Updated section 2 to remove Local government agencies must have a DGS billing code.	01/15/2014

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

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1. **SCOPE**

- a. The purpose of this WSCA Master Price Agreement is to provide a purchasing vehicle for Vehicle Lifts and Related Garage Equipment 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.
- b. 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.
- c. The contract term is various through 3/31/2015. 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. The use of this contract is *non-mandatory* for all State of California departments.
- b. 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.
- c. 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.
- 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. **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.

4. **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: Lori Tomita
Phone: (916) 375-4580
Fax: (916) 375-4663
E-Mail: Lori.Tomita@dgs.ca.gov

5. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

- a. 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. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.
- b. 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>

6. WSCA CONTRACT INFORMATION

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

7. DOLLAR THRESHHOLDS (Local Governments are Exempt)

- a. WSCA Program Limitation: **\$500,000.00**
 - 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.

8. EXECUTING THE PURCHASE ORDER

- a. **THE WSCA/STATE OF CALIFORNIA CONTRACT NUMBER MUST BE SHOWN ON THE PURCHASE ORDER.**
- b. State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.
- c. Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.
- d. 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>
- e. 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.
- f. 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.

9. WSCA BASE CONTRACT

- a. This WSCA contract is based on some or all of the products and/or services and prices from WSCA Vehicle Lifts and Related Garage Equipment Contract, the State Washington Contract No. 06405.
- b. A copy of the actual WSCA Master Agreement is available on the Internet at:
<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=06405>

10. CONTRACT TERM

The contract term for the California Participating Addendum is various through 3/31/2015.

11. 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.

12. PURCHASE ORDER DISTRIBUTION

For state agencies, copies of the STD. 65 with original signatures, or if using the CAL-Card must be sent to the Contractor, State Controller and Department of General Services, Procurement Division. For local agencies, copies of purchase orders are not required.

Department of General Services
Procurement Division
Data Entry Unit-Second Floor North
P.O. Box 989052
West Sacramento, CA 95798-9052
IMS: Z-1

State Controller's Office
3301 C Street, Room 404
Sacramento, CA 95814
Attn: Audit Unit

13. DELIVERY

Thirty (30) days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

14. PAYMENTS AND INVOICES

a. **Payment Terms**

- 1) See WSCA Supplier Contract Information (Attachment A) for Payment Terms.
- 2) 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.
- 3) 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.

16. AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) - SUPPLEMENTAL TERMS AND CONDITIONS

- a. 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.
- b. Click here to access the [ARRA Supplemental Terms and Conditions](#)
- c. 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](#).

ATTACHMENT A

CONTRACT ORDERING INFORMATION

Contractor Name	MOHAWK RESOURCES LTD
Contract Number	7-08-99-04
Contract Term Dates	6/30/2008 through 3/31/2015
WSCA Master Agreement	https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=06405
CA General Provisions	https://www.bidsync.com/DPX?ac=agencycontview&contid=3482
CA Participating Addendum	https://www.bidsync.com/DPX?ac=agencycontview&contid=3482
Ordering Address	P.O. Box 110 Vrooman Ave Amsterdam, NY 12010-0110
Contact	Steven Perlstein or Mary Bartlett
Phone	800/833-2006 Ext 24 Steve or Ext 11 Mary
Fax	518/842-1289
Email	sperlstein@mohawklifts.com or mbartlett@mohawklifts.com
Pricing (Website) Category Warranty Delivery Shipping Freight	http://www.mohawklifts.com/gov/CA
Contractor Ownership Information	Mohawk Resources LTD is a large business enterprise.
California Seller's Permit	Mohawk Resources LTD's California Seller's Permit No. is 30701811. Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov .
Payment Terms	Net 45 days
FEIN	30-0131596
CAL-Card Accepted	Mohawk Resources LTD 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.

ATTACHMENT A

CONTRACT ORDERING INFORMATION

Contractor Name	Stertil-Koni U.S.A, Inc.
Contract Number	7-10-99-05
Contract Term Dates	9/3/2010 through 3/31/2015
WSCA Master Agreement	https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=06405
CA General Provisions	https://www.bidsync.com/DPX?ac=agencycontview&contid=3482
CA Participating Addendum	https://www.bidsync.com/DPX?ac=agencycontview&contid=3482
Ordering Address	200 Log Canoe Circle Stevensville, MD 21666
Contact	Kellie Boehm
Phone	410/643-9001
Fax	410/643-8901
Email	Kellie@stertil-koni.com
Pricing (Website) Category Warranty Delivery Shipping Freight	https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=06405
Contractor Ownership Information	Stertil-Koni U.S.A, Inc. is a large business enterprise.
California Seller's Permit	Stertil-Koni U.S.A, Inc.'s California Seller's Permit No. is 100898337 Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov .
Payment Terms	Net 45 days
FEIN	52-2010741
CAL-Card Accepted	Stertil-Koni U.S.A, 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.