



**SOLICITATION – No. 09515
BREAST PUMPS, RELATED ACCESSORIES AND SERVICES**

Introduction

This solicitation is a competitive procurement issued by the Washington State Department of Enterprise Services (Enterprise Services) pursuant to RCW chapter 39.26. Enterprise Services intends to use this solicitation to establish a multi-state Contract for breast pumps, related accessories and service on behalf of the National Association of State Procurement Officials (NASPO).

The awarded Contract(s) will replace [Contract No. 01910](#) *Breast Pumps, Related Accessories and Services* due to expire on January 17, 2017.

Purchases will be made primarily by authorized, participating members of NASPO and the Special Supplemental Nutrition Program for Women, Infants and Children (WIC).

What is the NASPO ValuePoint Cooperative Purchasing Organization?

NASPO ValuePoint is a unified, nationally focused cooperative alliance aggregating the demand of all 50 states, the District of Columbia and the organized US territories, their political subdivisions and other eligible entities, spurring best, innovation and competition in the marketplace. The NASPO ValuePoint Cooperative Purchasing Organization provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all states with the purchasing power of their public entities, NASPO ValuePoint delivers best value, reliable, competitively sourced contracts that offer public entities outstanding pricing. Since 1993 WSCA-NASPO has been the cooperative purchasing arm of NASPO (the National Association of State Procurement Officials) encouraging, fostering and guiding the nation's most significant public contract cooperative.

The NASPO ValuePoint Cooperative Purchasing Organization LLC, is a nonprofit, wholly owned subsidiary of the National Association of State Procurement Officials (NASPO).

What is NASPO?

NASPO, the National Association of State Procurement Officials, is a nonprofit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices of the 50 states, District of Columbia and territories of the United States. NASPO is an organization through which the member purchasing officials provide leadership in professional public purchasing, improve the quality of purchasing and procurement, exchange information, and cooperate to attain greater efficiency and economy. Please visit www.naspo.org for additional information.

Master Contracts

Enterprise Services has statewide responsibility to develop 'master contracts' for goods and services. A Master Contract is a contract for specific goods and/or services that is solicited and established by

Enterprise Services on behalf of and for general use by specified “Purchasers” (see below). Typically, Purchasers use our Master Contracts through a purchase order or similar document.

MASTER CONTRACT USERS – PURCHASERS

The resulting Master Contract from this solicitation will be available for use by the following entities:

- All Washington state agencies.
- All authorized parties to the State of Washington’s [Master Contract Usage Agreement \(MCUA\)](#), including institutions of higher education, cities and counties, other political subdivisions or special districts, and public benefit nonprofit corporations.
- Authorized participating members of NASPO (please refer to [Exhibit F](#) for potential purchasers)

While use of the Master Contract is optional for political subdivisions and public benefit nonprofit corporations authorized by the MCUA, these entities’ use of the Master Contract can increase Master Contract use significantly.

All Purchasers are subject to the same contract terms, conditions, and pricing as state agencies.

SECTION 1 – DEADLINES, QUESTIONS, AND WHERE TO SUBMIT YOUR BID

This section identifies important deadlines for this solicitation and where to direct questions regarding the solicitation.

Important dates: The following table identifies important dates for this solicitation:

Solicitation Posting: October 14, 2016
Question & Answer Period: October 14 – 19, 2016 (By e-mail only to the Solicitation Coordinator listed below)
Amendment issued addressing Q&A: October 26, 2016
Deadline for submitting Bids: November 28, 2016
Anticipated Announcement of Apparent Successful Bidder(s): December 05, 2016
Anticipated Award of Master Contract(s): December 12, 2016

The solicitation (and award of the Master Contract) is subject to complaints, debriefs, and protests as explained in [Exhibit H – Complaint, Debrief & Protest Requirements](#), which may impact the dates set forth above.

Enterprise Services reserves the right to amend and modify this solicitation. Only bidders who have properly registered and downloaded the original solicitation directly via WEBS will receive notifications of amendments to this solicitation and other correspondence pertinent to this procurement. To be

awarded a Master Contract, bidders must be registered in WEBS. Visit <https://fortress.wa.gov/ga/webs> to register.

Questions: Questions or concerns regarding this solicitation must be directed to the following Procurement Coordinator:

Solicitation Procurement Coordinator	
Name:	Tim L. Shay
Telephone:	360-407-9410
Email:	tim.shay@des.wa.gov

Questions raised during the Q&A period will be answered and responses posted to WEBS.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the solicitation and provides information about this procurement, including the potential scope of the opportunity.

- 2.1. **PURPOSE OF THE PROCUREMENT – AWARD A MULTI-STATE MASTER CONTRACT.** The purpose of this solicitation is to receive competitive bids and award a multi-state master contract(s) for breast pumps and related accessories/services. Enterprise Services intends to award to multiple vendors as a result of this solicitation.
 - 2.2. **MASTER CONTRACT.** The form of the Master Contract that will be awarded as a result of this solicitation is attached as [Exhibit E NASPO Master Agreement](#)
 - 2.3. **CONTRACT TERM.** The initial term of this Master Agreement is for two (2) years. The Master Agreement may be extended beyond the original contract period for three (3) additional years at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
 - 2.4. **ESTIMATED SALES.** Annual total purchases are estimated at \$8,000,000.00 from the existing 39 user state WIC Programs. Purchase potential from other purchasers is unknown. Although Enterprise Services does not represent or guarantee any minimum or maximum purchase from the Master Contract, prior purchases under the previous contract are set forth in attached [Exhibit F Breast Pump Contract Spend 2015 by State](#).
-

SECTION 3 – HOW TO PREPARE AND SUBMIT A BID FOR THIS SOLICITATION

This section identifies how to prepare and submit your bid to Enterprise Services for this solicitation. In addition, bidders will need to review and follow the requirements included in [Exhibit A1 – Bidder Certifications](#), which identifies the information that bidders must provide to Enterprise Services to constitute a responsive bid. By responding to this solicitation and submitting a bid, bidders acknowledge they have read and understand the entire solicitation and accept all information contained within this solicitation.

- 3.1. **BID FORMAT.** Bids must be complete, legible, signed (in ink for hardcopy submittals and as specified for electronic submittals), and follow the instructions stated in [Exhibit A2 – Bidder Information](#).
- *Electronic bids:* Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF.
- 3.2. **BIDDER COMMUNICATIONS REGARDING THIS SOLICITATION.** During the solicitation process, all bidder communications regarding this solicitation must be directed to the Procurement Coordinator. See [Section 1](#) of this solicitation. Bidders should rely only on this solicitation and written amendments to the solicitation issued by the Procurement Coordinator. In no event will oral communications regarding the solicitation be binding.
- Bidders are encouraged to make any inquiry regarding the solicitation as early in the process as possible to allow Enterprise Services to consider and, if warranted, respond to the inquiry. If a bidder does not notify Enterprise Services of an issue, exception, addition, or omission, Enterprise Services may consider the matter waived by the bidder for protest purposes.
 - If bidder inquiries result in changes to the solicitation, written amendments will be issued and posted on WEBS.
 - Unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in bidder disqualification.
- 3.3. **PRICING.** Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this solicitation. See [Exhibit C –Price Worksheet](#). A bidder's failure to identify all costs in a manner consistent with the instructions in this solicitation is sufficient grounds for disqualification.
- **Inclusive Pricing:** Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a Master Contract, the total price for the goods and/or services shall be bidder's price as submitted. Except as provided in the Master Contract, there shall be no additional costs of any kind.
 - **Credit Cards (P-Cards):** In the event that bidder is awarded a Master Contract, the total price for the goods and/or services shall be the same regardless of whether purchasers make payment by cash, credit card, or electronic payment. Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.
- 3.4. **BIDDER RESPONSIVENESS.** Bidders must submit complete bids. See [Exhibit A2 – Bidder Profile](#). A bidder's failure to do so may result in a bid being deemed non-responsive and disqualified. Enterprise Services reserves the right to determine a bidders' compliance with the requirements specified in this solicitation and to waive informalities in a bid. Informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders.

3.5. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to Enterprise Services to constitute a responsive bid. The submittals may be delivered in hard copy or electronically as set forth below.

Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder’s failure to complete any submittal as instructed may result in the bid being rejected.

Bidders must identify each page of all submittals and any supplemental materials with bidder’s name.

- EXHIBIT A1 – BIDDER’S CERTIFICATION**
This document is the Bidder’s Certification.
Complete the certification (insert name of bidder, date, and sign), attach to the bid along with any exceptions, and submit to Enterprise Services.
- EXHIBIT A2 – BIDDER INFORMATION**
This document is required information for contract administration purposes.
Complete as instructed and submit with the bid to Enterprise Services.
- EXHIBIT B - SPECIFICATIONS**
Bidder should confirm that they meet or exceed the detailed specifications addressed in [Exhibit B – Specifications](#) by completing and returning Part One
- EXHIBIT C - PRICE WORKSHEET**
Bidder will need to complete the price worksheet templates as instructed in [Exhibit C –Price Worksheet](#).
- EXHIBIT D- NON-COST SUBMITTAL**
- COPY OF MANUFACTURER’S WARRANTIES FOR PRODUCTS BID**

3.6. **SUBMITTING BIDS.** Your bid – either hard copy or electronic – must be delivered to the following:

Deliver Bids to:		
Hard copy:	<p><u>Mail your bid to the following:</u> Washington Department of Enterprise Services Contracts, Procurement, & Risk Management P.O. Box 41411 Olympia, WA 98501-1411</p>	<p><u>Deliver your bid to the following:</u> Washington Department of Enterprise Services Contracts Procurement, & Risk Management 1500 Jefferson Street SE Olympia, WA 98501</p>
Electronic:	<p><u>Email your bid to the following:</u> tim.shay@des.wa.gov</p>	

Note for hard copy only: Utilizing the United States Postal Services creates an additional 1 to 2 days of mail processing. Enterprise Services does not accept responsibility for late bids.

Note for electronic bids only: Enterprise Services email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.

SECTION 4 – PROPOSAL EVALUATION

This section identifies how Enterprise Service will evaluate proposals.

4.1. **OVERVIEW.** Enterprise Services will evaluate proposals for this solicitation as described below.

- Bidder responsiveness, compliance with specifications, price factors and responsibility, will be evaluated based on the process described herein.
- Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- Enterprise Services reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in their bid; (4) Cancel an solicitation and re-solicit bids; and/or (5) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved.
- Enterprise Services will use the following process and evaluation criteria for an award of a Master Contract:
 - **Step 1: Bidder Responsiveness Evaluation**
 - **Step 2: Specification Evaluation**
 - **Step 3: Non-Cost Evaluation**
 - **Step 4: Pricing Evaluation/Scoring Criteria**
 - **Step 5: Bidder Responsibility Analysis**

4.2. **BIDDER RESPONSIVENESS (STEP 1).** Enterprise Services will review proposals – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this solicitation. This means that Enterprise Services will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. Enterprise Services reserves the right, in its sole discretion, to determine whether a bid is responsive. Bidders who receive a failing mark in Step 1 will not move forward to Step 2 of the evaluation process.

4.3. **SPECIFICATIONS EVALUATION (STEP 2).** Enterprise Services will evaluate each Proposal to ensure that each bidder’s product or service meets the specifications. Enterprise Services reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder (“ASB”). A bidder’s failure to provide requested information to Enterprise Services within five (5) business days may result in disqualification. Submittals that do not meet the minimum specifications provided in [Exhibit B](#) Part One will not move forward to Step 3 of the evaluation process.

4.4. **NON-COST EVALUATION (STEP 3). POSSIBLE 30 POINTS TOTAL.** Bidders who move forward to Step 3 will be evaluated on their responses to the required Non-Cost Submittal found in [Exhibit D](#). DES

shall designate an evaluation team to review, evaluate and score all Responses in accordance with the maximum points available, as shown below.

Customer Service/Communication Plan	10 Points
Company Experience/Capacity	10 Points
Implementation Plan	5 Points
Value-Added Service Proposal	<u>5 Points</u>

TOTAL **30 Points**

The evaluation team shall consist of a minimum of three (3) evaluators. Evaluators shall consider RCW 39.26.160 when reviewing, evaluating and scoring. Individual evaluator scores for each question will be averaged, rounded to two places to the right of the decimal point using standard rounding method, and then added together to determine the Bidder's total points earned for the Non-Cost Submittal.

4.5 SAMPLES. As part of the evaluation process, Bidders may be required to submit samples of the items listed in [Exhibit C](#).

All samples provided shall be identical to products quoted by Bidder and shall be labeled with Bidder's name, stock number, Bid number, Bid line item number. All samples are an express warranty, which shall also apply to all products provided under this Contract. Bidders failing to comply with this requirement risk Bid rejection or Contract termination.

Failure on the part of the Bidder to provide a required sample may cause your Bid to be rejected for lack of responsiveness. Where the solicitation does not require samples as part of your Bid, the State reserves the right to require samples prior to award or after award, all at the Bidder's expense. Failure to provide requested samples within ten (10) business days after request can result in Bid rejection.

If not destroyed in testing or required for quality control, the Bidders may request return of samples at their expense. The Bidder must provide desired method of return and exact postage or a call tag for samples to be returned. Each sample must be labeled with return address. If Bidder does not request return within thirty (30) calendar days of contract award, samples will be considered property of the state.

4.6 BID PRICING EVALUATION (STEP 4). Possible 70 points total. Bidders will be required to bid all or nothing. If no bid pricing is provided for a specific item, bid may be rejected as "non-responsive". Enterprise Services will evaluate bid prices to by reviewing and comparing the submitted bid prices provided in [Exhibit C Price Worksheet](#). Prices bid for the eight items specified in Exhibit C – Price Worksheet will be multiplied by the estimated two year usage quantity to determine the "extended total" by line item. Those line item totals will then be added together to determine the total bid price. To determine the lowest cost bidder, the Procurement Coordinator will apply any preferences or penalties provided by statute to the bidder's total. The Procurement Coordinator will then use the revised total to determine the lowest evaluated total price and corresponding score for pricing submitted in Section One of Exhibit C. The Bidder with the lowest total evaluation price will receive 70 points. Those proposals with a higher evaluation price will receive a proportionately lesser number of evaluation points based upon the lowest Bid, using the following formula:

Lowest total Bid evaluation cost divided by a higher total Bid evaluation cost (Bid that is being evaluated) multiplied by number of available points equals the cost factor evaluation points.

Points will be rounded to two places to the right of the decimal point using standard rounding method.

- **Sample Calculation using Bidder A = \$100,000 and Bidder B = \$110,000**
 - **Bid B calculation – $\$100,000(A) / \$110,000(B) = 0.909 \times 70$ (max points available) = 63.63 Cost points (rounded to two places to the right of the decimal point using standard rounding).**
 - **Bidder A is the lowest total Bid evaluation cost, so it would be assigned all of the 70 points.**

The Price Sheet Scoring and Non-Cost Submittal point totals will be added together to represent the total points received by each Responsive Bidder to this RFP.

5 **RESPONSIBILITY ANALYSIS (STEP 5).** For responsive bids, Enterprise Services may make reasonable inquiry to determine the responsibility of any bidder. Determination of responsibility will be made on a pass/fail basis.

- **Financial Information:** Enterprise Services may request financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary. Failure to respond to these requests may result in a bid being rejected as non-responsive.
- **References:** Enterprise Services reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

6 **DETERMINATION OF APPARENT SUCCESSFUL BIDDER (ASB).** The ASBs will be the responsive and responsible bidders with the highest evaluation scores using the evaluation methodology set forth above. If other Bidder's evaluation scores fall within 20% of the highest evaluation score, Enterprise Services will consider, at its sole discretion, whether it is in the best interest of Participating Entities to also award contracts to those Bidders.

Designation as an ASB does not imply that Enterprise Services will issue an award for a Master Contract to your firm. Rather, this designation allows Enterprise Services to perform further analysis and ask for additional documentation. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.

Upon announcement of the ASB, bidders may request a debrief conference as specified in [**Exhibit H – Complaint, Debrief & Protest Requirements**](#).

7 **BID INFORMATION AVAILABILITY.** Enterprise Services will post bid response and evaluation information to the Enterprise Services' website.

EXHIBIT A1 – BIDDER’S CERTIFICATION

Solicitation No.:	09515 NASPO Breast Pumps, Related Accessories and Services
Bidder Company Name:	

Bidder makes this certification as a required element of submitting this bid, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the solicitation are conditions precedent to the award or continuation of the resulting Master Contract.

1. Bidder has read, understands, and agrees to abide by the solicitation.
2. Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Master Contract, unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other person to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.
3. Bidder’s attached bid is a firm offer for a period of one hundred and twenty (120) days following the bid due date specified in the solicitation, and it may be accepted by Enterprise Services without further negotiation at any time within such one hundred and twenty (120) day period. In the event of a protest, bidder’s bid will remain valid for one hundred and twenty (120) days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this bid, bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this solicitation, or prospective master contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
5. Bidder understands that the State of Washington will not reimburse bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
6. Bidder understands that its submittal of a bid and execution of this Bidder’s Certification certifies bidder’s willingness to comply with the Master Contract if awarded such. By submitting this bid, bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in the Master Contract.

DATED this ____ day of _____, 2016.

Print Name of Company

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

EXHIBIT A2 – BIDDER INFORMATION

Company Information		
Legal Company name (from Business License) and address _____ _____ _____	Indicate entity type (LLC, Inc., Corp., etc.): _____	
	Indicate state of registration/incorporation: _____	
Wash. Dept. of Revenue Registration No. Unified Business Identifier (UBI)	_____	
Federal Tax ID No. (TIN) If TIN is a Social Security number, provide only the last four digits	_____	
Is your firm certified as a minority or woman owned business with OMWBE?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide MWBE certification no. _____	
Is your firm a self-certified Washington State small business?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, what is your business size? Small <input type="checkbox"/> Mini <input type="checkbox"/> Micro <input type="checkbox"/>	
Is your firm certified as Veteran Owned with Washington State Department of Veteran Affairs?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide WSDVA certification no. _____	
Contract Management Points of Contact		
Authorized Representative Name: _____ Email: _____ Phone: _____	Contract Administrator Name: _____ Email: _____ Phone: _____	
Sales Reporting Representative Name: _____ Email: _____ Phone: _____	Sales Reporting Alternate Name: _____ Email: _____ Phone: _____	
Management Fee Representative Name: _____ Email: _____ Phone: _____	Management Fee Contact Alternate Name: _____ Email: _____ Phone: _____	
Address to send management fee invoices Company name: _____ Attn: _____ Address: _____ City/State/Zip: _____		

Ordering/Sales Points of Contact (expand as necessary)			
Name	Phone Number	E-mail	Area of Responsibility

REFERENCES

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope, as described in the solicitation.

Reference 1	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
Reference 2	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
Reference 3	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____

SUBCONTRACTORS/DEALERS

If applicable, identify any subcontractors or dealers who will perform services in fulfillment of contract requirements. Include a federal tax identification number (TIN) for each subcontractor; if TIN is a SSN, only provide the last four (4) digits. If a subcontractor is a certified minority or woman-owned business, small business or Veteran owned indicate that socio-economic status in the table below. Also include the nature of services to be performed by that subcontractor/dealer. Expand the table below as needed.

The contractor, by including subcontractor(s) as part of your signed bid, agrees to assume responsibility for contract obligations and any liability for all actions of such subcontractors. Enterprise Services reserves the right to approve or disapprove any subcontractor.

Sub/Dealer	TIN	Socio-economic Status	Nature of services covered by Sub/Dlr.

PURCHASE CARDS

Please indicate which types of purchasing (credit) cards are accepted (note: any card fees must be included in the unit price of the bid):

Visa Master Card American Express Discover Other: _____

PROMPT PAYMENT DISCOUNT

Does Bidder offer a discount for PPD? ___% ___ days, Net 30 days

Delivery: ___ days FOB Destination, freight prepaid and included (must be 30 days or less to be considered responsive to this solicitation).

COST COMPONENT BREAKDOWN

Upon award, contractors will be requested to provide a cost component breakdown to assist with future price increase requests.

A cost breakdown shows the individual components that comprise the total cost of the good and/or service. The individual components are expressed as a percent of the total cost. All the individual component percentages should equal 100 percent when added together. To better estimate market fluctuations and influences with regard to the product(s) being bid, bidders are to identify the percent breakdown for the factors that comprise their bid price. Some common cost categories are provided for your convenience but are not mandatory to use. Bidder may modify the table below as needed:

Cost Breakdown	
Activity	Percentage Breakdown
Labor	
Delivery (fuel, vehicles)	
Insurance	
Overhead	
[Insert Goods/Service Cost Here]	
	100%

EXHIBIT B – SPECIFICATIONS – BREAST PUMPS, RELATED ACCESSORIES AND SERVICES

PART ONE

Required technical specifications are listed in the table below. Failure to comply with any of the specifications listed in this section may be cause to find your bid non-responsive. This section must be returned with your response.

	DESCRIPTION	Check if as Specified
1.0	PERSONAL-USE DOUBLE ELECTRIC BREAST PUMP	
1.1	Each box must be labeled with the contents identifiable from the outside of the box and quantity of pump(s) on the exterior of each box.	
1.2	The serial number of each pump must be tamper resistant, accessible without complete disassembly of the housing unit and comply with the FDA Electronic Code of Federal Regulations .	
1.3	Within one year of contract implementation, all pumps must be marked with an identifier approved by DES that uniquely identifies the pump as a WIC issued pump.	
1.4	If applicable, language must be imprinted on the pump or carrying case, specifying that the pump is for a single user only and may present a health risk if used by more than one person.	
1.5	The personal use double electric breast pump (personal-use pump) unit must be packaged with pre-assembled milk collection kit (with or without bottles pre-assembled).	
1.6	The personal-use breast pump must have single and double pumping capacities.	
1.7	The pump kit must be capable of functioning as a manual pump and must contain all parts necessary to easily convert to a manual pump.	

1.8	<p>The personal-use pump kit must include breast flanges which:</p> <ul style="list-style-type: none"> • Accommodate at least two different sizes within the 24 - 31 mm range, either by providing 2 separate sets of flanges, or 1 set of flanges flexible enough to fit all users within this range. • Are free of sharp edges. • Are effective and comfortable for users. <p>Additionally, smaller (21 mm) or larger (up to 36 mm) breast flanges must fit the pump kit without the need to purchase additional parts or accessories.</p>	
1.9	<p>The personal-use pump kit must include two extra sets of membranes or valves.</p>	
1.10	<p>The personal-use pump kit must contain 4 bottles which:</p> <ul style="list-style-type: none"> • Are reusable. • Have a minimum four ounce capacity. • Are Bisphenol-A (BPA) Free. • Include a spill-proof cap which is easy to remove. 	
1.11	<p>Personal use pump kits must be easy to disassemble and reassemble for cleaning. Parts of the pump that come in contact with milk must:</p> <ul style="list-style-type: none"> • Be easily cleaned with a household detergent and/or home sterilization by boiling water bath, dishwasher and/or steam cleaning. • Maintain integrity and functionality after daily sanitation during the specified warranty period. 	
1.12	<p>Carrying Case must be included and:</p> <ul style="list-style-type: none"> • Securely accommodate the pump-motor assembly and pump kit accessories. • Include an insulated compartment, or separate bag, that contains hard, puncture resistant cooling elements and be large enough to store four manufacturer's bottles. • Be made of a sturdy, durable material that allows for surface cleanings. • Include a shoulder strap that facilitates carrying the pump. 	

1.13	The personal-use breast pump unit, with carrying case, must weigh less than 9 pounds, excluding the insulated case and cooling elements.	
1.14	The personal-use breast pump unit must not exceed a maximum of -270 mm Hg when used according to manufacturer's instructions. A cycle, by definition, must be measured from the beginning of pressure raise (suction), to the beginning of the next pressure raise that reaches the same pressure level.	
1.15	The personal-use breast pump must have the ability to create an automatic suction cycle between 30 and 90 cycles per minute during the milk extraction phase.	
1.16	The breast milk pathway must be visible and must not allow milk to contact the pump housing unit or internal pump-motor unit at any time when the pump is used per manufacturer's instructions.	
1.17	The personal-use breast pump must contain a suction regulator that allows the individual user to adjust suction pressure while using the pump, if suction regulator is not contained within the pump kit.	
1.18	The personal-use breast pump must contain a mechanism for automatic release of suction at the end of each cycle.	
1.19	The personal-use breast pump must maintain a consistent vacuum fluctuation range as the collection container fills with milk, regardless of container size or single/double pumping action.	
1.20	<p>The personal-use breast pump motor must:</p> <ul style="list-style-type: none"> • Meet the electrical requirement of a 110-VAC, 60-Hz power input. • Comply with all FDA regulations for a Class II Medical Device. • Meet the requirements of Underwriters Laboratories Inc.® The UL Mark on the breast pump will be accepted as evidence of compliance. • Have a receptacle compatible with the battery pack and vehicle adapter listed in Section 6.0 of this table. (Battery and vehicle adapter may be sold separately). 	

1.21	<p>Replacement parts must be available on the contract and available for purchase by End-User. These include:</p> <ul style="list-style-type: none"> • Membrane and/or valves. • Filters. • Tubing. • Flanges. • Power cords, if detachable. 	
1.22	<p>Warranty All components will be guaranteed against failure from faulty design, materials or workmanship for a period of not less than one year from the date of distribution to the End-User (see Appendix H for definition of End-User).</p> <p>During the warranty period, the defective component must be repaired or replaced by the supplier/manufacturer without cost to the customer within 30 days of the receiving the defective pump.</p>	
2.0 MULTI-USER DOUBLE ELECTRIC BREAST PUMP		
2.1	Unit must be packaged one pump per box and labeled with the contents identifiable from the outside of the box and serial number of the pump on the exterior of each box.	
2.2	The serial number of each pump must be tamper resistant, appear on the exterior of the pump and comply with the FDA Electronic Code of Federal Regulations .	
2.3	The multi-user breast pump unit must be compatible with a pre-packaged, easy-to-assemble double pumping accessory kit that meets the <i>Multi-User Double Electric Breast Pumping Kit</i> specifications without adaptive or accessory equipment.	
2.4	Carrying Case must be included and: <ul style="list-style-type: none"> • Must securely accommodate the pump-motor assembly and pump kit accessories. 	

	<ul style="list-style-type: none"> • Be made of a rigid, durable, non-porous material that allows for frequent cleaning and sanitizing. Additional carrying case options are considered value-added items and should be included in Exhibit C Price Worksheet, Section 2. • Must include a shoulder strap that facilitates carrying the pump. 	
2.5	The multi-user pump unit must be designed for multiple users (see Appendix H for a definition of multi-user pump).	
2.6	The multi-user breast pump unit must not exceed 12 pounds including carrying case.	
2.7	The multi-user breast pump unit must not exceed a maximum of -270 mm Hg when used according to manufacturer's instructions. A cycle, by definition, must be measured from the beginning of pressure raise (suction), to the beginning of the next pressure raise that reaches the same pressure level.	
2.8	The multi-user breast pump must have the ability to create an automatic suction cycle of between 30 and 90 cycles per minute during the milk extraction phase.	
2.9	The multi-user breast pump unit must be effective at establishing a mother's milk supply of a minimum of 500 ml each 24 hour period after day 5 postpartum. Vendor may be required to provide supporting research upon request.	
2.10	The multi-user breast pump must have single and double pumping capacities.	
2.11	The breast milk pathway must be visible and must not allow milk to contact the pump housing unit or internal pump-motor unit at any time when the multi-user pump is used per manufacturer's instructions.	
2.12	The multi-User breast pump must contain a suction regulator that allows the individual user to adjust suction pressure while using the pump, if suction regulator is not contained within the pump kit.	
2.13	The multi-user breast pump must contain a mechanism for automatic release of suction at the end of	

	each cycle.	
2.14	The multi-user breast pump must maintain a consistent vacuum fluctuation range as the collection container fills with milk, regardless of container size or single/double pumping action.	
2.15	The multi-user double breast pump motor must: <ul style="list-style-type: none"> • Meet the electrical requirement of 110-VAC, 60-Hz power input. • Comply with all FDA regulations for a Class II Medical Device. • Meet the requirements of Underwriters Laboratories Inc. ® the UL Mark on the breast pump will be accepted as evidence of compliance. 	
2.16	The multi-user double breast pump must contain an electrical cord not less than 6 feet in length.	
2.17	Replacement parts must be available on the contract. These include: <ul style="list-style-type: none"> • Power cords, if detachable. • Case. • Closing mechanism of case. • Shoulder strap. 	
2.18	Warranty All components will be guaranteed against failure from faulty design, materials or workmanship for a period of not less than three (3) years from the date of distribution to the End-User . During the warranty period, the defective component must be repaired or replaced by the supplier/manufacturer without cost to the customer. Repairs should be completed and the pump returned to the local agency by the manufacturer within 30 days of receipt.	
3.0	DOUBLE PUMP KIT FOR MULTI-USER DOUBLE ELECTRIC BREAST PUMP	

3.1	The double pump kit for multi-user double electric pump must be compatible with the multi-user double electric breast pump offered on the Contract.	
3.2	The double pump kit for multi-user double electric pump must be packaged with pre-assembled milk collection kit (with or without bottles pre-assembled).	
3.3.	The double pump kit for multi-user double electric pump must have single and double pumping capacities.	
3.4	The double pump kit for multi-user double electric pump must be capable of functioning as a manual pump and must contain all parts necessary to easily convert to a manual pump.	
3.5	<p>The double pump kit for multi-user double electric pump must include breast flanges which:</p> <ul style="list-style-type: none"> • Accommodate at least two different sizes within the 24 - 31 mm range, either by providing 2 separate sets of flanges, or 1 set of flanges flexible enough to fit all users within this range. • Are free of sharp edges. • Are effective and comfortable for users. <p>Additionally, smaller (21 mm) or larger (up to 36 mm) breast flanges must fit the pump kit without the need to purchase additional parts or accessories.</p>	
3.6	The double pump kit for multi-user electric pump must include two extra sets of membranes or valves.	
3.7	<p>The double pump kit for multi-user double electric pump must contain 2 bottles which:</p> <ul style="list-style-type: none"> • Are reusable. • Have a minimum four ounce capacity. • Are Bisphenol-A (BPA) free • Include a spill-proof cap which is easy to remove. 	
3.8	The double pump kit for multi-user double electric pump must be easy to disassemble and reassemble for cleaning. Parts of the pump that come in contact with milk must:	

	<ul style="list-style-type: none"> • Be easily cleaned with a household detergent and/or home sterilization by boiling water bath, dishwasher and/or steam cleaning. • Maintain integrity and functionality after daily sanitation during the specified warranty period. 	
3.9	The double pump kit must contain a suction regulator that allows the individual user to adjust suction pressure while using the pump, if suction regulator is not located on the pump.	
3.10	The breast milk pathway must be visible and must not allow milk to contact the pump housing unit or internal pump-motor unit at any time.	
3.11	The double pump kit must contain a mechanism for automatic release of suction at the end of each cycle when used with the multi-user pump.	
3.12	The double pump kit must maintain a consistent vacuum fluctuation range as the collection container fills with milk, regardless of container size or single/double pumping action.	
3.13	<p>Replacement parts must be available on the contract and available for purchase by End-User. These include:</p> <ul style="list-style-type: none"> • Membrane and/or valves. • Tubing. • Flanges. <p>Information for buying replacement parts must be included in instructions and educational materials.</p>	
3.14	<p>Warranty</p> <p>All components will be guaranteed against failure from faulty design, materials or workmanship for a period of not less than 90 days from the date of issuance to the End-User.</p> <p>During the warranty period, the defective component must be repaired or replaced by the supplier/manufacturer without cost to the customer within 30 days of receipt by the manufacturer.</p>	

4.0	MANUAL BREAST PUMP	
4.1	Manual breast pump can be a one or two-handed pump and must include: <ul style="list-style-type: none"> • All parts necessary to pump at least one breast. • At least one extra membrane and/or valve. 	
4.2	Unit is portable and does not exceed 10 lbs. in weight.	
4.3	Operates at a maximum suction pressure of -270mm Hg at the breast shield during use.	
4.4	Suction must be adjustable during use.	
4.5	Designed to prevent breast milk from coming in contact with the internal working parts of the pump when used correctly. The pump cylinder is not to be used as a milk-collecting container.	
4.6	The manual pump must contain two breast flanges which: <ul style="list-style-type: none"> • Accommodate at least two different sizes within the 24 - 31 mm range, either by providing 2 separate sets of flanges, or 1 set of flanges flexible enough to fit all users within this range. • Are free of sharp edges. • Are effective and comfortable for users. <p>Additionally, smaller (21 mm) or larger (up to 36 mm) breast flanges must fit the pump kit without the need to purchase additional parts or accessories.</p>	
4.7	The manual pump must include at least one bottle that meets the following requirements: <ul style="list-style-type: none"> • Reusable with a minimum four ounce capacity. • Bisphenol-A (BPA) free. • Includes a spill-proof cap which is easy to remove. 	

4.8	<p>Manual pump must be easy to disassemble and reassemble for cleaning.</p> <p>Parts of the pump that come in contact with milk must:</p> <ul style="list-style-type: none"> • Be easily cleaned with a household detergent and/or home sterilization by boiling water bath, dishwasher and/or steam cleaning. • Maintain integrity and functionality after daily sanitation during the specified warranty period. 	
4.9	<p>Replacement parts must be available on the contract and available for purchase by End-User. These include:</p> <ul style="list-style-type: none"> • Membrane and/or valves. • Flanges. <p>Information for buying replacement parts must be included in instructions and educational materials.</p>	
4.10	<p>Warranty</p> <p>All components will be guaranteed against failure from faulty design, materials or workmanship for a period of not less than 90 days from the date of issuance to the End-User.</p> <p>During the warranty period, the defective component must be repaired or replaced by the supplier/manufacturer without cost to the customer within 30 days of receipt by the manufacturer.</p>	
5.0	SPECIALTY FLANGES FOR BREAST PUMPS	
5.1	<p>Flanges must be available in variety of specialty sizes with openings from 21 – 36 mm</p> <ul style="list-style-type: none"> • Be interchangeable without purchase of additional accessories. • Be available on and off contract for separate purchase. 	
5.2	<p>Must be compatible with:</p> <ul style="list-style-type: none"> • <i>Personal-Use Double Electric Breast Pump (Item 1.0).</i> • <i>Multi-user Double Electric Pumping Kit (Item 3.0).</i> • <i>Manual Breast Pump (Item 4.0).</i> 	

5.3	Covered by a parts warranty for a minimum of 90 days after issuance to the End-User .	
5.4	Flanges must be easy to disassemble and reassemble for cleaning and must: <ul style="list-style-type: none"> • Be easily cleaned with a household detergent and/or home sterilization by boiling water bath, dishwasher and/or steam cleaning. • Maintain integrity and functionality after daily sanitation during the specified warranty period • Be free of sharp edges. • Be effective and comfortable for users. 	
6.0	Alternate Power Sources	
6.1	Battery pack for personal-use double electric breast bump must be: <ul style="list-style-type: none"> • Compatible with personal-use electric breast pump. • Capable of running the pump for a minimum of one hour when batteries are fully charged. • Covered under warranty for a minimum of 90 days after issuance to End-User. 	
6.2	Vehicle lighter adapter for personal-use double electric breast pump must be: <ul style="list-style-type: none"> • Designed for use with personal-use electric breast pumps. • Compatible with most vehicle types. • Covered under warranty for a minimum of 90 days after issuance to End-User. 	
7.0	OPTIONAL ITEMS	
7.1	Battery pack for multi-user pump Bidder has the <u>option</u> of submitting pricing for a battery pack that is compatible with the multi-user electric breast pump. Battery packs must be: <ul style="list-style-type: none"> • Compatible with Item 2.0 Multi-User double electric breast pump. • Capable of running the pump for at least one hour when batteries are fully charged. • Covered under warranty for a minimum of 90 days after issuance to End-user. 	

7.2	<p>Vehicle Lighter Adapter for Multi-User Electric Breast Pump</p> <p>Bidder has the <u>option</u> of submitting pricing for a vehicle lighter adapter that is compatible with the multi-user electric breast pump. Vehicle lighter adapter must be:</p> <ul style="list-style-type: none"> • Compatible with Item 2.0 multi-user double electric breast pump. • Compatible with most vehicle types. • Covered under warranty for a minimum of 90 days after issuance to End-User. 	
7.3	<p>Reconditioned Pumps</p> <p>Bidder has the <u>option</u> of submitting pricing on reconditioned multi-user pumps. For the purpose of this bid, the definition of "Reconditioned" means a used product which has been completely disassembled, inspected, repaired as necessary, reassembled, tested and approved in the same manner and to the same tolerances and limits as a new manufactured product using either new or used parts. This process must be performed by the original manufacturer. Remanufactured products must carry a 1-year warranty and meet the all the specifications of the product, with the exception of the warranty period.</p>	

PART TWO

8. INSTRUCTIONS AND EDUCATIONAL MATERIALS

Educational materials/ instructions must be enclosed with each pump and pump kit. All product literature and instructions must include:

- Clear graphical illustrations for pump kit assembly, use and cleaning.
- An abbreviated visual instruction permanently affixed to the pump (required for multi-user pumps only).
- Guidelines for safe collection, handling and storage of pumped milk.
- Instruction in English and Spanish* at the 6th grade reading level or lower.
- Information stating whether the pump is meant for multiple or single users.
- Model numbers matching the model numbers on the products.
- A toll-free customer service number with hours of operation.
- Website address.

- All online content must be mobile-friendly.

An instructional DVD, or access to a mobile-friendly online video must be included with each personal-use pump. If an online format is used, information on how to access the video(s) must be included with the printed materials enclosed with the pump and pump kit. The DVD or online video must include:

- Instructions for pump assembly, attachment of collection kit, use and cleaning of pump.
- Guidelines for the safe handling and storage of pumped milk.
- Instructions in English and Spanish*.
- Information appropriate for product users of varying educational levels.
- No mention or advertisement of infant feeding supplements.
- A toll-free Customer Service number with hours of operation.
- Link to website.

NOTE: If an online video is used, a DVD must be available upon request.

*Instructions and materials must be available in languages other than English and Spanish upon request, as well as in large print and alternative formats. These materials must be available in print or by electronic download. Additionally, the Contractor will agree to allow the NASPO participating entities to translate any instructional materials included with the products offered in this bid into other languages and alternate formats.

All product literature and instructions must be:

- Pre-approved by the state of Washington Contract Administrator prior to printing.
 - Contractor will send printed materials for approval within 30 calendar days after award.
 - The Contract Administrator must return the printed materials to the Contractor within 30 calendar days.
- Free of advertisement of infant feeding supplements.

9. CUSTOMER SERVICE

Phone support including a toll-free customer service number must be available no less than 40 hours a week (five days). This customer service number and hours of operation must be included in the product literature and instructions.

10. TRAINING

Upon request by a Participating Entity, Contractor must provide a minimum of one (1) hour training for assembly, use and cleaning of equipment. Training can be in person, webinar or regional as mutually agreed upon by the Participating Entity and the contractor. Any costs for training must be paid by the Contractor and will not be reimbursed by Participating Entities.

Training materials must be provided by the Contractor. Such assistance must be available within 60 calendar days after delivery of product upon request. Contractor must provide appropriate training documentation or operating documentation covering all functionalities and required operator maintenance issues. A training video may replace the in-person training for locations that are outside of the continental US. Participating Entities may also request specific training on an as-needed basis at no cost to the NASPO Participating Entities.

11. DELIVERY

Contractor must complete delivery within 30 calendar days of receipt of order. Bidder must indicate delivery time on the [Bidder Profile Submittal](#), A1 in the space provided. Any bids responses received with a delivery date that is longer than 30 calendar days may be rejected as non-responsive. All deliveries must be F.O.B. Destination with all transportation and handling charges prepaid and included in unit pricing by the Contractor

Product will be purchased on an “as needed” basis with delivery as follows to the following locations for each participating entity:

Alaska	Delivery must be made during normal business to multiple WIC agency locations.
American Samoa	Delivery must be made to one warehouse located in Pago Pago.
Arizona	Delivery must be made during normal business to multiple WIC agency locations.
California	Delivery must be made during normal business to multiple WIC agency locations.
District of Columbia	Delivery must be made to the WIC State Agency; Attention: Breastfeeding Coordinator 2100 MLK Ave, SE Suite 409, Washington, DC 20020

Hawaii	Delivery must be made during normal business to multiple WIC agency locations.
Idaho	Delivery must be made during normal business to multiple WIC agency locations.
ITCA	Delivery must be made during normal business to multiple WIC agency locations.
Kansas	Delivery must be made during normal business to multiple WIC agency locations.
Louisiana	Delivery must be made during normal business to multiple WIC agency locations.
Oklahoma	Delivery must be made during normal business to multiple WIC agency locations.
Oregon	Delivery must be made during normal business to multiple WIC agency locations.
Nevada	Delivery must be made during normal business to multiple WIC agency locations.
Commonwealth of the Northern Mariana Islands	Delivery must be made during normal business to multiple WIC agency locations.
South Dakota	Delivery must be made during normal business to multiple WIC agency locations.
Utah	Delivery must be made during normal business to multiple WIC agency locations.
Wyoming	Delivery must be made during normal business to multiple WIC agency locations.
Washington	Delivery must be made during normal business to multiple WIC agency locations.

12. PRODUCTS OFFERED

Proposal must be for new, first quality goods. Reconditioned or used equipment is not acceptable

13. EQUIPMENT ELECTRICAL CERTIFICATION

As required by RCW 19.28.010 and WAC 296-24-956, all electrical equipment purchased must conform to the applicable standard(s) or be otherwise certified by Underwriters Laboratories, Inc. or other recognized laboratory facility acceptable to DES.

Unless indicated in the bid document, the above certification must apply to the equipment as a whole, not the individual components of that equipment.

14. MINIMUM ORDERS

Bidders may not specify any minimum order requirements as part of their response to this Solicitation.

15. WARRANTY

Bidders must include, as part of the bid, the factory and/or manufacturer's warranty, which must cover 100% parts and labor for the entire unit offered. This warranty must be honored by all authorized factory and/or manufacturer's dealerships. Minimum warranty period for each item is listed in the [Technical Specifications Table](#) above.

Should product fail to function and it is reported prior to the expiration date of the warranty, the Contractor must make repairs as necessary or replace the unit at the Contractor's option. Shipping costs to and from the repair facility must be paid by the Contractor. Contractor must provide loaners or replacement equipment if equipment cannot be repaired or replaced and returned to the user within 30 days of receipt. All shipping costs for the loaners must be paid by the Contractor.

If bidder is not an authorized service facility for item(s) bid, a letter from the service facility indicated must accompany bid certifying that service support will be provided. Failure to receive this certification may be cause for rejection of bid.

16. REPAIR AND CLEANING SERVICES

Repair services must be available to all participating entities. Repair services must be provided to US Territories, Alaska, and Hawaii within a time period to be mutually agreed upon between the Contractor and the Participating Entities outside of the Continental United States. Contractor must respond within 24 hours and resolve issue within 30 days.

Contractor must provide a minimum of 100 free pump cleanings annually to each participating entity due to insect infestations for their pumps only. Participating entities will be responsible for payment of product shipping to the repair facility. Contractor must be responsible for payment of return shipping to the participating entity. Contractor may negotiate additional free or low cost cleanings with participating states after contract award. This cleaning and repair requirement extends to equipment purchased outside of this contract.

17. USE OF SUBCONTRACTORS

DES will accept responses that include third party involvement only if the bidder submitting the response agrees to take complete responsibility for all actions of such subcontractors. Bidder must state whether subcontractors are/are not being used.

If applicable, bidder must identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification

number (TIN), and anticipated dollar value of each subcontract. Bidder must provide subcontractor information as part of the [Bidder Profile Submittal](#).

The state of Washington reserves the right to approve or reject any and all subcontractors that bidder proposes.

Specific restrictions apply to contracting with current or former state employees pursuant to [Chapter 42.52 RCW](#). Bidders should familiarize themselves with the requirements identified in *Exhibit D – Master Contract*.

EXHIBIT C – PRICE WORKSHEET

1. MANDATORY PRICING SUBMITTALS

Bidder shall provide pricing for each item listed in Section One Mandatory Price Worksheet. Pricing must be submitted in US Dollars, rounded to two decimal places. Bidders shall provide unit pricing as well as an extended total, based on the estimates provided in the column titled “Total Estimated 2 Year Usage”. In the event of an error in the extension of prices, the unit price shall prevail. Failure to provide pricing for all of the items listed in Section One may be cause for bid rejection.

Item	Description	Total Estimated 2 Year Usage	Pack Size	Unit Price	Extended Total
1.0	PERSONAL-USE DOUBLE ELECTRIC BREAST PUMP Brand/Model: _____	42,110 EA		\$ _____	\$ _____
2.0	MULTI-USER DOUBLE ELECTRIC BREAST PUMP Brand/Model: _____	6,400 EA		\$ _____	\$ _____
3.0	KIT for MULTI-USER E DOUBLE ELECTRIC BREAST PUMP Brand/Model: _____	105,600 EA		\$ _____	\$ _____
4.0	MANUAL BREAST PUMP- One-Hand Brand/Model: _____	50,740 EA		\$ _____	\$ _____
5.0a	LARGE SPECIALTY FLANGES (30 to 31 mm) Brand/Model: _____	1100 EA		\$ _____	\$ _____
5.0b	EXTRA LARGE SPECIALTY FLANGES (36 mm and above) Brand/Model: _____	1100 EA		\$ _____	\$ _____

Item	Description	Total Estimated 2 Year Usage	Pack Size	Unit Price	Extended Total
5.0c	SOFT/FLEXIBLE SPECIALTY FLANGES Brand/Model: _____	1100 EA		\$ _____	\$ _____
6.0	BATTERY PACK for PERSONAL-USE DOUBLE ELECTRIC BREAST PUMP Brand/Model: _____	175 EA		\$ _____	\$ _____
7.0	VEHICLE LIGHTER ADAPTER for PERSONAL-USE ELECTRIC DOUBLE BREAST PUMP Brand/Model: _____	2300 EA		\$ _____	\$ _____
8.0	Pump Cleanings Due to Insect Infestation- Bidder agrees to provide a minimum of <u>100 free cleanings</u> annually to each participating state. Bidder must specify cost, per unit, for additional cleanings due to insect infestation. Although pricing for this service is a requirement of the Price Sheet Submittal, the price will not be factored into the scoring calculation.			\$ _____	

2. OPTIONAL PRICING SUBMITTALS

Pricing submittals for Section Two below is optional and will not be part of the cost evaluation. Bidders may propose pricing for all of the items listed in Section Two, or a portion thereof. Optional pricing will be evaluated to determine if percentage discount is in line with pricing submittals provided in Section One. The State reserves the right to exclude pricing submittals for Section Two in any award.

SECTION TWO – OPTIONAL PRICE SHEET

Item #	Accessory	Mfr./Product Number	Pack Size	List Price	% Discount off List Price	Discounted Price
1	Battery Pack for Multi-User Double Electric Breast Pump (Must be compatible with Item # 1.2.0)			\$	%	\$

2	Vehicle Lighter Adapter for Multi-User Electric Double Breast Pump (Must be compatible with Item # 1.2.0)			\$	%	\$
3	Manual Breast Pump, Two-Handed			\$	%	\$
4	Milk Collection Storage Bags			\$	%	\$
5	Bra Pads, Washable			\$	%	\$
6	Nipple Shields			\$	%	\$
7	Nipple Shields, Regular			\$	%	\$
8	Sleep Bra			\$	%	\$
9	Micro Steam Bags			\$	%	\$
10	Infant Scale (accurate within 2 grams)			\$	%	\$
11	Vacuum Gauge			\$	%	\$
12	Scale Calibration Weight			\$	%	\$
13	Storage Collection Bottle & Cap, 150 ml			\$	%	\$
14	Insulated Carrying Tote for Milk Storage			\$	%	\$
15	Repair Services for all Pumps if applicable			\$		
Bidders are encouraged to submit pricing for additional items that may be of value to Participating Entities (insert additional rows if necessary)						

END OF EXHIBIT C

EXHIBIT D – NON-COST SUBMITTAL

Instructions: Bidders are required to respond to each question below. Responses should be clearly labeled with Bidder Company Name on each page and corresponding question number. Specific instructions for each question, along with corresponding point values are detailed below.

1. CUSTOMER SERVICE/COMMUNICATION PLAN (maximum 10 points)

The length of Customer Service/Communication Plan Submittal should be no longer than **three (3) pages**. Bidder must provide a detailed description of their customer service strategy to support this Contract, to include:

- Description of telephone support (to include a toll-free number)
- Hours of availability
- Types of services available
- Number of inside/outside sales reps per each NASPO state that will support the contract
- Number of employees who will be dedicated to the service of this contract to ensure that each NASPO state's needs are met
- Standard response time for customer inquiries
- A communication plan that details how important information will be disseminated for the life of the contract.

2. COMPANY EXPERIENCE/CAPACITY (maximum 10 points)

Bidder must describe their company's experience with the manufacturing and/or distribution of Manual and Electric Breast Pumps, Double Pumping Kits, and Related Accessories to governmental entities of similar size and scope to this Solicitation. Length of response should be no more than **two (2) pages** in length. While Enterprise Services is not limited in what it can consider, the primary focus is detailed below:

- Describe your company's 2015 gross sales for the United States, the number of state and local governments your company serves, experience with the design, manufacture, marketing, and distribution of Manual and Electric Breast Pumps, Double Pumping Kits, and related accessories, and provide details on your company's capacity to support a contract of this size and scope.
- Describe any changes that your company will need to implement in order to meet the state's requirements if awarded the Contract, to include expansion of manufacturing/warehousing capacity and hiring of additional personnel.
- If proposing subcontractors as part of your response, please describe the scope and percentage of work that will be performed by subcontractors in fulfillment of this multi-state Contract. Describe your relationship with the proposed subcontractors,

i.e., strength and length of the relationship and contingencies to maintain uninterrupted service should the relationship fail.

3. CONTRACT IMPLEMENTATION PLAN (maximum 5 points)

Bidder must fully describe a proposed implementation and contract transition plan to include: product training; staffing; product distribution; timelines; and dates relative to tentative contract startup. Length of response should be no longer than **two (2) pages**.

4. VALUE-ADDED SERVICE PROPOSAL (maximum 5 points)

Length of response should be no longer than **two (2) pages**. Bidder must describe any services that may add more value to this acquisition such as reconditioned product offerings or trade-in programs. If offering additional services/products, please be specific with regards to pricing, warranty options, or program details.

EXHIBIT E – NASPO VALUE POINT MASTER AGREEMENT



1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, if in the judgment of the

Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative

Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar

quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data [Insert Time Frame Here] to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b.) Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:

(3) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

d. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services

team at 800-233-1121.

e. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

- (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
- (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and
- (3) The Catalog must include a Lead State contract identification number; and
- (4) The Catalog must include detailed product line item descriptions; and
- (5) The Catalog must include pictures when possible; and
- (6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

f. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

g. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

h. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

i. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

j. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least (forty five (45) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the

Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination,

freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance.

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon delivery to the End-User of the product.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 30 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

19. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for

Proposal as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

e. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

20. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

21. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that

is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

22. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

23. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

24. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

25. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

26. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

27. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

28. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master

Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

29. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating

Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

30. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

31. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

32. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

33. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. The venue for any protest, claim, dispute or action relating to the procurement, evaluation, and

award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

34. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

35. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

End of Exhibit E- NASPO Master Agreement

Exhibit F
Breast Pump Contract Spend 2015 by State

Alabama	\$ 0.00	Alaska	\$ 35,206.00
Arizona	\$ 392,748.00	Arkansas	\$ 453,411.00
California	\$3,039,268.00	Colorado	\$ 302,765.00
Connecticut	\$ 6,745.00	Delaware	\$ 0.00
Florida	\$ 32,637.00	Georgia	\$1,006,874.00
Hawaii	\$ 12,007.00	Idaho	\$ 25,249.00
Illinois	\$ 576.00	Indiana	\$ 106,582.00
Iowa	\$ 0.00	Kansas	\$ 51,452.00
Kentucky	\$ 138,304.00	Louisiana	\$ 309,106.00
Maine	\$ 43,295.00	Maryland	\$ 76,748.00
Massachusetts	\$ 37,908.00	Michigan	\$ 261,868.00
Minnesota	\$ 28,449.00	Mississippi	\$ 0.00
Missouri	\$ 409,063.00	Montana	\$ 52,340.0
Nebraska	\$ 2,384.00	Nevada	\$ 293,461.00
New Hampshire	\$ 0.00	New Jersey	\$ 57,863.00
New Mexico	\$ 0.00	New York	\$ 17,402.00
North Carolina	\$ 0.00	North Dakota	\$ 10,459.00
Ohio	\$ 31,947.00	Oklahoma	\$ 440,980.00
Oregon	\$ 181,084.00	Pennsylvania	\$ 115,251.00
Rhode Island	\$ 0.00	South Carolina	\$ 0.00
South Dakota	\$ 76,363.00	Tennessee	\$ 82,411.00
Texas	\$ 0.00	Utah	\$ 75,753.00
Vermont	\$ 37,738.00	Virginia	\$ 0.00
Washington	\$ 400,000.00	West Virginia	\$ 6,400.00
Wisconsin	\$ 109,044.00	Wyoming	\$ 5,579.00

American Samoa	\$	3,180.00	District of Columbia	\$	7,500.00
Guam	\$	7,934.00	Northern Mariana IS.	\$	0.00
Puerto Rico	\$	0.00	Virgin Island	\$	0.00

Exhibit G

PARTICIPATING ADDENDUM

NASPO ValuePoint

[Contract Title xxxxxxxxxxxx]

Administered by the State of xxxxxxxxxxx (hereinafter "Lead State")

MASTER AGREEMENT

[Contractor Name xxxxx]

Master Agreement No: xxxxxx

(hereinafter "Contractor")

And

**[insert name of participating state/entity xxxxxxxxxxx]
(hereinafter "Participating State/Entity")**

Scope: This addendum covers the *[contract title]* led by the State of **Washington** for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief Procurement Official.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: (These modifications or additions apply only to actions and relationships within the Participating Entity.)
[Replace this with specific changes or a statement that No Changes Are Required]

4. **Lease Agreements:** **[If applicable, insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved"]**

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are
as follows (or their named successors):

Contractor

Name	
Address	
Telephone	
Fax	
E-mail	

Participating Entity

Name	
Address	
Telephone	
Fax	

Name	
Telephone	
Email	

Participating Entity Breastfeeding Promotion Coordinator (If applicable)

Name	
Telephone	
Email	

Participating Entity Breastfeeding WIC State Director (If applicable)

Name	
Telephone	
Email	

6. **Subcontractors:** All [contractor] dealers and resellers authorized in the State of xxxxxxxxxx, as shown on the dedicated **[contractor]** (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The **[contractors]** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

Cooperative Development Coordinator	Ted Fosket
Telephone	907-723-3360
E-mail	tfosket@wsca-naspo.org

NASPO ValuePoint

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

EXHIBIT H– COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This appendix details the applicable requirements for complaints, debriefs, and protests.

Complaints

This solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or at the Pre-Bid Conference. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. Enterprise Services will consider all complaints but is not required to adopt a complaint, in part or in full. If bidder complaints result in changes to the solicitation, written amendments will be issued and posted on WEBS.

- *Criteria for Complaint:* A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
- *Initiating A Complaint:* A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see *Form and Substance, and Other* below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
- *Response:* When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS.
- *Response is Final:* The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed waived for protest purposes.

Debrief Conferences

A Debrief Conference is an opportunity for a bidder and the Procurement Coordinator to meet and discuss the bidder's bid. A debrief is a required prerequisite for a bidder wishing to file a protest. Following the evaluation of the bids, Enterprise Services will issue an announcement of the ASB. That announcement may be made by any means, but Enterprise Services likely will use email to the bidder's email address provided in the Bidder's Profile. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, Enterprise Services will offer the requesting bidder one meeting opportunity and notify the bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, Enterprise Services likely will schedule the Debrief Conference shortly after the announcement of the ASB and the bidder's request for a Debrief Conference. Enterprise Services will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives; bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

- *Timing:* A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder.
- *Purpose of Debrief Conference:* Any bidder who has submitted a timely bid response may request a Debrief Conference (see *Form and Substance, and Other* below). A Debrief Conference provides an opportunity for the bidder to meet with Enterprise Services to discuss its bid and evaluation.
- *Requesting a Debrief Conference:* The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences may be conducted either in person at the Enterprise Services offices in Olympia, Washington, or by telephone, as determined by Enterprise Services, and may be limited by Enterprise Services to a specified period of time. The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

Protests

Following a Debrief Conference, a bidder may protest the award of the Master Contract.

- *Criteria for a Protest:* A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the solicitation.
- *Initiating a Protest:* Any bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Procurement Coordinator, within five (5) business days after the protesting bidder's Debrief Conference (see *Form and Substance, and Other* below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- *Protest Response:* After reviewing the protest and available facts, Enterprise Services will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- *Decision is Final:* The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept Enterprise Services' protest response, the bidder may seek relief in Thurston County Superior Court.

Communication during Complaints, Debriefs, and Protests

All communications about this solicitation, including complaints, debriefs, and protests, must be addressed to the Procurement Coordinator unless otherwise directed.

- *Form, Substance, & Other:* All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation number; (e) Conspicuously state "Complaint," "Debrief" or "Protest" in any subject line of any

correspondence or email, and (f) Be sent to the address identified in the table below.

- *Complaints & Protests:* All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

How to contact Enterprise Services

Complaint

Email

To the Procurement Coordinator listed in this solicitation.

Subject line must include "Complaint"

Mail

Tim L. Shay

Contracts, Procurement and Risk Mgmt.

Department of Enterprise Services,

P. O. Box 41411

Olympia, WA 98504-1411

Debrief Conference

Email

To the Procurement Coordinator listed in this solicitation.

Subject line must include "Debrief"

Protest

Email

To the procurement coordinator listed in this solicitation.

Subject line must include "Protest"

Mail

Tim L. Shay

Contracts, Procurement and Risk Mgmt.

Department of Enterprise Services

P. O. Box 41411

Olympia, WA 98504-1411

EXHIBIT I– DOING BUSINESS WITH THE STATE OF WASHINGTON

Washington’s Public Records Disclosure Act

All documents submitted by bidders to Enterprise Services as part of this procurement will become public records. Such records are subject to public disclosure unless specifically exempt under RCW chapter 42.56. Enterprise Services strongly discourages submittal of confidential material – i.e. any portion of your submittal clearly marked “Confidential,” “Proprietary,” or “Trade Secret” (or the equivalent). In the event Enterprise Services receives a public records request, for such documents, Enterprise Services will notify such bidder of the date of disclosure and it is that bidder’s responsibility to take legal action to block disclosure if it chooses to do so. Enterprise Services will not withhold or redact your documents without a court order requiring such action.

Economic Goals

In support of the state’s economic goals bidders are encouraged to consider the following in responding to this solicitation:

- Support for a diverse supplier pool, including, veteran-owned, minority-owned and women-owned business enterprises. Results Washington has established for this solicitation voluntary numerical goals of:
 - Ten (10) percent minority-owned businesses (MBE);
 - Six (6) percent women-owned businesses (WBE);
 - Five (5) percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the [Office of Minority and Women’s Business Enterprises](#) for information on certified firms or to become certified.

- Enterprise Services is directed, by the Washington State Legislature, to “develop procurement policies, procedures, and materials that encourage and facilitate state agency purchase of goods and services from Washington small businesses.” See RCW 39.26.005.
- Veterans and U.S. active duty, reserve or National Guard service-members are eligible for the registry. The veteran or service-member must control and own at least fifty-one (51) percent of the business and the business must be legally operating in the State of Washington. Control means the authority or ability to direct, regulate or influence day-to-day operations.

Environmental Goals

In support of the state’s environmental goals bidders are encouraged to consider the following in responding to this solicitation:

- Use of environmentally preferable goods and services, including post-consumer waste and recycled content.
- Products made or grown in Washington.
- Resources

- Register for free for solicitation notices at the Washington Electronic Business Solution (WEBS)
www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx.
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women’s Business Enterprises about state and federal certification programs at Phone 866-208-1064 or www.omwbe.wa.gov.
- Contact the Washington State Department of Veterans’ Affairs about certification at (360) 725-2169 or www.dva.wa.gov.
- Servando Patlan, Business Diversity and Outreach Manager at the Washington State Department of Enterprise Services: (360) 407-9390 or servando.patlan@des.wa.gov.

Exhibit J- Intent to Participate

Exhibit J is included as a separate attachment due to the large file size.

Exhibit K

WASHINGTON SPECIFIC PARTICIPATING ADDENDUM NASPO ValuePoint

BREAST PUMPS, RELATED ACCESSORIES AND SERVICES

Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: 09515

(Insert contractor Name)

(hereinafter "Contractor")

and

State of Washington

(hereinafter "Participating State")

Washington Master Contract No.: 09515

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and _____, a _____ ("Contractor") and is dated and effective as of _____, 2016.

1. **SCOPE:** This Participating Addendum covers Breast Pump, Related Equipment and Services led by the State of Washington for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):
 - (a) **WASHINGTON STATE AGENCIES.** Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.
 - (b) **MCUA PARTIES.** The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that

receive federal, state, or local funding); and

- Federally-recognized Indian Tribes located in the State of Washington.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

3.1. **WASHINGTON’S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services’ Electronic Business Solutions (WEBS) System at <https://fortress.wa.gov/ga/webcust/home.html>. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. **WASHINGTON’S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

3.3. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.

(b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 0.74 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total contract sales invoiced (not including sales tax)} \times .0074.$$

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference the following:
 - This Washington Master Contract No.: **09515**
 - The NASPO Master Agreement
 - The year and quarter for which the VMF is being remitted, and
 - Contractor’s name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor’s failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

4. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
_____ _____ _____ _____	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: _____ Tel: _____ Email: _____	Attn: Tim L. Shay Tel: (360) 407-9410 Email: tim.shay@des.wa.gov

5. **SUBCONTRACTORS:** All Contractor’s Distributors authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor’s Distributor’s participation will be in accordance with the terms and conditions set forth in the aforementioned

Master Agreement.

6. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

7. **GENERAL:**

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- (d) **COUNTERPARTS.** This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

INSERT NAME OF CONTRACTOR,

By: _____

Type Name

Its: _____

By: _____

Type Name

Its: _____