



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
COOPERATIVE AGREEMENT
USER INSTRUCTIONS
NON-MANDATORY
Supplement 1

ISSUE AND EFFECTIVE DATE: 01/15/2024
CONTRACT NUMBER: 7-23-65-14
DESCRIPTION: Medical Supply and Equipment
CONTRACTOR: Henry Schein, Inc.
CONTRACT TERM: 11/01/2023 through **12/31/2026**
STATE CONTRACT ADMINISTRATOR: Joshua Lilley
279-946-7819
Joshua.lilley@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: NA	Fax/Email: Fax: 800-329-9109 Email: custserv@henryschein.com	Contact Information: Customer Service Phone: 800-772-4346

Joshua Lilley, Contract Administrator

Date: 02/25/2025

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All changes to most recent Supplement are in ***bold red italic***. Additions will be enclosed in asterisks; deletions that are shown with strikethroughs will be enclosed in brackets. Previous supplement changes shall return to normal font in future supplements and ADA markers removed.

SUMMARY OF CHANGES

Supplement No.	Description/Articles	Supplement Date
N/A	Original Contract Posted	01/15/2024
<i>1</i>	<ul style="list-style-type: none">• <i>Updated expiration date</i>• <i>Updated Section 4 with new language.</i> <i>"SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (SB/DVBE) PROVISION"</i>	<i>02/25/2025</i>

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with Henry Schein, Inc. (Contractor) provides Medical Supply and Equipment at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 7-23-65-14. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Medical Supply and Equipment to the State.

The contract term is from 11/01/2024 through ~~05/01/2025~~ **12/31/2026**. The contract may be extended by mutual agreement between MMCAP Infuse and the Contractor. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is non-mandatory for all State of California departments.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, 3 and FISCAL, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may access an application at Purchasing Authority Accreditation Application (<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd13-001.pdf>) or may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional. All local governmental agencies must be eligible to participate in the Statewide Pharmaceutical Program (SPP), Pursuant to State of California Government Code Section 14977.5.

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- Local government agencies are defined as “any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges”, empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Section 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
 - Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Prior to placing orders against this contract, local governmental agencies must meet the following criteria:
- Complete the MMCAP Infuse California Facility Ordering agencies Application. Upon MMCAP Infuse’s approval, the requesting state department or local governmental agency will receive a MMCAP Infuse Participating Facility ID Number. To attain this form, contact the DGS State Contract Administrator.
 - Complete the Statewide Pharmaceutical Program Entity Enrollment Form. Upon approval, the requesting state department or local governmental agency will receive authorization to access DGS statewide pharmaceutical contracts (as needed). To attain this form, contact the DGS State Contract Administrator.
- D. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS may bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

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B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (SB/DVBE) PROVISION

There is no SB/DVBE participation for this contract due to the nationwide scope of the MMCAP Infuse program and the requirements needed to support the member participants.

State departments should make any and all efforts to utilize SB/DBVE opportunities to reach their state department goals.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

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

7. CONTRACT ITEMS

N/A

8. CUSTOMER SERVICE

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

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The Contractor's customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

Contact	Phone	Email
Customer Service Unit	800-472-4346	custserv@henryschein.com

9. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions (rev 11/19/2021), section 16 entitled "Substitutions".

10. PURCHASE EXECUTION

This section augments the ordering instructions from contract MMS2200734

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI\$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

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State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

3) Blanket Orders

Please reach out to the vendor to discuss the possibility of a blanket purchase order.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

11. MINIMUM ORDER

There is no minimum order for this contract.

12. ORDERING PROCEDURE

Contractor will implement its ordering system, including its emergency ordering system, regardless of the technological capacity of the ordering agency. Contractor will provide order training procedures to staff identified by the ordering agency at no charge, within a mutually agreeable timeframe to the Contractor and the ordering agency, after establishing a new MMCAP Infuse business account. In addition, Contractor will provide ongoing technical and training support to the ordering agencies who use its product ordering system during the term of the MMCAP Infuse contract. Contractor will also provide its product catalog in the format request by and within technological capabilities of the ordering agency, which may include an online, or other electronic based catalog, and also Microsoft Office compatible electronic files, or other paper-based format.

A.) Ordering System

I. Contractor will provide to each ordering agency, a product ordering method that allows the facility to quickly and accurately order MMCAP Infuse contract products, and non-contract products, within the technological capabilities of the ordering agency. At a minimum, Contractor's product ordering system(s) must provide the following functionalities:

- clearly identify all MMCAP Infuse contract products, and whether these products are in stock;
- build and place electronic orders;
- review pending orders for correctness and contract compliance;
- provide online allocation of ordered amounts;
- receive order confirmation reports.

II. Contractor will offer its product ordering system(s) to ordering agencies. Contractor will support the following ordering methods:

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ORDER PLACEMENT INFORMATION		
Phone: 800-772-4346	Facsimile: 800-329-9109	Email: custserv@henryschein.com

B.) Training

Training for the Contractor's ordering system may be provided on-site at the MMCAP Infuse ordering agency, through webinars or other online training systems that must be approved of in writing by the ordering agency.

I. Training will include, but is not limited to the following:

- Proper use of product and services order entry devices including computer and handheld units, if applicable;
- How to access and interpret Contractor's inventory status;
- Order placement process (product inquiry, placement, order edit, print back confirmation, etc.);
- Any required product ordering system maintenance;
- Requesting or printing bar code labels, if applicable;
- Download/run/print/export contractually required reports, if applicable;
- Operation of inventory management program, if applicable;
- Identifying MMCAP Infuse contract products;
- Contact information in case of questions regarding ordering;
- Training guides or manuals and system operating manuals, accessible on line (including all updates), if available, for all medical equipment and software furnished by the Contractor to each individual ordering agency (this requirement may be subject to Contractor facilitating with the applicable manufacturer for the applicable MMCAP Infuse ordering agency or MMCAP Infuse ordering agency);
- Assigning of account login IDs and passwords;
- Processing item returns;
- Technical support to interface handheld devices with each facility's PC/network infrastructure, as applicable.

- II. Contractor will provide each ordering agency with a product and services ordering instructions manual, outlining all online ordering functions. Contractor may work with MMCAP Infuse to develop other training processes as necessary.

Note: In addition to Henry Schein ordering system, all ordering agencies must also conform to proper State procurement procedures.

13. OUT OF STOCK REMEDY

Upon receipt of order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

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- A. Immediate Notification: Contractor's Ordering System will provide notice within twenty-four (24) hours to MMCAP Infuse and its Ordering agencies of any Products covered by this Agreement that the Contractor has placed on backorder. Contractor's backorder notification will include:
- i. the Products placed on backorder status;
 - ii. the expected timeline of the backorder;
 - iii. the reason for the stock outage; and
 - iv. how the Contractor intends to resolve the backorder situation.
- B. Substitution: If Ordering agencies consents, Contractor may offer like-kind Products. In the event of a backorder situation for Core and MMCAP Infuse Products due to a Contractor-created stock outage, if no acceptable substitution can be offered, the Ordering agencies may purchase the same or equivalent Product from an alternative MMCAP Infuse Contractor; if unavailable through an alternative MMCAP Infuse Contractor, Ordering agencies may purchase an alternative equivalent Product on the open market, including retail, for the period in which the Contractor is unable to provide the Products. The Contractor will reimburse for up to 150% of excess costs (including shipping and third-party fees) over the Pricing of this Agreement sustained by Ordering agencies should Ordering agencies be required to purchase on the open market via a credit within thirty (30) days of receipt of the claim. Contractor must pay claims directly to the Ordering agencies within thirty (30) days of receipt of a claim. The Ordering agencies has the right to charge, and Contractor agrees to pay, a late fee equal to the statutory maximum allowable percentage per month of the amount of any claim within thirty (30) days from receipt of the claim.
- C. Exclusions:
- i. Force Majeure: A party will not be considered in default in the performance of its obligations in the Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming excuse of performance under this provision must provide the other party prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring about performance as soon as practicable.
 - ii. Manufacturer created shortages and delays, such as discontinuances and backorders;
 - iii. Custom or specialty product orders;
 - iv. Drop Shipments;
 - v. Products not stocked by the Contractor;
 - vi. Orders exceeding 120% of a Ordering agencies Average Monthly quantity purchased; and
 - vii. Products where supply is controlled government entity.

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- D. Contractor will be responsible for all Contractor-created stock outage claims for 90-calendar days unless the Contractor has provided MMCAP Infuse with at least 90-calendar days' advanced written notice of the intent to remove a Contracted Item from production and discontinue distribution in the market. Contractor will remain responsible for all claims during the 90-calendar day notice period.

14. SHIPPED ORDERS AND DELIVERY SCHEDULES

All Contractor must distribute and deliver the Products covered under this Agreement to all Ordering agencies . If the Ordering agencies account is in good standing, the Contractor will at no time, refuse to deliver to any Ordering agencies without the prior written approval by the Ordering agencies and MMCAP Infuse except based on payment failure. Delivery for Products under this Agreement shall be FOB Destination unless otherwise agreed to by Contractor and Ordering agencies in a Purchase Order. Unless otherwise stated within this Agreement, Contractor will not add any fuel, shipping, or handling surcharges to the purchase under this Agreement. Notwithstanding the foregoing, emergency orders, rush orders, and products dropped shipped from Contractor's contracted supplier, are subject to an added shipping and handling charge determined by Contractor and disclosed to in writing to Ordering agencies before a purchase is made.

- A. Fees: All Ordering agencies are eligible to receive deliveries during normal workdays five (5) business days (Monday- Friday) with no ordering minimums.
- B. Delivery Schedule: Upon request from Ordering agencies , Contractor will work with Ordering agencies to establish a routine delivery schedule. Delivery for stock items will occur within three (3) business days, from the date the Product is ordered; this includes the Contractor's processing window. It is understood that deliveries to Alaska or Hawaii may take longer. All expedited deliveries will be made next business day, or on the next scheduled business delivery day (excluding Alaska and Hawaii), unless communicated otherwise. If there is a Holiday during the ordering process, the Contractor shall have one additional day per Holiday day.
- i. Cut-off Time. Contractor's daily order cut off time will be 4:00PM CST local time to the Ordering agencies .
- C. Damaged Products: All damaged Products will be reported to Contractor's customer service department pursuant to Contractor's returns policy and applicable credits will be issued pursuant to such policy.
- D. Lost Products: All lost Products will be reported to Contractor's customer service department pursuant to Contractor's returns policy and applicable credits will be issued pursuant to such policy.
- E. Special Conditions for Products: If applicable to the Products offered under this Agreement, Contractor will maintain appropriate temperatures and environmental

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conditions in accordance with Manufacturer requirements for delivery of the Products to the Ordering agencies . All refrigerated Products will be shipped in returnable coolers or disposable coolers with appropriate packaging to maintain the required temperature range. Products requiring refrigeration will be clearly marked as such. Temperature monitors will be used if they are required by the Manufacturer. If Ordering agencies refuses Products that have been inadequately packaged, the Ordering agencies will notify Contractor's customer service department to log the complaint. Any costs associated with the return of Product due to improper packaging or transport, will be pursuant to Contractor's return policy.

Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

15. PACKING SLIP

Packing slip requirements shall be in accordance with the General Provisions, section 12 entitled "Packing and Shipment"

16. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD (State Contract Administrator)	Henry Schein Inc (Contractor)
Contact Name:	Joshua Lilley	Rob Irwin
Telephone:	(279) 946-7819	(661) 244-7090
Email:	joshua.lilley@dgs.ca.gov	Rob.Irwin@HenrySchein.com
Address:	DGS/Procurement Division Attn: Joshua Lilley 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	Henry Schein Inc. Attn: Rob Irwin 135 Duryea Road Melville, NY 11747

17. RETURN POLICY

WE CANNOT ACCEPT ANY RETURNS WITHOUT PRIOR AUTHORIZATION. To arrange for a return, simply call our Customer Service department or contact your Sales Consultant. The following conditions must be complied with:

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- All returns must be accompanied by a copy of your invoice and a reason for the return.
- Merchandise must be returned in its original unopened container, unmarked, and properly packaged.
- Returned products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to a restocking fee.
- Shortages or errors in shipments must be reported within seven (7) days of invoice date to issue credit (if applicable).
- Shipping charges will apply on all returns.
-

[Click here to download the Medical Returns Form PDF](#)

Exceptions:

The following special, customized, or government-regulated items are not returnable:

- Immune globulin products
- Special order items (products that we do not ordinarily stock)
- Personalized and imprinted items
- Opened computer hardware and software
- Hazardous/flammable materials
- Expired products
- Items that cannot be returned to the manufacturer
- Any item marked non-returnable
- Items required to be shipped and stored frozen
- Any drop-shipped products
- invitro diagnostics products

Equipment:

Opened and used equipment may not be returned *for credit*. Before opening equipment, we suggest that you check the shipping container and packing list to ensure that you are getting exactly what you ordered. Equipment must be returned in the original unopened packaging, unmarked and properly packaged. Special order equipment is not returnable. All equipment returns are subject to a restocking fee. Equipment is backed by the manufacturer's repair or replacement warranty. Please read and return all warranty information required immediately upon taking delivery of your new equipment. Open or defective equipment is subject to the manufacturer's warranty.

18. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number

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- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

19. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

20. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2, Volume 3 and FI\$Cal.

Contractor Name	Seller Permit #
Henry Schein, Inc.	97-636985

21. WARRANTY

Henry Schein will pass through to the customer, at the time of sale, any transferable product warranties, indemnities and remedies provided to Henry Schein by the applicable manufacturer. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE EXTENT PERMITTED BY LAW, HENRY SCHEIN PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF

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MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT. AND THE CUSTOMER SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON.

22. RECYCLED CONTENT

There is no recycled content associated with this contract.

23. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.