

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000301040
Hygeia II Medical Group Inc
6241 Yarrow Drive, Suite A
Carlsbad CA 92011
United States

Contract ID 0000000000000000000023388		Page 1 of 5
Contract Dates 05/01/2012 to 01/17/2017		Origin CPS
Description: CPS - BREAST PUMPS & PARTS		Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: (714) 515-7571

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		ENJOY EPS WITH PERSONAL ACCESSORIES SET (PAS), HYGEIA #10.0004	EA	132.00000	0.00	0.00
2		ENJOYE PERSONAL ACCESSORY SET (PAS) - 24 COUNT, HYGEIA #10.0042	EA	419.00000	0.00	0.00
3		ENJOYE LBI WITH PAS, HYGEIA #10.0026	EA	165.00000	0.00	0.00
4		ENJOYE PAS (BY EACH) HYGEIA #10.0008	EA	19.95000	0.00	0.00
5		EXTERNAL BATTERY PACK (BATTERIES NOT INCLUDED), HYGEIA #40.0004	EA	13.50000	0.00	0.00
6		POWER SUPPLY, HYGEIA #40.0003	EA	21.00000	0.00	0.00
7		CAR ADAPTER, HYGEIA #40.0005	EA	12.00000	0.00	0.00
8		LARGE FLANGE - EACH (INCLUDES ONE DUCKBILL VALVE), HYGEIA #20.0065	EA	5.50000	0.00	0.00
9		LARGE FLANGE - BULK PACK OF 12 EACH (INCLUDES ONE DUCKBILL VALVE PER FLANGE), HYGEIA #10.0088	PK	56.00000	0.00	0.00
10		X-LARGE FLANGE - EACH (INCLUDES ONE DUCKBILL VALVE), HYGEIA #20.0066	EA	5.50000	0.00	0.00
11		X-LARGE FLANGE - BULK PACK OF 12 EACH(INCLUDES ONE DUCKBILL VALVE PER FLANGE), HYGEIA #10.0089	PK	56.00000	0.00	0.00
12		STORAGE CONTAINER CUP/FEEDER CUP, HYGEIA #30.0004	EA	2.50000	0.00	0.00
13		RING, HYGEIA #30.0003	EA	2.50000	0.00	0.00
14		NARROW MOUTH CONTAINER ADAPTER, HYGEIA #30.0010	EA	2.50000	0.00	0.00
15		RING COVER, HYGEIA #30.0005	EA	2.50000	0.00	0.00
16		NO LONGER AVAILABLE	EA	0.01000	0.00	0.00
17		BACTETERIOSTATIC FILTER, HYGEIA #30.0021	EA	3.25000	0.00	0.00
18		BACTERIOSTATIC FILTER - BULK PACK OF 6 EACH, HYGEIA #10.0109	PK	20.00000	0.00	0.00
19		40" TUBING - (2 PACK WITH CONNECTORS), HYGEIA #20.0084	PK	10.00000	0.00	0.00

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20		NO LONGER AVAILABLE	PK	0.01000	0.00	0.00
21		DUCKBILL VALVE - 1 COUNT, HYGEIA #30.0069	EA	3.50000	0.00	0.00
22		NO LONGER AVAILABLE	PK	0.01000	0.00	0.00
23		BLACK DELUXE TOTE SET, HYGEIA #20.0049	EA	26.50000	0.00	0.00
24		PROFESSIONAL PRESSURE GAUGE HYGEIA #10-0085	EA	71.50000	0.00	0.00
25		SUPPLEMENTATION FEEDER (STERILE) HYGEIA #10-0067	EA	8.25000	0.00	0.00
26		SUPPLEMENTATION FEEDER (STERILE), 20/CASE, HYGEIA #10-0064	CS	165.00000	0.00	0.00
27		MANUAL EXPRESSION CUP, 12/CASE, HYGEIA #10-0021	CS	96.00000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS BASED ON THE LETTER FROM HYGEIA DATED APRIL 25, 2012 SIGNED BY MADELINE COTE-SILVESTRIS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER UNLESS EXCEPTIONS ARE DETAILED WITHIN THIS CONTRACT. IN THE EVENT OF ANY CONFLICT AMONG THE CONTRACT DOCUMENTS, THE PRIMARY CONTRACT WILL SUPERCEDE.

SCOPE: TO PROVIDE BREAST PUMPS AND RELATED ACCESSORIES TO THE STATE AGENCIES AND POLITICAL SUBDIVISIONS.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR MONTHS (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: PRICING DOES NOT INCLUDE SHIPPING. STANDARD GROUND SHIPPING WILL BE ADDED TO BUYER INVOICES TO BE PAID BY THE STATE OF VERMONT. BUYER REQUEST FOR EXPEDITED SHIPMENTS MUST BE APPROVED BY THE STATE OF VERONT AND SUBMITTED TO HYGEIA IN WRITING.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

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INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES.

ALL REPAIRS SHOULD BE RETURNED TO HYGEIA VIA THE COMPANY'S DEFINED RGA PROCESS WHICH WOULD REQUIRE THE AGENCY TO NOTIFY HYGEIA'S CUSTOMER SERVICE FOR MERCHANDISE PICK UP, ETC.

ALL ORDERS DELIVERED WITHIN 30 DAYS OF ORDER PLACEMENT.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT AND SOFTWARE THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE.

ORDER PLACEMENT, PAYMENT and REPAIRS:
TOM DEMPSKI AT INFORMATION BELOW OR
HYGEIA II MEDICAL GROUP INC
C/O TOM DEMPSKI

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		6241 YARROW DRIVE, SUITE A CARLSBAD, CA 92011 PHONE 714-515-7571 TOLL FREE PHONE 888-786-7466 MOBILE: 636-795-8825 FAX: 636-237-8649 EMAIL: tom.dempski@hygeiababy.com				

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222
E-MAIL: Deborah.larose@vermont.gov

CHANGE #1 - 04/16/2013 - TO ADD ITEM #23 BLACK DELUXE TOTE SET TO THE EXISTING CONTRACT. PRICING PER MADELINE COTE OF HYGEIA ON 04/16/2013.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 11/07/12 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACT IS IN GOOD STANDINGS WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #2 - 09/04/2014 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THERE BY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERMS TO APRIL 30, 2015 AT THE SAME PRICING.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACT IS IN GOOD STANDINGS WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #3 - 06/02/2015 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THERE BY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERMS TO APRIL 30, 2016 AT THE SAME PRICING.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 03/01/15 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACT IS IN GOOD STANDINGS WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #4 - TO EXTEND UNTIL JANUARY 17, 2017 TO PUT IN LINE WITH THE NASPO VALUEPOINT CONTRACT. TO DELETE THREE DISCONTINUED ITEMS AND TO ADD FOUR ITEM THAT ARE NEEDED BY VDH.,

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/01/15 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACT IS IN GOOD STANDINGS WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____