

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET, 6th Floor
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT AWARD / EXTENSION

1. DATE.....June 7, 2012
2. COMMODITY NAME.....Medical Supplies, Bandages, Catheters, Etc. (MMCAP)
3. CONTRACT NUMBER.....M-487(5)
4. CONTRACT PERIOD.....June 1, 2012 through May 31, 2014
5. AUTHORIZED USERS.....**Approved State Agencies** (Participation with this Contract
.....requires completion of a MMCAP Membership Application Form.)
6. CONTRACTORS**McKesson Medical – Surgical Minnesota Supply Inc.**

8121 10th Avenue North
Golden Valley, MN 55427
MMCAP Contract Number 432344
(800) 328-8111 Ext 6588 or (763) 595-6311 (Phone)
(800) 237-9766 (FAX)

E-Mail Order: GovernmentSales@McKesson.com

Contact: Theresa Mugge, Director, Government Sales therese.mugge@redline.mckhboc.com

OR

World Medical Government Solutions, LLC

(formerly Physicians Sales and Service (PSS))
12999 Wilfred Lane, Suite 250
Rogers, MN 55374
MMCAP Contract Number MMS12009
(877) 583-9931 or (904) 332-3299 (Phone)
(904) 332-3430 (FAX)

Email Order: psswmgovsales@pssd.com

OR

Medline Industries, Inc.

One Medline Place
Mundelein, IL 60060
MMCAP Contract Number MMS12010
(800) 633-5463 (Phone)
(800) 351-1512 (FAX)

Email Order: customerservice@medline.com

7. TERMS.....See attached
8. DELIVERY.....See attached

- 9. F.O.B.....Agency
- 10. MINIMUM ORDER.....None
- 11. FOR FURTHER CONTRACT INFORMATION CONTACT: Tina M. Rodriguez, CPPB, VCO
Phone (804) 786-1603 /FAX (804) 786-0223
Email: tina.rodriguez@dgs.virginia.gov
- 12. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov .
- 13. **Note:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

/s/ *Tina M. Rodriguez*
By: _____
Statewide Commodity Contract Officer

DPS INSTRUCTIONS

- 1. Pursuant to the Division of Purchases and Supply, Agency Procurement and Surplus Property Manual, Chapter 14, Electronic Procurement, Section 14.9, Use of eVA and Exclusions, b., 14. and 15., **purchases made from the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) are excluded from eVA.**
- 2. In order to participate in this Contract and the MMCAP program, **a Participating Membership Application*** **MUST** be completed, signed and faxed to Tina Rodriguez, Statewide Contract Officer at 804-786-5712 for the state level approval. After the state level approval is complete, the application is forwarded to MMCAP for final approval. After final approval is complete, an email will be sent by MMCAP, to the requesting agency, outlining detailed instructions on website navigation, user id, password, and ordering procedures. **IF AN APPLICATION FORM IS ALREADY ON FILE WITH THE STATE OF MINNESOTA (MMCAP) FOR YOUR FACILITY, ADDITIONAL FORMS DO NOT NEED TO BE COMPLETED. Go to this link to obtain the Membership Application -**
<http://www.mmd.admin.state.mn.us/MMCAP/background/Documents/MMCAP%20Membership%20Application%20041608.pdf>
- 3. **Pricing.** Please refer to the MMCAP website for current pricing at - <http://www.mmd.admin.state.mn.us/MMCAP/Default.aspx> . **NOTE:** Your Agency MUST be an approved facility (through the membership process) in order to view any published pricing.

Admin Minnesota

Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability may contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: M-487(5)

DATE: June 1, 2012

PRODUCT/SERVICE: MEDICAL SUPPLIES, SERVICES AND BARCODE EQUIPMENT

CONTRACT PERIOD: June 1, 2012 through May 31, 2014 (World Medical Government Solutions, LLC);
June 1, 2012 through May 31, 2014 (Medline Industries, Inc.)
May 31, 2012 through November 30, 2012 (McKesson Medical Surgical)

EXTENSION OPTIONS: Three – One Year Extension Options (World Medical Government Solutions, LLC and Medline Industries, Inc.).
McKesson (No Contract Extensions Available After November 30, 2012)

MMCAP CONTACT: JAMES LOSINSKI

PHONE: 651.201.2440 **E-MAIL:** James.Losinski@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

CONTRACT VENDOR

CONTRACT NO.

DELIVERY

World Medical Government Solutions, LLC
(Formerly referred to as PSS)
12999 Wilfred Lane, Suite 250
Rogers, MN 55374

MMS12009

FOB Destination

46774(SWIFT)

VENDOR NO.: 0000196929

SALES LEADER: Carlito Iglesias

PHONE: 904-332-3299

FAX: 904-332-3430

CUSTOMER SERVICE CONTACT:

For MMCAP Members

PHONE: Toll Free: 877-583-9931

FAX: 904-332-3430

E-mail at: psswmgovsales@pssd.com

Corporate Contact for the MMCAP Office:

Carlito Iglesias E-mail: ciglesias@pssd.com

PHONE: 904.332-3299

FAX: 904-332-3430

Corporate Address: 4345 Southpoint Blvd, Jacksonville, FL 32216

CONTRACT VENDOR

Medline Industries, Inc.

One Medline Place
Mundelein, IL 60060

CONTRACT NO.

MMS12010

DELIVERY

FOB Destination

46775(SWIFT)

VENDOR NO.: 0000197818

SALES LEADER: John O'Daniel,
Vice President Government Sales

PHONE: 847-949-3147

FAX: 847-949-2497

Email: jodaniel@medline.com

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number, assigned by the MMCAP facility, for each order submitted.

TOLL-FREE ORDER TRANSMISSION. Vendor will provide toll-free order transmission service to all MMCAP facilities.

ADDITIONAL SERVICES. Vendor will make all services and products not mentioned in the RFP that are available to general customers, available to all MMCAP facilities.

DELIVERY REFUSALS. Vendor will at no time refuse to deliver to any MMCAP Participating Facility without notification to the MMCAP Office.

SPECIAL HANDLING. Vendor will provide all legally required documentation and special handling/packaging for transport of hazardous materials from Distributor to the using MMCAP facility.

DELIVERY SITES. Vendor will deliver to a single mutually agreeable site at each MMCAP facility. Upon the majority agreement of the MMCAP Participating Facility, MMCAP Office, and Vendor additional delivery sites may be added at an MMCAP Participating Facility.

CONTRACT CHANGES. Vendor cannot make changes to the Contract with regard to price, manufacturer, or Product without written approval from the MMCAP Office. Vendor will enter MMCAP Contract changes (additions, deletions, price changes, etc.) into the ordering system software of all distribution centers upon receipt of the MMCAP documents listing the Products changes.

REMOVAL OF PRODUCTS. Vendor will not remove any MMCAP Product from its ordering system without notifying the MMCAP Office in writing and receiving MMCAP approval in writing.

MAINTENANCE SERVICE LEVEL. Excluded from the service level calculations are items backordered or otherwise unavailable from the manufacturer, items not normally stocked by the responsible distribution center, partially filled lines (greater than 50 percent of the quantity ordered) which are reordered and completely filled within two days, and documented order-filling errors. Vendor will supply maintenance service level information upon the request of the MMCAP Office or MMCAP Participating Facilities.

ADMINISTRATIVE FEE CREDIT. Vendor will pay a three percent (3%) administrative fee on all purchases (minus any credits) by MMCAP Participating Facilities.

MANUFACTURER CONTRACTS. MMCAP reserves the right to negotiate or contract with manufacturers to establish pricing for products. In the event this occurs, Vendor may supply the products to MMCAP Participating Facilities according to the agreed upon terms between MMCAP and the Vendor.

FEES/PRICING

SERVICE FEE. There are no service fees allowed by any Vendor.

PRODUCTS. Vendor will provide Products at the prices established. Prices changes will be sent to State Contacts and posted on the MMCAP website as they occur. The list of Core Products set forth on Attachment B of the Contract may change to accommodate the needs of MMCAP Participating Facilities.

GENERAL DISCOUNT. For all Products not listed on Attachment B: Core Products the Vendors have provided a general Product discount for all Product categories offered by the Vendor under respective Contracts (See Product Category discount listed on a separate tab in Attachment B: Core Products).

CUSTOMER SERVICE. Vendors will closely monitor the start-up phase of the Contract and provide visits to each MMCAP Participating Facility as required. Training will be provided to the MMCAP Participating Facility personnel on the use of the Contract, ordering procedures, management report usage, and any other in-service education programs determined necessary by the MMCAP Participating Facility.

Vendor will assign a contact person for MMCAP Office staff relating to the Contract. The contact person will be at a management/administrative level and have the responsibility, experience, knowledge, and authority to respond to questions and solve operational problems presented by the MMCAP Participating Facilities. The contact person will be readily accessible to MMCAP Participating Facilities via toll-free phone line, fax, or e-mail during the business day.

Vendor will have knowledgeable customer service representatives who can answer Contract related questions from individual MMCAP Participating Facilities.

ORDER PLACEMENT. Vendor will provide an ordering system/method to each MMCAP Participating Facility that allows the option to quickly and accurately order Products within the current and future technological capabilities of that MMCAP Participating Facility. The status of each order will be sent to each MMCAP Participating Facility on the day the order is placed. The line sequence of such status will match the line sequence of the MMCAP Participating Facility's purchase order.

DELIVERY. Vendor has sufficient distribution centers to assure prompt and effective delivery of standard and emergency Product deliveries to all MMCAP Participating Facilities regardless of location and purchasing volume.

Vendor will provide a daily order and delivery schedule (Monday through Friday). The ordering and delivery schedules will provide late in the day order submission and next-day delivery.

Vendor will establish an emergency ordering procedure that the MMCAP facility can utilize to secure hospital and medical supplies by the most expeditious means available. Vendor provides a 24-hour a day, seven day a week, toll-free telephone number to be used to initiate an emergency order. The ordering MMCAP Participating Facility will be responsible for any special shipping charges when requested by the end user, for example overnight or 2nd Day UPS. Vendor will notify the ordering MMCAP Participating Facility before these charges are incurred.

MMCAP REPORTS. Usage and other reports are available upon request by the MMCAP Participating Facility and Member State.

INVENTORY MANAGEMENT. Vendor will provide an inventory of Contracted Core Products as set forth on Attachment B: Core Products sufficient to meet the needs of the MMCAP Participating Facilities from the beginning of the contracting period.

In the event a distribution center is out of stock of an MMCAP-Contracted Product, Vendor will supply the requested Product by the most expeditious means possible.

Vendor will supply only Products having a shelf life of greater than six months unless the unique properties of a particular product require shorter dating or upon the approval of the MMCAP Participating Facility.

RETURN GOODS POLICY

Awarded Vendors Return Goods Policy is set forth in the Contract on Attachment J: Vendor's Product Return Policy and is available from the Vendor upon request.

CONTRACT PRICES. ALL PRICES ARE LOCATED AT www.mmcap.org. CUSTOMERS WILL NEED AN ACCESS CODE TO VIEW THE PRICE LISTS. IF YOU DO NOT HAVE AN ACCESS CODE, CONTACT JAMES LOSINSKI AT 651.201.2440. Please Contact the Vendor for Product ordering procedures.

REVISIONS:

- 06/01/12 WGMS and Medline are awarded Contracts
- 05/02/12 Contract 432344 (McKesson) is extended through November 30, 2012. All discounts, terms and conditions remain the same.
- 2/17/12 McKesson phone number updated.
- 11/08/11 Contracts 432344 (McKesson) and 432345 (PSS) are extended through May 31, 2012. All discounts, terms and conditions remain the same.
- 07/14/11 SWIFT number corrected to 0000196929 for Physician Sales and Services
- 05/23/11 Contracts 432344 (McKesson) and 432345 (PSS) are extended through November 30, 2011. All discounts, terms and conditions remain the same.

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10/25/10 Physician Sales and Services Contract 432345 product addition
09/15/10 MMCAP contact changed to James Losinski
09/01/10 McKesson Contract 432344 lowered prices.
08/30/10 Contract 432345 added state specific language for the State of Oregon.
06/30/10 Contracts 432344 and 432345 are extended through May 31, 2011, at the same terms and conditions with adjusted prices.
02/23/10 Added additional language for the State of Washington in order to ensure compliance with that state's laws.
11/30/09 Contract 432345, PSS, additional items added to contract. Pricing sheet updated with additional products and column with pricing through September 30, 2009 has been deleted from the spreadsheet.
11/18/09 McKesson phone number and Email for information have been updated.
10/15/09 Contract 432344, McKesson, has new pricing effective October 14, 2009. Also updated 'DELIVERY' for 432344 as: FOB Destination. Additional minor corrections.
09/21/09 Contracts 432344 and 432345 are extended through June 30, 2010 at the same terms and conditions. Price changes for both vendors are effective October 1, 2009. McKesson fax number updated.
03/09/09 McKesson Email updated for Email Orders
03/06/09 Contracts 432344 and 432345 are extended through September 30, 2009. Contract 432345 is at the same prices, terms and conditions. Contract 432344 has price changes effective April 1, 2009. Vendor 432344 company name updated to McKesson Medical-Surgical Minnesota Supply Inc.
12/10/08 Changes to vendor contact information for PSS, names and email addresses only.
11/24/08 Contract 432344 is amended to allow price increases on gloves only.
03/20/08 Contracts 432344 and 432345 are extended through March 31, 2009, at the same terms and conditions and with adjusted prices. Service fees are deleted from both Contracts and may not be added to an invoice.
12/15/06 Contract extension and fax number correction for McKesson.
07/12/06 Price decrease for PSS SMARTSCAN bar code reader.
05/17/06 Changes to vendor contact information and minor corrections only.
03/21/06 Contract extended 12 months for both PSS and McKesson. Phone number change for AMS, Usage report notice to end user that they are available from Contract distributor's local branch upon request.

AMENDMENT NO. 18 TO CONTRACT NO. 432344, RELEASE NO. M-487(5)

THIS AMENDMENT is effective beginning **May 31, 2012** or upon the date that the final required signatures are obtained below, whichever occurs later, (the "Effective Date") by and between the State of Minnesota, acting through its Commissioner of Administration (the "State"), and **McKesson Medical-Surgical Minnesota Supply Inc., 8121 10th Ave. North, Golden Valley, MN 55427** (the "Contract Vendor").

WHEREAS, the State of Minnesota has a Contract with the Contract Vendor identified as **No. 432344, April 1, 2004**, through **May 31, 2012** ("Contract"), to provide **Medical Supplies, Services and Equipment**; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or its delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

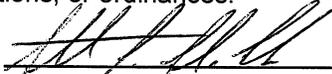
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Contract No. 432344 is extended through **November 30, 2012**, or until the Contract is canceled by MMCAP prior to that date by giving the Vendor thirty (30) days prior written notice.
2. Contract Vendor may provide service to all MMCAP Members and add new MMCAP business accounts through the term of this Contract.
3. Except as herein amended, all pricing, discounts, terms, and conditions of Contract No. 432344 between the parties remain the same and hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and the year set forth below.

1. McKesson Medical-Surgical Minnesota Supply Inc.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Title: President, McKesson Medical Surgical

Date: 4/23/12

By: _____

Title: _____

Date: _____

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 

Title: Pharmacist Senior

Date: April 26, 2012

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: 

Date: 5-2-12