



Official signed contract documents are on file with OMES Central Purchasing.

Contract Title: Vaccine Distribution, MMCAP

Contract Number: SW 0023D

Contract Issuance Date: 10/23/2020

Total Number of Vendors: One (1) *(For details see: Vendor Information Sheet)*

Contract Period: 10/15/2020 through 12/31/2021

Agreement Period: 10/15/2020 through 12/31/2021

Authorized Users: All state departments, boards, commissions, agencies and institutions, in addition to counties, school districts and municipalities which may avail themselves of this contract.

Contract Priority: Mandatory

Type of Contract: Firm, Fixed Price, Indefinite Quantity

OMES CP Contact: Theresa Johnson

Title: Contracting Officer

Phone: 1 - 405 - 521 - 2289

Email: theresa.johnson@omes.ok.gov



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000487862
MCKESSON MEDICAL-SURGICAL GOVERNMENT SOL
PO BOX 936279
ATLANTA GA 31193-6279
USA

Contract ID 0000000000000000000000005979			Page 1 of 1	
Contract Dates 10/15/2020 to 12/31/2021		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: From Req ID - 0900014601			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	51201600 / 1000010807 DRUGS: Vaccines IN ACCORDANCE WITH MMCAP CONTRACT MMS#190051 - DISTRIBUTION OF VACCINES	EA	0.00	0.00	1.00 1.00	0.00
Contract Base Pricing			0.10000	EA	0002	

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Jennifer McCaulla



McKesson Medical-Surgical

Contract Number

MMCAP MMS190151

Term of Contract

March 10, 2020 through December 31, 2021; extensions remain.
Full line Vaccine Distributor Contract.

Product Ordering

Phone: 1-800-328-8111 Option 1

Email: Government.Sales@McKesson.com

Website for ordering vaccines: <https://mms.mckesson.com/portal/index.mck>

Customer Service

Phone: 1-800-328-8111

Hours of Operation: Monday – Friday 8:00a.m. – 5:00p.m. CST; closed major holidays

Vendor Address

Company Name: McKesson Medical-Surgical
Address: 9954 Mayland Avenue, Suite 4000,
City, ST ZIP: Henrico, VA 23233

Federal ID Number

41-1261653

Shipping and Delivery

- No minimum order requirements.
- No shipping fees.
- Damaged products should be reported to vendor immediately upon receipt-contact customer service for instructions.
- FOB Destination.
- Orders may be cancelled or modified at any time up until shipment.
- Influenza vaccine should be pre-booked January – April each year for delivery in August- end of season.

Payment Terms

- Net 60 for influenza vaccines.
- Net 30 for routine vaccines.
- Cash, check, credit card and EFT are accepted
- Credit applications may be required as per the discretion of the Vendor's Credit Department

Product Pricing

All Influenza vaccine products are fixed pricing for the influenza vaccine season

Routine vaccine products are distributed at the MMCAP Infuse manufacturer contract pricing and are subject to change in accordance with the manufacturer contract agreements with MMCAP Infuse. To ensure contract pricing with GSK a DEC form must be in place.

Contract Cancellation

MMCAP or the Vendor may cancel the Contract at any time with or without cause upon 60 days written notice to the other party

Member-Requested Participation Addendum (MPA)

This Addendum ("**MPA**") is entered into by State of Oklahoma ("**Member**") McKesson Medical- Surgical Inc., McKesson Medical-Surgical Minnesota Supply Inc. and McKesson Medical-Surgical Government Solutions LLC whose designated business address is 9954 Maryland Avenue, Suite 4000, Henrico, VA 23233 ("**Vendor**"). and incorporates the MMCAP Infuse, an agency of the State of Minnesota, ("**MMCAP Infuse**") vendor contract MMS1900151 ("**Vendor Contract**").

THIS Agreement is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Vendor Contract to address the matters of Member.

WHEREAS, MMCAP Infuse has sole approval authority to any changes to the Vendor Contract, thus is a signatory to this MPA.

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor nor the relationship between any other member of MMCAP Infuse and the Vendor.

THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.
- B. **Facilities**: Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA, as identified on Exhibit B.

II. EFFECTIVE DATE AND TERM

- A. **Effective Date**: This MPA is effective on the date all signatures have been obtained.
- B. **Termination**: This MPA terminates upon:
 - 1. Thirty (30) calendar days' written notice upon written notice to the other parties; or
 - 2. The termination of the Vendor Contract between MMCAP Infuse and the Vendor; or
 - 3. Written agreement executed by all parties.

III. SCOPE

- A. **Exhibit A**: Which is attached and incorporated herein, identifies the Vendor Contract and all other previous agreements and amendments to be incorporated into the contractual relationship between Member and Vendor.
- B. **Exhibit B**: Which is attached and incorporated herein, identifies the additional Facilities Member has approved to access the Vendor Contract and MPA.
- C. **Exhibit C**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Vendor Contract and Exhibit C of this MPA, the terms of Exhibit C will supersede as between Member and Vendor. *MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for the Facilities)] are bound by the terms of Exhibit C.*

IV. GENERAL PROVISIONS

- A. **Assignment:** Except as affirmed in this MPA, the Member nor Vendor will not assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse.
- B. **Counterparts and Electronic Signature:** The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP Infuse in order for this MPA to be a transferable record, to ensure that MMCAP Infuse has control of the authoritative copy of such transferable record.
- C. **Amendments:** Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf intending to be bound thereby.

BY AND BETWEEN:

FOR THE MEMBER:

STATE OF Oklahoma

Signature: Dan Sivard

By: Dan Sivard

Title: State Purchasing Director

Date: 08/25/2020

VENDOR, McKesson Medical-Surgical Inc.;
McKesson Medical-Surgical Minnesota Supply
Inc.; McKesson Medical-Surgical Government
Solutions LLC.

DocuSigned by:
Signature: John Campbell

By: John Campbell

Title: Vice President, Government Sales

Date: 8/24/2020

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP INFUSE

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

DocuSigned by:
Signature: James Babbitt Printed: James Babbitt Date: 8/25/2020
DDE5B1490A484FC...

Minnesota Commissioner of Administration

In accordance with Minn. Stat. § 16C.05, subd. 2

DocuSigned by:
Signature: Sara Turnbow Printed: Sara Turnbow Date: 8/25/2020
694A6F1D2CF64DE...

[SIGNATURE PAGE]

EXHIBIT A

Vendor Contract and other Applicable Legal Documents

The following is a list of the legal documents to be referenced and to be incorporated with the terms and conditions of Exhibit C.

1. Vendor Contract MMS1900151

EXHIBIT B

Approved Facilities

Available to any agency of the State of Oklahoma approved by MMCAP Infuse; any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the political subdivision; and entities authorized to utilize contracts awarded, adopted, or otherwise entered into by the State of Oklahoma via a multistate or multi-governmental contract.

EXHIBIT C**Language Modification of the Vendor Contract**

The following terms and conditions are entered into between Vendor and the Member and incorporate the documents identified on Exhibit A. Neither MMCAP Infuse, the State of Minnesota, nor the Membership, except for the Member (and applicable Facilities), are bound by the terms within this Exhibit.

Additional Terms:**1. Exemption from Sales and Use Tax**

Per Oklahoma Statutes, 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, purchases under this MPA are exempt from the assessment of Oklahoma sales, use, and excise taxes. Facilities located in Oklahoma will provide Vendor with a tax exemption certificate. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by the Oklahoma Facility as long as a valid exemption certificate has been provided.

2. Payment

Payment will be Net thirty (30) days. Interest on late payments will be paid in accordance with 62 O.S. § 34.72.

3. Sovereign Immunity

Notwithstanding any other term or provision in this MPA, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on sovereign immunity that otherwise would be available to the State of Oklahoma under applicable law.

Any clause that conflicts with laws of the State of Oklahoma, including but not limited to the opinions of the Oklahoma Attorney General, or infringe upon the authority of the Oklahoma Attorney General shall be inapplicable to the State of Oklahoma.

4. Compliance with Applicable Oklahoma Laws

For all services provided to the State of Oklahoma under this MPA by Vendor to Facilities in the State of Oklahoma, Vendor shall comply with all applicable federal, State of Oklahoma, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- 4.1 Be registered as a business entity licensed to do business in the State of Oklahoma, have obtained a sales tax permit, and be current on franchise tax payments to the State of Oklahoma, as applicable.
- 4.2 As applicable, Vendor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State of Oklahoma.

5. Oklahoma Fees and Contract Usage Report

If Vendor has sold products to Oklahoma Facilities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "Contract Usage Report" shall include the following: (A) the applicable state contract number; (B) report amount(s); (C) reporting period covered; and (D) the applicable state agency name(s). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- A. Must be submitted electronically in Microsoft Excel format.
- B. Quarterly reporting periods are as follows:
 - i. January 01 through March 31, due May 15th
 - ii. April 01 through June 30, due August 15th
 - iii. July 01 through September 30, due November 15th
 - iv. October 01 through December 31, due February 15th

All Contract Usage Reports shall be delivered to: E-mail: strategic.sourcing@omes.ok.gov

For Oklahoma Facilities, the State of Oklahoma assesses a state fee in the sum of one percent (1%) on all net sales transacted by any Oklahoma Facilities under this MPA (the "Oklahoma State Fee"). Vendor will add the following Oklahoma State Fee on top of the MMCAP Infuse contract price to all invoices, and it will be calculated on the total invoice cost. The Oklahoma State Fee shall not be reflected as a separate line item in Vendor's billing to Oklahoma Facilities. Vendor shall submit the Oklahoma State Fee on a quarterly basis. Failure to remit the Oklahoma State Fee quarterly may result in cancellation of this MPA.

Payment of the Oklahoma State Fee shall be made via company check payable to OMES within forty-five (45) calendar days from the completion of the applicable quarterly reporting period set forth above.

Oklahoma State Fee shall be mailed to:

Office of Management and Enterprise Services
Attention: Accounts Receivable
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, OK 73105