



**State of Oklahoma  
Office of Management and Enterprise  
Services  
Central Purchasing**

**Notice of Statewide Contract  
Award**

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

**Contract Title:** Medical Supplies

**Contract Issuance Date:** November 28, 2018

**Statewide Contract #:** SW0015A

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

**Contract Period:** November 20, 2018 through February 23, 2020

**Agreement Period:** November 20, 2018 through February 23, 2023

**Authorized Users:** All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities may avail themselves of the contract.

**Contract Priority:** This is a Mandatory Contract

**Type of Contract:** Indefinite Quantity, Fixed Price to be delivered on an as needed basis

**OMES-CP Contact:** Theresa Johnson  
Contracting Officer

**Phone:** 1-405-521-2289  
**Email:** [theresa.johnson@omes.ok.gov](mailto:theresa.johnson@omes.ok.gov)



## Awarded Supplier Information

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**Supplier Name:** McKesson Medical-Surgical  
Minnesota Supp

**Supplier ID #:** 0000019009

**Supplier Address:** 8121 10<sup>th</sup> Ave North

**City:** Golden Valley

**State:** MN

**Zip Code:** 55427

**Contact Person Name:** Lori Lumpkin

**Phone #:** 1-804-475-1564

**Title:** Manager Customers & Contracts

**Fax #:** 1-800-237-9766

**Email:** Lori.Lumpkin@McKesson.Com

**Website:** <https://www.mckesson.com>

**Authorized Location:** ☐ Locations list attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 5435

**Delivery:** FOB Destination, Freight Prepaid and Allowed

**Minimum Order:** N/A

**P/Card Accepted:** ☒ Yes

☐ No

**Other:** CUSTOMER SERVICE CONTRACT

FOR MMCAP MEMBERS

EMAIL: MCK.MMCAP@McKession.com

PHONE: 844-576-6227



Amendment 15

## **MEMBER-REQUESTED PARTICIPATION AGREEMENT**

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This Member-requested Participation Agreement (MPA) is by and between:

**MCKESSON MEDICAL-SURGICAL INC.; MCKESSON MEDICAL-SURGICAL  
MINNESOTA SUPPLY INC.; MOORE MEDICAL, LLC.  
(MCKESSON OR CONTRACTOR),**

**and**

**STATE OF OKLAHOMA**

and amends the Contract between MMCAP and Vendor to include the terms set forth herein:

The terms of this MPA are entered into by and between Vendor and the State of Oklahoma. Neither the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") nor the State of Minnesota are bound by the terms herein. MMCAP and the State of Minnesota, as a party to the Original Contract, execute this MPA only to signify its approval of the content of this MPA.

The following terms and conditions apply solely to the performance of Vendor and Oklahoma and solely for facilities designated as State of Oklahoma MMCAP Members. This MMCAP contract is classified as a State of Oklahoma Statewide Contract and is available to any agency of the State of Oklahoma; 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. These terms of this MPA will be enforced solely by Oklahoma.

**Term:** This MPA is effective upon final signature, and expires upon the expiration of MMCAP's Contract with Vendor (MMS18000) or by any party upon 30 days' written notice to the other parties to this MPA listed below.

**Scope:** The State of Oklahoma desires to access the MMCAP Contract for Medical Products Program, which is incorporated into this MPA by reference.

**Additional Terms:**

The following terms and conditions apply solely to the performance of Vendor and the State of Oklahoma and solely for facilities designated as applicable by the State of Oklahoma. In no respects and under no circumstances will the Additional Terms apply to the State of Minnesota or the MMCAP program. This MPA will be enforced by the State of Oklahoma.

This document includes all discussions and negotiations of the parties related to Vendor's services and the parties agree to be bound.



## **MEMBER-REQUESTED PARTICIPATION AGREEMENT**

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### **1. Exemption from Sales and Use Tax**

Pursuant to Title 26 of the United States Code and 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. Upon request, MMCAP Members 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 MMCAP Member.

### **2. Payment**

Payment will be Net 45 days. Interest on late payments will be paid in accordance with 62 O.S. § 34.72.

When awarded and to receive payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

### **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.

### **4. Termination for Non-Appropriation**

The State of Oklahoma may terminate this MPA in whole or in part immediately if funds sufficient to pay its obligations under this MPA are not appropriated by the State of Oklahoma legislature.

### **5. Termination for Cause**

The State of Oklahoma may terminate this MPA immediately without a thirty (30) day written notice to Vendor, if Vendor's material breach is reasonably determined (i.) to be an impediment to the function of the State of Oklahoma and detrimental to the State of Oklahoma, (ii.) when conditions preclude the thirty (30) day notice, or (iii.) or when the State of Oklahoma determines that an administrative error occurred prior to Contract performance.

The MMCAP Member may terminate a purchase order immediately without a thirty (30) day written notice to Vendor, if Vendor's material breach is reasonably determined (i.) to be an impediment to the function of the MMCAP Member Facility or the State of Oklahoma and detrimental to the MMCAP Member or the State of Oklahoma, or (ii.) when conditions preclude the thirty (30) day notice

If the Contract, certain obligations under the Contract, or this MPA are terminated, the MMCAP Member shall be liable only for payment for products or services delivered and accepted prior to the date of such



## **MEMBER-REQUESTED PARTICIPATION AGREEMENT**

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termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. In no event shall a MMCAP Member be liable to the Vendor for compensation for any products neither requested nor accepted by the MMCAP Member or for any services neither requested by the MMCAP Member nor satisfactorily performed by the Vendor. In no event shall the State of Oklahoma's exercise of its right to terminate this MPA for cause relieve the Vendor of any liability to the State of Oklahoma or an MMCAP Member for claims arising under this MPA.

The Vendor's repeated failure to provide products and/or services, even though provided an opportunity to cure the underlying cause of the failure, shall constitute a material breach of the Vendor's obligations, which may result in partial or whole cancellation of this MPA.

### **6. Compliance with Applicable Oklahoma Laws**

For all services provided under this MPA by Vendor to MMCAP Members 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:

6.1 Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify); and

6.2 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.

6.3 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.

### **7. Invalid Term or Condition**

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.

### **8. Administrative Fees and Contract Usage Report**

For Oklahoma MMCAP Member 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). Contract Usage Reports shall also include usage of the Participating



Amendment 15

## **MEMBER-REQUESTED PARTICIPATION AGREEMENT**

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Addendum by any other governmental entities (i.e. county, city, etc.). 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. Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.
- C. Quarterly reporting periods are as follows:
  - i. January 01 through March 31, due May 15<sup>th</sup>
  - ii. April 01 through June 30, due August 15<sup>th</sup>
  - iii. July 01 through September 30, due November 15<sup>th</sup>
  - iv. October 01 through December 31, due February 15<sup>th</sup>

All Contract Usage Reports shall be delivered to: E-mail: [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)

For Oklahoma Participating MMCAP Members, the State of Oklahoma assesses a state fee in the sum of one percent (1%) on all net sales transacted by any Oklahoma MMCAP Member under this MPA (the "Oklahoma State Fee"). Vendor will add the following Oklahoma State Fee on top of the MMCAP 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 Participating MMCAP Members. 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. Vendor agrees to notify OMES-Central Purchasing Procurement via the email address set forth below twenty-four (24) hours in advance of Vendor's submitting payment of the Oklahoma State Fee.

Oklahoma State Fee shall be mailed to:

Office of Management and Enterprise Services  
Attention: Accounts Receivable  
5005 North Lincoln Boulevard, Suite 200  
Oklahoma City, OK 73105



Amendment 15

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BY AND BETWEEN:

**1. MCKESSON MEDICAL-SURGICAL INC.; MCKESSON MEDICAL-SURGICAL  
MINNESOTA SUPPLY INC.; MOORE MEDICAL, LLC;**

DocuSigned by:  
By: [Signature]  
John Campbell

Date: 11/8/2018

Title: Vice President, Government Sales

**2. State of Oklahoma**

By: [Signature]

Date: 11/20/18

Title: State Purchasing Director

IN AN APPROVAL CAPACITY ONLY:

**3. State of Minnesota for MMCAP**

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

By: [Signature]  
Sara Turnbow, PharmD, BCPS

Date: 11-20-18

**4. Minnesota Commissioner of Administration**

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

By: [Signature]

Date: 11/20/18



## CONTRACT

# State of Oklahoma

## Dispatch via Print

**Supplier** 0000019009  
MCKESSON MEDICAL-SURGICAL MINNESOTA SUPP  
8121 10TH AVE N  
GOLDEN VALLEY MN 55427-4401  
USA

<b>Contract ID</b> 0000000000000000000000005435				Page 1 of 1
<b>Contract Dates</b> 11/28/2018 to 03/01/2020	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date	
<b>Description:</b> From Req ID - 0900012212		<b>Contract Maximum</b> 0.00		
<b>TYPE: STATEWIDE</b>				

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	42172201 / 1000009560 SUPPLIES: Medical Supplies IN ACCORDANCE WITH MMCAP CONTRACT #MMS18000	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000			
		EA		0001		

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**