

Overview for Medical Supplies Contract (Legacy # 8530-01)

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

The Medical Supplies contract, which consists of syringes & needles, drug kits, patient care toiletries, wheelchairs and accessories. Is estimated to be an annual spend among the CWOPA agencies of approximately \$3.5 - 4.0 million, with the primary using agencies being DOC, DPW and DMVA. All county (67) nursing homes may piggy-back off of this contract. Each of the suppliers will accept SRM purchase orders. The Commonwealth is piggy-backing off the MMCAP contract. All users of this contract must register with MMCAP to use this contract.

CONTRACT INFO

Contract Number & Title	Medical Supplies -- 4600010190 (McKesson); 4600010244 (Physician Sales and Service); 4600010831 (Medtox) & 4600010824 (Amerian Bio-Medical)
Number of Suppliers	4 - McKesson, PSS, Medtox and Amerian Bio-Medical
Validity Period	June 2006 through May 2008
DGS Point of Contact	Michelle L. Scott, Commodity Specialist
Contact Phone #	717-703-2942
Email	miscott@state.pa.us

PRICING HIGHLIGHTS

The Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) is a coalition of states and/or political subdivisions formed to standardize and consolidate state requirements for pharmaceuticals, equipment and medical supplies, and to cooperatively contract for such requirements. The Commonwealth of Pennsylvania, by and through its Department of General Services, agrees to participate as a member of MMCAP and to purchase Medical Supplies for its Commonwealth institutions through contracts entered into by MMCAP. The Commonwealth is going to piggyback off the MMCAP contract for pricing. Agencies will deal directly with McKesson and PSS. There is an approximate saving of 7.5% by using the MMCAP contract. These items were on several different contracts previously. It is much easier for the end user because they only use 4 contracts instead of several.

PROCESS TO PURCHASE

Agencies not currently enrolled as MMCAP Pharmaceuticals & Medical Supply members must complete and execute the MMCAP Membership form and Agreement which can be obtained at mmcap.org. The completed application and agreement must be submitted to the MMCAP-PA State Contact for Medical Supplies, Michelle L. Scott prior to contract usage. This Agreement is entered into by participating states and/or political subdivisions pursuant to their respective laws, rules, and regulations. The Commonwealth of Pennsylvania, Department of General Services is authorized to participate in the MMCAP cooperative purchasing program by Section 1902 of Act 57 of 1998. Each of the suppliers will accept SAP/SRM purchase orders. P-card is acceptable with prior approval from supplier. There is no minimum order required. Agencies will deal directly with suppliers: PSS (Joy Lincoln) @ phone: 1-800-724-8639; fax: 717-394-6057 McKesson (Marsha Chevalier) @ phone: 800-328-8111, ext. 6927; fax: 800-237-9766, Medtox (Liza Mize) @ phone: 877-716-7232; fax: 866-670-6305 American Bio-Medical (Todd Bailey) @ phone: 952-949-0729; fax: 952-949-0725

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT SCOPE/OVERVIEW: This Contract 8530-01(identified here and in the other documents as the "Contract") will cover the requirements of Medical Supplies for all agencies of the Commonwealth. The Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) is a coalition of states and/or political subdivisions formed to standardize and consolidate state requirements for pharmaceuticals, equipment and medical supplies, and to cooperatively contract for such requirements. The Commonwealth of Pennsylvania, by and through its Department of General Services, agrees to participate as a member of MMCAP and to purchase Medical Supplies for its Commonwealth institutions through contracts entered into by MMCAP.

ORDER OF PRECEDENCE: These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

TERM OF CONTRACT: The Contract shall commence on the Effective Date no earlier than June 1, 2006 and expire on May 31, 2008.

OPTION TO RENEW: The contract with the vendors may be renewed for three (3) additional one-year (1) terms by mutual agreement between the Commonwealth, MMCAP and the vendors. If the Contract is renewed, the same terms and conditions shall apply

OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE: The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

ADDRESS OF PURCHASE ORDER: Commonwealth agencies may issue purchase orders against this Contract for supplies required by the agencies (using agencies). Please state below where the Purchase Orders should be sent (name, address, city, state, zip code).

Contact person: _____

Telephone Number: _____

E-mail Address: _____

FOR: ALL USING AGENCIES OF THE COMMONWEALTH THAT ARE MMCAP MEMBERS. Agencies not currently enrolled as MMCAP Pharmaceuticals & Medical Supply members must contact the MMCAP PA State Contact, Terry Rohrer (717-787-5180), before proceeding to use this contract to obtain necessary membership application and authorization to use.

AUTHORIZATION - This Agreement is entered into by participating states/and/or political subdivisions pursuant to their respective laws, rules, and regulations. The Commonwealth of Pennsylvania, Department of General Services is authorized to participate in the MMCAP cooperative purchasing program by Section 1902 of Act 57 of 1998.

McKesson Medical-Surgical Minnesota Supply Inc., 8121 10th Avenue North, Golden Valley, MN 55427 & Physician Sales & Service Inc., 4345 Southpoint Blvd., Jacksonville, Florida 32216

ORDERING LOCATION For McKesson

Orders can be placed via telephone 1-800-328-8111 ext. 6588, email to governmentsales@McKesson.com , faxed to 800-237-9766, or placed online. (Online users will have to obtain a user I.D. and password.)

Mailing Address:
McKesson Medical-Surgical Minnesota Supply Inc.
8121 10th Avenue North
Golden Valley, MN 55427

Remit address:
McKesson Medical-Surgical Minnesota Supply Inc.
PO Box 27100
Golden Valley, MN 55427

ORDERING LOCATION For PSS

Orders can be placed via telephone 1-888-860-4499 ext. 1560, email to MCampanella@pssd.Com, faxed to 717-757-0162, or placed online. (Online users will have to obtain a user I.D. and password).

Mailing Address:
1950 Ruffin Mill Road
Colonial Heights, VA 23834

DELIVERY - 3 DAYS

McKesson & PSS must deliver all routine scheduled order shipments F.O.B destination freight (prepaid) only. The Vendor will maintain title and assume all risk of loss or damage to the items furnished until receipt, inspection, and acceptance of the shipment by the ordering MMCAP Facility. Signature of delivery receipt will not constitute final acceptance. Notice of any discrepancies in the products delivered will be conveyed to the Vendor within two business days after delivery receipt.

McKesson & PSS must not refuse to deliver to any MMCAP Facility without notification to the MMCAP Office.

McKesson & PSS must deliver, at no extra charge, to a single mutually agreeable site at each MMCAP Facility (inside deliveries accepted only). Additional delivery sites may be added at an MMCAP Facility upon the majority agreement of the MMCAP Facility, MMCAP Office, and the MMCAP-contracted Vendor.

McKesson & PSS must deliver ordered products to a different address than that from which the order was placed and the invoice is sent.

In the case of any emergency delivery, the MMCAP facility will incur a separate delivery charge, not to exceed Vendor's actual cost, for the additional delivery. Delivery schedules and purchase order deadlines may be reviewed and changed from time to time as mutually agreed upon by McKesson & PSS and MMCAP Facility. Vendor will make every reasonable effort to accommodate individual order entry and delivery requirements. No fee will be assessed without prior communication to MMCAP, the State or Agency and the effected member.

Vendor will only ship hazardous materials as allowed by the appropriate government regulations.

SUPPLY OF MEDICAL PRODUCTS & TOILETRIES: The Vendors, McKesson Medical & Surgical & PSS shall, during the term of this contract and any renewals and extensions, supply Commonwealth agencies with the medical supply products & toiletries listed in MMCAP's GroupNet Catalog – (Contract Item Listing) at the prices stated in this Catalog.

QUANTITIES: The Department agrees, through this contract, that Commonwealth agencies shall purchase exclusively from MMCAP, through the vendors, McKesson Medical & Surgical, & PSS, the Medical supplies products covered by this contract, but only in such quantities as represent the actual requirements of the Commonwealth.

BILLING: The vendors, McKesson Medical and Surgical & PSS, shall ship or arrange for shipment of medical supply products directly to the Commonwealth agency location which ordered the items. McKesson & PSS shall send all invoices to the Commonwealth for payment. The amount shown on the invoice for the medical supply products delivered shall be equal to the price for the items as shown in MMCAP's Catalog (effective May 1, 2006) and any subsequent price change notices. The Department agrees that all items purchased under this contract shall be only for the use of Commonwealth agency institutions.

NOT ON-CONTRACT PRODUCT: If a medical supply (either brand name or generic) is not included in MMCAP's contract, but is available through the vendors, McKesson & PSS, agencies may place orders with the vendors. However, the medical supply's must be ordered on a separate purchase order in accordance with regular purchasing procedures.

CUSTOMER SERVICE

McKesson & PSS will have a customer service department available to perform inventory checks, answer product or general information requests, and assist with billing inquiries. This customer service department must be accessible via local or toll-free phone lines to all assigned MMCAP Facilities throughout the business day. McKesson & PSS personnel serving MMCAP, especially customer service representatives, medical supply buyers, and contact persons, must have appropriate experience and training to provide exceptional customer service.

Customer service phones are staffed from 8 AM through at least 4:30 PM (Division time), with many distribution centers offering extended hours.

Returns

Returned goods policies must encompass, at a minimum, the following:

- All returns must be picked up within five working days of notification or at the next delivery, whichever is greater. Notification is defined as given verbally, in writing, fax, or by electronic means.
- No restocking charges will be imposed on the return of "Wrong Product," "Ordered in error," and "Short Dating" orders.
- For "Recalled Items," pickup must be within five working days from date of notification or at the next delivery, whichever is greater or as specified in the recall notice.
- For items found to be in any way defective; pickup must be within five working days from notification of the noticed defect or at the next delivery, whichever is greater.
- For apparent damaged products refused on receipt of delivery, the MMCAP Facility must notify the Vendor of the damaged product. The Vendor must replace or credit the damaged product within 24 hours, upon reorder by the MMCP Facility, at no extra delivery charge.
- All credits must be issued within 10 working days of the return of the goods.
- MMCAP reserves the right to deduct from the invoice all credits not issued 10 working days after the return of the goods.

INQUIRIES: Direct all questions concerning this contract to:

Terry Rohrer,		Specialist
Commodity		Procurement
Bureau	of	
555 Walnut Street		
Forum Place,		
6 th Floor		
Harrisburg,	PA	17101
Telephone: (717) 787-5180		
Fax: 717-783-6241		
E-mail: trohrer@state.pa.us		



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

REPRINT Page 1 / 2
Contract Number: 4600010190
Creation Date: 05/19/2006

Purchasing Agent:
 Name: Terry Rohrer
 Phone: 717-787-5180
 Fax: 717-346-3820
 E-mail: trohrer@state.pa.us
 Valid from/to: 06/01/2006 - 05/31/2008

Your vendor number with us: 164157
 Vendor Name/Address:
 MCKESSON MEDICAL SURGICAL MINNESOTA
 SUPPLY INC
 PO Box 27100
 GOLDEN VALLEY MN 55427-0100
 Vendor Fax Number: 800-237-9766

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: _____
 Our Quotation: _____

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	Medical Supplies-MMCAP-McKesson					
	Item text Orders can be placed via telephone 1-800-328-8111 ext. 6588, email to governmentsales@mckesson.com , faxed to 800-237-9766, or placed online. (Online users will have to obtain a user I.D. and password.) Mailing Address: McKesson Medical-Surgical Minnesota Supply Inc. 8121 10th Avenue North Golden Valley, MN 55427 Remit address: McKesson Medical-Surgical Minnesota Supply Inc. PO Box 27100 Golden Valley, MN 55427					

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



REPRINT Page 2 / 2
Contract Number: 4600010190
Creation Date: 05/19/2006

Vendor Name:

MCKESSON MEDICAL SURGICAL MINNESOTA

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
Material/Service No.						

-----SUPPLEMENTAL INFORMATION-----

Header text
The Commonwealth is going to Piggyback off the MMCAP contract for pricing. Agencies will deal with McKesson and PSS. If any questions arise please contact Terry Rohrer, 717.787.5180. Email address is TRohrer@state.pa.us

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

750,000.00
ESTIMATED VALUE



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

REPRINT Page 1 / 1
Contract Number: 4600010244
Creation Date: 05/30/2006

Purchasing Agent:
 Name: Terry Rohrer
 Phone: 717-787-5180
 Fax: 717-346-3820
 E-mail: trohrer@state.pa.us
 Valid from/to: 06/01/2006 - 05/31/2008

Your vendor number with us: 199684
 Vendor Name/Address:
 PHYSICIAN SALES & SERVICE INC
 520 W PARK STE 520
 LEETSDALE PA 15056-1025
 Vendor Fax Number: 800-472-2791

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: _____
 Our Quotation: _____

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
Material/Service No.						

00010 PSS catalog - MMCAP

-----SUPPLEMENTAL INFORMATION-----

Header text

The Commonwealth is going to piggyback off the MMCAP contract for pricing. Agencies will deal directly with McKesson & PSS. If there are any questions please contact Terry Rohrer - 717.787.5180 Email address TROhrer@state.pa.us

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

200,000.00
 ESTIMATED VALUE

Contract Reference Number: Legacy # 8530-01
SAP# 4600010124
Change Number: 1
Change Effective Date:7/6/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Medical Supplies
Contract Period: Beginning 6/1/2006 and Ending 5/31/2008
Buyer Name: Terry Rohrer/YD4

CHANGE SUMMARY:

The contact information has changed for PSS.

Agencies in the western part of the state should contact 1-724-251-2800

Agencies in the eastern part of the state should contact Mr. Lamatto @ 1-973-775-8600

Agencies in South Central Pennsylvania should contact Mr. Campanella @ 1-888-860-4499 EXT 1560

The email addresses is incorrect for McKesson it should be government.sales@McKesson.com

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: Legacy # 8530-01 SAP# 4600010124 & 46000010190

Change Number: 2

Change Effective Date:7/1/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Medical Supplies
Contract Period: Beginning 6/1/2006 and Ending 5/31/2008
Buyer Name: Terry Rohrer/YD4

McKesson and PSS will honor Visa cards but agencies must be approved with McKesson and PSS previous to use.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: Legacy # 8530-01 SAP# 4600010124
Change Number: 3
Change Effective Date:9/12/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Medical Supplies
Contract Period: Beginning 6/1/2006 and Ending 5/31/2008
Buyer Name: Terry Rohrer/YD4

CHANGE SUMMARY:

The contact information has changed for PSS. The contact previously was Mike Campanella. It is now Cathy Wary.

Agencies in southcentral Pennsylvania should contact Cathy Wary @ 717-872-6889

Cathy's email address is CWary@pssd.com
The fax # is 717-872-6974.
The mailing address is 2182 Millersville Road
Lancaster, PA 17603

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: Legacy # 8530-01 SAP# 4600010805,4600010824,4600010829,4600010831

Change Effective Date:01/01/2007
Change # 4

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Medical Supplies
Contract Period: Beginning 6/1/2006 and Ending 5/31/2008
Buyer Name: Terry Rohrer/YD4

CHANGE SUMMARY:

An agency can now buy Drug Test Kits off this contract. These are part of MMCAP.

The SAP #'s are;

America Bio Medica – 4600010824

Branan – 4600010829

Medtox - 4600010831

Varian – 4600010805

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 8530-01
SAP Contract Number:4600010829, 4600010824
Change Number: # 5
Change Effective Date:07/01/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Medical Supplies
Contract Period: Beginning 6/1/2006 and Ending 5/31/2008
Commodity Specialist Name: Terry Rohrer

CHANGE SUMMARY:

Please delete 2 contracts from use. The contract #'s to use for Drug Test Kits are 4600010831 & 4600010829.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Medical Supplies
Contract Period: Beginning 6/1/2006 and Ending 5/31/2008
Buyer Name: **Mark Robinson**

CHANGE SUMMARY:

Terry Rohrer was handling this contract. It will now be managed by Mark Robinson. If you have any questions please call or email Mark.
Phone # 717-787-7417 Email address: markrobins@state.pa.us

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 8530-01
Collective Number: N/A
SAP Contract Number: 4600010190, 4600010244,
4600010831, 4600010824
Change Number: 7
Change Effective Date: 8/13/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Medical Supplies
Contract Period: Beginning 6/01/2006 and Ending 5/31/2008
Commodity Specialist Name: **Michelle L. Scott - 717-703-2942**

CHANGE SUMMARY:

Change Commodity Specialist name to: **Michelle L. Scott**
Phone: 717-703-2942
Fax: 717-346-3820
Email: miscott@state.pa.us

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: Legacy # 8530-01
Collective Number: N/A
SAP Contract Number: 4600011904
Change Number: 8
Change Effective Date: October 11, 2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Medical Supplies
Contract Period: Beginning 6/1/2006 and Ending 5/31/2008
Commodity Specialist Name: Michelle L. Scott/ 717-703-2942

CHANGE SUMMARY:

Agencies can buy Drug Test Kits off the below listed contract, which is part of MMCAP.

SAP Contract Agreement # 4600011904

Vendor #: 171187 Supplier Name: Varian Inc.

Contact Person: Donna King - donna.king@varianinc.com

Phone: 800-737-9667 Fax: 919-677-1311

Contract Reference Number: Legacy #8530-01
Collective Number: N/A
SRM/SAP Contract Number: 4600010244 and 4600010190
Change Number: 9
Change Effective Date: November 19, 2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Medical Supplies
Contract Period: June 1, 2006 and Ending May 31, 2008
Commodity Specialist Name: Michelle L. Scott/ Y12/717-703-2942

CHANGE SUMMARY:

This notice is to inform all users of Statewide Medical Supplies Contracts 4600010244 (PSS Catalog –MMCAP) and 4600010190 (McKesson Medical Supplies Catalog-MMCAP), that they are to discontinue purchasing all types of Medical Gloves from the previously mentioned contracts.

A Statewide Contract for General Laboratory Supplies 4600012524 (VWR International Inc.) has been created for agencies use and incorporated in this contract is Medical Gloves. Please refer to the Laboratory Supplies Contract overview for specific information regarding contract.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.