

**STATE OF NEBRASKA CONTRACT AWARD**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14993 OC**

PAGE 1 of 1	ORDER DATE 02/28/23
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 1933463	
VENDOR ADDRESS:  MCKESSON MEDICAL SURGICAL INC DBA MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC 9954 MAYLAND DR STE 5176 HENRICO VA 23233-1464	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**MARCH 02, 2023 THROUGH MAY 01, 2023**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from MMCAP Contract MMS18000

Contract to supply and deliver Medical Supplies, Services, and Equipment to the State of Nebraska as per the attached specifications for the contract period of March 02, 2023 through May 01, 2023, per the terms, conditions and specifications of the McKesson Medical-Surgical Contract MMCAP MMS18000.

To access contracted pricing and receive potential "shareback" credits on purchases from this contract, each facility must have or obtain a MMCAP member number. Contact the State Purchasing Bureau Buyer on this contract for additional information and the required MMCAP Application documents.

Payment Terms: Pay within ten (10) days -2% discount. Pay within fifteen (15) days - 1% discount. Net 45.

(For the File - The Materials and Management Division of the State of Minnesota with the input of the members of the Minnesota Multistate Contracting Alliance for Pharmacy [MMCAP] bid and awarded this contract. Nebraska is a member of MMCAP. All backup bids, etc. retained by the State of Minnesota.)

Vendor Contact: Customer Service  
Phone: 833-343-2700  
Email: Government.CustomerService@mckesson.com

This is the first Extension of the Contract as amended by MMCAP Infuse Contract MMS18000 Amendment 39. (BT 02/28/23)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	MEDICAL SURGICAL EQUIPMENT SUPPLIES	4,000,000.0000	\$	1.0000

DS  
CK

3/1/2023

DocuSigned by:

Vicki Collins 3/1/2023

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BUYER

DocuSigned by:

Amara Block 3/2/2023

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MATERIAL ADMINISTRATOR

**AMENDMENT NO. 39 TO MMCAP INFUSE CONTRACT NO. MMS18000**

THIS AMENDMENT NO. 39 ("**Amendment**") is entered into on the date all required signatures are obtained for this document ("**Effective Date**") by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and McKesson Medical-Surgical Inc., a corporation located at 9954 Mayland Drive, Suite 4000, Richmond, VA 23233; McKesson Medical-Surgical Minnesota Supply Inc., a corporation located at 9954 Mayland Drive, Suite 5176, Henrico, VA 23233; and McKesson Medical-Surgical Government Solutions LLC, a limited liability company located at 9954 Mayland Drive, Suite 5176 Henrico, VA 23233 (collectively "**Vendor**").

**RECITALS**

WHEREAS, MMCAP Infuse and Vendor entered into MMS18000 on March 1, 2018 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of the MMS18000 Amendment 1 on May 21, 2018; Amendment 16 on December 21, 2018; Amendment 17 on November 28, 2018; Amendment 20 on March 25, 2019; Amendment 26 on April 8, 2020; Amendment 28 on October 30, 2020; Amendment 29 on November 9, 2020; Amendment 31 on March 30, 2021; Amendment 32 on August 31, 2021; Amendment 33 on October 1, 2021; Amendment 34 on October 26, 2021; Amendment 35 on December 31, 2021; Amendment 36 on April 5, 2022; Amendment 37 on December 14, 2022; and Amendment 38 on January 25, 2023; together, Original Contract and Amendments 1, 16, 17, 20, 26, 28, 29, and 31-38 will be referred to as "**Agreement**";

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Agreement and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

**Modifications:**

**Revision 1:** *ARTICLE 4: CONTRACT TERMS AND CONDITIONS, Paragraph 2. Contract Expiration Date* in the Agreement will be revised as follows:

**2. Contract Expiration Date**

May ~~March~~ 1, 2023, the Contract may be extended upon execution of a written amendment and acceptance of both parties.

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

**[End of Amendment; Signature Page Follows]**

**VENDOR:**

**McKesson Medical-Surgical Inc.**  
**McKesson Medical-Surgical Minnesota Supply Inc.**  
**McKesson Medical –Surgical Government Solutions LLC**

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

Name: Deborah Haywood  
Signature: *Deborah Haywood*  
Title: Vice President, General Manager  
Date: 2/9/2023

DocuSigned by:  
*Deborah Haywood*  
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**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Name: James Babbitt  
Signature: *James Babbitt*  
Date: 2/10/2023

DocuSigned by:  
*James Babbitt*  
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**COMMISSIONER OF ADMINISTRATION**

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

Name: Christina Fox  
Signature: *Christina Fox*  
Date: 2/10/2023

DocuSigned by:  
*Christina Fox*  
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[Signature Page]