



MEMORANDUM

**City of Austin
Financial Services Department
Purchasing Office**

DATE: October 26, 2020
TO: Memo to File
FROM: Erin D'Vincent, Procurement Supervisor
RE: MA 9100 GC190000001 – Vaccines

This contract expiration date was changed to 10/26/2020 during the Department 5000 MA conversion. MA 5000 GC190000001 is the new contract which was replicated from this original contract.



MEMORANDUM

**City of Austin
Financial Services Department
Purchasing Office**

DATE: July 9, 2020

TO: Memo to File

FROM: John Hilbun, Contract Mgmt Specialist IV

RE: MA 9100 GC190000001 for Vaccines with vendors: ***Sanofi Pasteur, Inc., GlaxoSmithKline LLC, & Merck Sharp & Dohme Corp.***

The following MMCAP contracts for vaccines for the three authorized vendors have been superceded or extended as described below. The expiration in Advantage has been extended to the earliest expiration of the three, 12/30/20.

MMCAP Contract #	Vendor	Expiration Date	Notes/Extensions
MMS2000177 (replaces MMS15112)	GSK	06/30/24	-superceded by a new MMCAP contract MMS2000177
MMS2000315 (replaces MMS15147)	Merck	06/30/24	-being superceded by a new MMCAP contract MMS2000315
MMS17019	Sanofi	12/30/20	-Extended through 12/30/20.

AMENDMENT 58 TO MMCAP CONTRACT NO. MMS15112

THIS AMENDMENT 58 ("Amendment") is entered into as of July 1, 2019 or the date MMCAP obtains all required signatures within this document, whichever is later ("Effective Date") by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and GlaxoSmithKline LLC, a Delaware corporation having a place of business at 5 Crescent Drive, Philadelphia, PA 19112 and Five Moore Drive, Research Triangle Park, NC 27709 ("Vendor").

RECITALS

WHEREAS, MMCAP and Vendor entered into a Contract MMS15112 on July 1, 2015 ("Original Contract");

WHEREAS, MMCAP and Vendor amended certain terms and conditions of the Original Contract by the way previous legal agreements between MMCAP and Vendor, collectively the Original Contract and the previous legal agreements will be referred to as the "Agreement";

WHEREAS, MMCAP 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 Original Contract amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Original Contract 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 which 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.

Modifications

Revision 1: Upon the Effective Date, any reference to the Expiration Date of June 30, 2019 appearing in the Agreement is deleted and replaced with June 30, 2020. The Agreement may be extended upon mutual agreement 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.

VENDOR: GlaxoSmithKline 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:

Signature:

Title:

Date:

Thomas Stales
[Signature]
VP, National Accounts
5/14/2019

STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. State. 16C.03, Subd.3

Name:

Signature:

Date:

Sung Hobb. LL
[Signature]
May 14, 2019

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. 16C, Subd. 2

Name:

Signature:

Date:

[Signature]
[Signature]
5-14-19

AMENDMENT 5 TO MMCAP CONTRACT NO. MMS15147

THIS AMENDMENT 5 ("Amendment") is entered into as of July 1, 2019 or the date MMCAP obtains all required signatures within this document, whichever is later ("Effective Date") by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Merck Sharp & Dohme Corp. (Vaccine Division), a corporation with an address of P.O. Box 4, WP97-B366, West Point, Pennsylvania 19486 ("Vendor").

RECITALS

WHEREAS, MMCAP and Vendor entered into a Contract MMS15147 on July 1, 2015 ("Original Contract");

WHEREAS, MMCAP and Vendor amended certain terms and conditions of the Original Contract by the way of previous legal agreements between MMCAP and Vendor, collectively the Original Contract and the previous legal agreements will be referred to as the "Agreement";

WHEREAS, MMCAP 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 Original Contract amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Original Contract 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 which 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.

Modifications

Revision 1: Upon the Effective Date, any reference to the Expiration Date of June 30, 2019 appearing in the Agreement is deleted and replaced with June 30, 2020. The Agreement may be extended upon mutual agreement 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.

VENDOR: Merck Sharp & Dohme Corp. (Vaccine Division)

The Vendor certifies 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: Michael Taylor
Signature: [Signature]
Title: Executive Director
Date: 3-7-19

STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. State. 16C.03, Subd.3

Name: Sara Turnbow
Signature: [Signature]
Date: 3-12-19

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. 16C, Subd. 2

Name: Deanna VanderPlants
Signature: [Signature]
Date: 3/13/2019

October 30, 2018

Ms. Jennifer VanderPlaats
Minnesota Multistate Contracting
Alliance for Pharmacy
Materials Management Division
Department of Administration
50 Sherburne Ave, Room 112
St. Paul, MN 55155

Subject: MMCAP Contract #MMS17019
Sanofi Pasteur Inc. Contract #430182

Dear Ms. VanderPlaats:

Sanofi Pasteur Inc. is pleased to offer the following Fluzone® contract terms for the 2019-2020 season:

Reservations may be placed against the awarded contract amount until March 31, 2019. After March 31, 2019, reservation requests will be accepted subject to product availability.

Pricing: The attached Addendum A provides the 2019-2020 vaccine formulations, prices, and discounts. Payment terms will remain at 2% 30, Net 31 days.

Shipping Commitments: Sanofi Pasteur Inc. expects to make a partial shipment of each MMCAP Participating Facilities' total Fluzone request, as follows:

Shipping Commitment Presentation	Shipping Commitment Dates and Percentages of Total Confirmed Fluzone Vaccine Reservation by March 31, 2019
Fluzone Quadrivalent vaccine 0.5 mL syringe and Fluzone Quadrivalent vaccine 0.25 mL syringe and Fluzone High-Dose vaccine and Flublok Quadrivalent vaccine 0.5 mL syringe and Fluzone Quadrivalent MDV vaccine and Fluzone Quadrivalent vaccine 0.5 mL unit vial	August 31, 2019 = 25% September 30, 2019 = 75% October 31, 2019 = 100%

Sanofi Pasteur Inc. reserves the right to schedule shipments and/or make partial shipments with prior notification. This shipping commitment only applies to each Member's confirmed request for the 2019-2020 influenza season and must be confirmed by March 31, 2019. Any doses confirmed or any modification to the Fluzone vaccine request by Members after March 31, 2019 will be excluded from the shipping commitments above.

Return Policy: Upon expiration, MMCAP Participating Facilities may return 25% of unused doses (by presentation) and receive full credit of the net purchase price, less excise tax. Credit may be applied to any Sanofi Pasteur vaccine purchased directly from Sanofi Pasteur. Returns will be accepted after May 31, 2020, and must be received by July 31, 2020.

Expiration Date: Sanofi Pasteur Inc. also proposes to exercise the 1st extension option, which shall extend the contract through December 31, 2019.

Except as modified herein, all provisions of the Agreement shall continue in full force and effect.

Thank you for the opportunity to serve your Fluzone vaccine needs again in the 2019-2020 season. Should you have any questions, please contact me at (570) 957-3381.

Regards,



Mackenzie Fetterman
Deputy Director, Government Accounts

MMS 17019
Amendment # 3

Addendum A

Minnesota Multistate Contracting Alliance for Pharmacy - Contract #430182
FLUZONE® INFLUENZA VIRUS VACCINE 2019-2020 SEASON

NDC #	DESCRIPTION	CONTRACT PRICE	PROMOTION PRICE ^a	PRICE W/ ALL AVAILABLE DISCOUNTS ^b	FEDERAL EXCISE TAX (FET) ^c	PRICE W/ ALL AVAILABLE DISCOUNTS + FET
49281-0631-15	Quadrivalent 6 months and older, 5mL Multi-Dose Vial	\$154.93	\$150.28	\$145.80	\$7.50	\$153.30
49281-0419-50	Quadrivalent - No Preservative 36 months and older, 10-Pack 0.5mL Pre-filled Syringes	\$165.76	\$160.79	\$156.00	\$7.50	\$163.50
49281-0419-10	Quadrivalent - No Preservative 36 months and older, 10-Pack 0.5mL Vials	\$165.76	\$160.79	\$156.00	\$7.50	\$163.50
49281-0519-25	Quadrivalent - No Preservative: Pediatric Dose 6 - 35 months, 10-Pack 0.25mL Pre-filled Syringes	\$165.76	\$160.79	\$156.00	\$7.50	\$163.50
49281-0405-65	High-Dose 65 years of age and older, 10-Pack 0.5mL Syringes	\$456.61	\$456.61	\$443.00	\$7.50	\$450.50
49281-0719-10	Flublok 18 years of age and older, 10-Pack 0.5mL Single-dose prefilled syringes	\$456.61	\$456.61	\$443.00	\$7.50	\$450.50

Discount Opportunities Include:

^a Promotion Price: Save 3% on all presentations of Fluzone vaccine excluding: Fluzone High-Dose vaccine and Flublok

^b Available Discounts: 1% discount available for all reservations placed or confirmed online at www.vaccineshoppe.com, and a 2% discount available to those members participating in the prompt pay terms of the contract.

^c Influenza vaccine has been added to the list of vaccines subject to Federal Excise Tax. Therefore, Federal Excise Tax will be collected on all doses of 2019-2020 vaccines at a rate of \$0.75 per dose.

Mackenzie Fetterman 10/30/18

Mackenzie Fetterman, Deputy Director, Government Accounts

Accepted by: *[Signature]* Title: *[Signature]* Date: *11-7-18*

In order to ensure that you receive correct pricing, please return a signed copy of this page by email to Mackenzie.Fetterman@sanofi.com

STATE OF MINNESOTA FOR MMCAP

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

By: *[Signature]*

Title: *SPA-C*

Date: *11/7/2018*

COMMISSIONER OF ADMINISTRATION

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

By: *[Signature]* *Saratunbow, PharmD, BCPS*

Date: *11-9-18*

pg 3 of 3

AMENDMENT NO. 4 TO MMCAP CONTRACT NO. MMS17019

THIS AMENDMENT NO. 4 ("Amendment") is entered into as of the date MMCAP obtains all required signatures within this document, ("Effective Date") by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Sanofi Pasteur Inc, a corporation with an address of Discovery Drive, Swiftwater, PA 18370 ("Vendor").

RECITALS

WHEREAS, MMCAP and Vendor entered into a Contract MMS17019 on 1/1/2018 ("Original Contract");

WHEREAS, MMCAP and Vendor amended certain terms and conditions of the Original Contract by the way of the Amendment 1 on February 6, 2018 and Amendment 3 on November 9, 2018; together, Original Contract and Amendment 1 and 3 will be referred to as "Agreement";

WHEREAS, MMCAP 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 Original Contract amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Original Contract 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 which 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.

Article and Clause Addendums

REVISION 1: Effective when signed, the following section **2.2.4.7 Invoicing** is added to the Agreement.

2.2.4.7 Invoicing. Vendor agrees that MMCAP Participating Facilities will be invoiced at the MMCAP Contract price for MMCAP Contract products throughout the term of this Agreement. Invoices are subject to Terms of 2%- 30/Net 31. Vendor will submit an invoice with each order. Invoices must be only for the amount of product delivered. Federal Excise Tax will be a separate line item on the invoice. At a minimum, the Vendor's invoice will contain the following fields:

- Facility Name
- Vendor-assigned customer number for the MMCAP Participating Facility
- Invoice number
- MMCAP Participating Facility's purchase order number
- Invoice date
- Invoice due date
- NDC or Product Number
- Product Name/Description

- Packaging as associated with NDC number
- Unit price
- Quantity
- Extension (unit price multiplied by the quantity)
- Total invoice price
- Bill to address
- Ship to address
- Applicable tax

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

VENDOR: Sanofi Pasteur Inc.,

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

Name:

Signature:

Title:

Date:

Mackenzie Fitterman

Mackenzie Fitterman

Deputy Director, Government Accounts

1/16/2019

STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. State. 16C.03, Subd.3

Name:

Signature:

Date:

Lef Vard Photo

SPA-C

1/18/2019

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. 16C, Subd. 2

Name:

Signature:

Date:

Sara Turnbow Pham, BCS

Sara Turnbow

1-22-19

SIGNATURE PAGE

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 30th day of February, 2019

CONTRACTOR
Authorized
Signature

Title

Blaise Michael Kline, LLC
Molly Mahoney
Assistant General
Counsel

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 19 day of February, 2019

CONTRACTOR
Authorized
Signature

Title

Sanofi Pasteur Inc.
MaKenzi Fitterman
Deputy Director, Government
Accounts



Minnesota Multistate Contracting Alliance for Pharmacy
Minnesota Department of Administration
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN 55155

Attention Confidentiality Protections in this Contract:

Re: GlaxoSmithKline MMS15112

The following contract contains language that protects the terms and pricing found in this contract. Please review Amendment 32, Article 6.3 to ensure your compliance.

If you have any questions, please contact MMCAP at 651-201-2420.

Sanofi MMCAP Contract - MMS17019

MMS17019

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY**

This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Sanofi Pasteur Inc., Discovery Drive, Swiftwater, PA 18370 ("Vendor").

Under Minnesota Statutes Section 16C.03, the Commissioner of Administration on behalf of MMCAP is empowered to engage such assistance as deemed necessary.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run health care facilities and contracts for pharmaceuticals and certain health care products for its members' use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state's statutes to purchase goods from the member state's contracts. Participation is generally available to facilities run by state agencies, counties, cities, townships, and school districts.

The Vendor wishes to contract with MMCAP to supply influenza vaccine products to MMCAP Member Facilities.

1. Term of Contract

1.1 Effective date: January 1, 2018, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. *→ June 30 (M.F. 1.3.2018) M 1-3-18*

1.2 Expiration date: ~~December 31, 2019~~, or as cancelled pursuant to clause 20. This contract has the option to be extended for three additional one year periods as mutually agreed upon by both parties.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Contract: 5. Liability; 6. State Audits; 7. Government Data Practices and Intellectual Property; 8. Publicity and Endorsement; 9. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2. Contracted Vaccine

2.1 Products. Vaccines in Table 1 must be preparations as formulated by the United States Food and Drug Administration, Vaccines and Related Biological Product Advisory Committee for the applicable influenza season. Vendor will supply products at the prices listed in Table 1 (Products), to MMCAP Participating Facilities. MMCAP pricing will not be available to non-MMCAP entities under this Contract.

Table 1 for Influenza Season 2018-2019

Product Name	Container Type	Pack Size	Price Per Container (Prices do not include FET)	Max. Quantity to MMCAP
Fluzone Quadrivalent 49281-0629-15	Multi-Dose 5ml Vial; 6 months & older	1 vial	\$156.41	2.6M doses (all presentations combined)
Fluzone Quadrivalent 49281-0418-50	Single Dose Prefilled 0.5ml Syringes, No Preservative; 36 months & older	10 pk	\$168.85	
Fluzone Quadrivalent 49281-0418-10	Single Dose 0.5ml Vials, No Preservative; 36 months & older	10 pk	\$168.85	
Fluzone Pediatric 49281-0518-25	Single Dose Prefilled 0.25ml Syringes, No Preservative; 6-35 months	10 pk	\$168.85	
Fluzone High-Dose 49281-0403-65	Single Dose Prefilled 0.5ml Syringes, No Preservative; 65 years & older	10 pk	\$461.80	
Flublok 49281-0718-10	Single Dose Prefilled 0.5ml Syringes, No Preservative; 18 years & older	10 pk	\$461.80	

2.1.1 Contract Year. Products and pricing listed in Table 1 are for contract year one; otherwise defined as the 2018-2019 influenza season. Products in Table 1 will remain fixed for each influenza season. Price decreases will be accepted at any time and applies to any products under contract for that applicable influenza season. Products and pricing for subsequent contract years will be indicated in an amendment to this contract.

2.1.2 Substitutions. Vendor must not substitute any product contained in the contract without an amendment to this agreement and agreement from the MMCAP Participating Facilities.

2.2 Product Availability

2.2.1 It is the responsibility of the Vendor to maintain sufficient inventory levels for all Products to meet the needs of the MMCAP Participating Facilities.

2.2.2 Vendor must monitor sales of the Products to ensure that inventory needs of the MMCAP Participating Facilities.

2.2.3 If the Vendor assigns, discontinues, or deletes a Product during the term of this Contract, Vendor must use reasonable commercial efforts to give prior notice of the assignment, discontinuance, or deletion of such product(s) based on the circumstances therein, and where possible should provide written notice to MMCAP at least 30 days' prior to the assignment, discontinuance, or deletion. If the Vendor discontinues or deletes a Product during the term of this Contract, Vendor will honor contract pricing until the inventory of the Product is depleted.

2.2.4 Prebooking, Order Minimums, Delivery and Payment terms

2.2.4.1 Prebooking. MMCAP Participating Facilities purchasing vaccine listed in Table 1 at the contracted price must place prebook orders directly from Vendor.

Phone: 800-VACCINE (800-822-2463)

Monday through Friday, between 8 AM and 6:30 PM Eastern Time

Fax: Fax orders are not accepted for Fluzone.

Website: www.vaccineshoppe.com*

Mail: Sanofi Pasteur Inc.

Attn: Customer Account Management

Discovery Drive

Swiftwater, PA 18370-0187

**An additional 1% savings is available for all orders placed through our on-line channel.*

Title to merchandise sold will pass to the MMCAP Participating Facility upon delivery at the MMCAP Participating Facility's destination. All shipments FOB are made by common carrier.

2.2.4.2 Order Confirmation. MMCAP Participating Facilities may modify or cancel any pre-booked order(s) any time prior to shipment. Vendor will send an email confirmation to each MMCAP Participating Facility once their order(s) have been processed and respective prebook doses are available.

2.2.4.3 Delivery. For the 2018-2019 influenza season, Vendor expects to make a partial shipment by August 31, 2018 of 25% or more of each Member's total Fluzone vaccine request received for package of ten 0.5mL pre-filled syringes, or package of ten 0.25mL pre-filled syringes, or Fluzone High Dose vaccine or Flublock Quadrivalent vaccine 0.5 mL syringe received and confirmed by Vendor under this Agreement. A second partial shipment of 50% or more of each Member's Fluzone vaccine confirmed request is expected by September 30, 2018, with the balance to be completed by October 31, 2018. Vendor reserves the right to schedule shipments and/or make partial shipments with prior notification.

In addition, for the 2018-2019 influenza season ONLY, Vendor expects to make partial shipment by August 31, 2018 of 25% or more of each Member's total 5mL multi-dose vials, or package of ten 0.5mL unit vials received and confirmed by Vendor under this Agreement with the balance to be completed by September 30, 2018. Vendor reserves the right to schedule shipments and/or make partial shipments with prior notification.

Shipping Guarantee Presentation	Shipping Guarantee Dates and Percentages of Total Confirmed Fluzone Vaccine Reservation by March 31, 2018
Fluzone Quadrivalent vaccine 0.5 mL syringe and Fluzone Quadrivalent vaccine 0.25 mL syringe and Fluzone High-Dose vaccine and Flublok Quadrivalent vaccine 0.5 mL syringe	August 31, 2018 = 25% September 30, 2018 = 50% October 31, 2018 = 100%
Fluzone Quadrivalent MDV vaccine and Fluzone Quadrivalent vaccine 0.5 mL unit vial	August 31, 2018 = 25% September 30, 2018 = 100%

2.2.4.4 Claims. Claims for loss, shortage, breakage, leakage, or other damage occurring in transit must be submitted to Vendor at its headquarters within 10 days from date of invoice, for replacement or credit of affected product(s), which includes but is not limited to vaccines, in accordance with Section 2.1. The sole and exclusive remedy of the MMCAP Participating Facility is Vendor credit or replacement, as applicable, of affected product(s); no other remedy (including, but not limited to, incidental, consequential, or other damages of any kind) will be available. Loss, shortage, breakage, leakage, or other damage claims must also be accompanied by freight bill with notation by the common carrier of the loss, shortage, breakage, or damage, or accompanied by the carrier's concealed loss or damage report where the loss is of a concealed nature. Where loss, shortage, breakage, leakage, or other damage has occurred in transit, the MMCAP Participating Facility agrees to cooperate fully with Vendor in Vendor's effort to establish a claim against the transportation company. Claims submitted without appropriate documentation will be denied. All claims involving discounts, pricing, credits, or returns, for direct sales must be reported to Vendor's headquarters within 1 year of the date of invoice for the purchase in question. Inappropriate deductions taken from MMCAP Participating Facility payments, including but not limited to those made after this deadline, will be reflected against the account and could jeopardize future shipments.

2.2.4.5 Payment. Terms are 2% - 30/Net 31 for any items shipped, including partial shipments. Prompt payment discount does not apply to any appropriate Federal Excise Taxes/Surcharges.

Invoices should be paid in full within 30 days (or at contract terms, if applicable) of the invoice date. Vendor reserves the right to charge a fee of the lesser of 1.5% per month or the maximum permissible rate if payment is not received within terms. Federal Excise Tax is not subject to any discounts. Payment may be sent to the remittance address indicated on the invoice. Payment by check is recognized when received at the lock-box address indicated on the invoice. MasterCard®, VISA®, Discover®, and American Express® are accepted as payment for purchases. All accounts must be paid in United States Dollars. Arrangements for establishing payment via Electronic Fund Transfer may be made by contacting Credit Services at 1-800-VACCINE (1-800-822-2463).

Regardless of Vendor's terms offered above, if the cash discount due date falls on a Saturday, Sunday, or a bank holiday, the discount is considered earned if payment is received no later than the next banking day.

The MMCAP Participating Facility is responsible for paying all applicable federal, state, and local taxes and excises in effect at the time product is shipped by Vendor.

2.2.4.6 Purchase Orders.

MMCAP Members may use their own forms for Purchase Orders. To the extent that the terms of any form conflict with the terms of this Contract, the terms of this Contract supersede. Each MMCAP Member will be responsible for payment of goods and services provided by Vendor; and the MMCAP Office will have no liability for any unpaid invoice of any MMCAP Facility. Vendor agrees to invoice the MMCAP Member for all products shipped or services provided. Vendor will accept Electronic Funds Transfer (EFT) for payment. At time of new account set up, the MMCAP Member will initiate this process with its bank.

2.2.4.6 a. Funds available and authorized/non-appropriation.

By submitting a Purchase Order the MMCAP Member represents it has sufficient funds currently available and authorized for expenditure to finance the costs of the Purchase Order.

2.2.4.6 b. Termination of Individual Purchase Orders.

MMCAP Members may terminate individual Purchase Orders before product is scheduled to ship, in whole or in part, immediately upon notice to Vendor, or at such later date as the MMCAP Member may establish in such notice, upon the occurrence of any of the following events:

- (i) The MMCAP Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
- (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the MMCAP Member is prohibited from paying for such goods from the planned funding source; or
- (iii) Vendor commits any material breach of this Contract or a Purchase Order.

Upon receipt of written notice of termination, Vendor will stop performance under the Purchase Order as directed by the MMCAP Member.

- (iv) Termination of a standing Purchase Order does not extinguish or prejudice the MMCAP Member's right to enforce such Purchase Order with respect to Vendor's breach of any warranty or any defect in or default of Vendor's performance under such Purchase Order that has not been cured, including any right of the MMCAP Member to indemnification by Vendor or enforcement of a warranty. If a standing Purchase Order is terminated, the MMCAP

Member must pay Vendor in accordance with the terms of this Contract for goods delivered and accepted by the MMCAP Member.

2.2.4.6 c. Jurisdiction and Venue of Purchase Orders.

Upon completion of the Dispute Resolution process outlined in this Contract, and solely with the prior written consent of MMCAP and the State of Minnesota Attorney General's Office, the MMCAP Member may bring a claim, action, suit or proceeding against Vendor. The MMCAP Member's request to MMCAP to bring the claim, action, suit, or proceeding must state the initiating party's desired jurisdiction, venue and governing law.

Upon completion of the Dispute Resolution process outlined in this Contract, the Vendor may bring a claim, action, suit or proceeding against MMCAP Member, in Vendor's sole discretion.

As it applies to purchases made by a MMCAP Member, nothing in the Contract will be construed to deprive the MMCAP Member of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Contract or afforded by the MMCAP Member's law.

2.3 FDA-Certified Drug Application. The Vendor acknowledges that each Product has, if required by law, an FDA-certified New Drug Application or Abbreviated New Drug Application on file and accepts the liability with which such application confers. The Vendor guarantees to furnish no Product under this Contract that is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the Federal Food and Drug Administration, or as required by each member state's Board of Pharmacy.

Vendor guarantees that any product(s) comprising any shipment or other delivery made by Vendor will not be, at the time of such shipment or delivery, adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or local law in which the definitions of adulteration or misbranding are substantially the same as those contained in the Act; and such merchandise is not, at the time of such shipment or delivery, merchandise which may not be introduced into interstate commerce under the provisions of sections 404 or 505 of the Act; and such merchandise is merchandise which may be legally transported or sold under the provisions of any other applicable federal, state, or local laws, rules or regulations. Notwithstanding the foregoing, no guarantee is made with respect to merchandise which becomes adulterated or misbranded within the meaning of the Act by reason of causes beyond the control of Vendor.

THE WARRANTIES DESCRIBED IN THIS SECTION AND IN VENDOR'S TERMS AND CONDITIONS OF SALE FOR PRODUCTS ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR REGARDING PRODUCTS SOLD HEREUNDER. ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

2.4 Pricing.

2.4.1 Influenza vaccines. Contract prices to be offered to MMCAP Eligible Members will be those set forth in Table 1 and prices will remain fixed. Except for price decreases, Vendor may adjust such prices once each year via amendment. Notice of any change in Contract Price for any Vendor Product will be sent to MMCAP 30 days prior to the effective date of the price change. Price decreases will be accepted at any time.

2.5 Failure to Supply Contracted Pharmaceuticals.

2.5.1 If Vendor cannot supply in sufficient quantities, MMCAP may at its discretion add an additional vendor(s) as needed to meet the needs of its members.

2.5.2 Vendor must notify MMCAP in writing within a commercially reasonable time of Vendor's knowledge of its inability to supply any Products. Notices must be sent to: MMCAP.Contracts@state.mn.us.

2.6 First DataBank, Inc. All contracted prescription Products must have an 11-digit NDC code that is registered with First DataBank, Inc., unless such designation is expressly waived by an MMCAP Authorized Representative.

If NDC codes are not applicable (e.g., OTC products), Vendor must use the product's UPC number to create an 11-digit number by adding a zero to the sixth position (e.g., 5-5 [99999-99999] becomes 5-4-2 [99999-0999-99]).

2.7 Contract Changes – Annual Pricing Updates

2.7.1 Amendments. Amendments will be processed as needed and for subsequent influenza seasons. All amendments must clearly identify, by section, what is being amended.

2.8 MMCAP Participating Facilities.

2.8.1. The Vendor must allow new MMCAP Participating Facilities joining MMCAP to be added to the MMCAP Membership List (password protected and published online at www.mmcap.org) and to access contract prices throughout the term of this Contract. As new MMCAP Participating Facilities are added to MMCAP, the Vendor will

be given 7 days from date of notification to implement contract pricing. MMCAP will provide Vendor with monthly e-mail notices announcing that a new MMCAP Membership List has been posted online.

2.8.2 MMCAP reserves the right to add and delete MMCAP Participating Facilities during the term of this Contract; however, Vendor retains the right to determine which MMCAP Participating Facilities may receive its pricing.

2.8.3 Eligible Members will include City/County/State health care facilities that are in good standing with Vendor. The Eligible Members of City/County/State include:

City/County/State hospitals.

City/County/State clinics.

City/County/State non-health related offices; City Jails, Detention Centers, Fire Departments, etc.

County or State Correctional facilities.

City/County/State residential school, college/university without a hospital.

In order to be eligible for contract pricing under the Contract, an MMCAP Participating Facility must be able to certify that (1) the MMCAP Participating Facility is purchasing the Vendor's products for its "own use," as defined in *De Modena, et al. v. Kaiser Foundation Health Plan, Inc., et al.*, 743 F. 2d 13888 (9 Cir. 1984), applying the holding of the U.S. Supreme Court in *Abbott Laboratories, et al. v. Portland Retail Druggist Association, Inc.*, 425 U.S. 1 (1976); or (2) the Facility is a nonprofit institution, eligible for membership through MMCAP (Minnesota Statutes Section 16C.03, subdivision 10) for all purposes under the Nonprofit Institutions Act, 15 U.S.C. § 13c, for which purchases of said products are made for said Facility's "own use". Any Participating Facilities that cannot meet the above criteria are not eligible to purchase products under this Agreement.

2.8.4 Vendor does not have class of trade restrictions related to MMCAP participating facilities.

2.8.5 Certification, eligibility, or GPO declaration forms maintained by Vendor must be attached and incorporated into this Contract, if applicable.

2.8.6 Member-required Participation Agreement (MPA). In order to access this Contract some members require jurisdiction-specific additional paperwork or contract language. Vendor must not sign any member documents without prior MMCAP review and approval. If needed, MMCAP will issue a Member-requested Participation Agreement (MPA) that will be amended into this Contract. No other mechanism of modifying or "attaching to" MMCAP contracts is authorized. The MPA, which will only apply to the requesting Member and must be signed in the following order: Member, Vendor, then MMCAP. Vendor is not required to agree to any additional terms; however, by not agreeing to the MPA Vendor may be precluded from doing business with that Member. This Contract cannot be used as a vehicle by which the Vendor and MMCAP member enter in to their own stand-alone agreement.

2.9 Administrative Fee. In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all contract purchases of products (minus any credits). The Vendor will submit a check payable to "State of Minnesota, MMCAP Program" for an amount equal to one and one-half percent (1.5%) of MMCAP Participating Facilities' purchases for all Products. The initial payment is due on February 15 of each contract year for purchases delivered by December 31. If this amount does not cover all purchases, additional payments must be made by July 31 of the contract year for all other purchases until all amounts due are fully paid. The check will be remitted to the following address:

Financial Management & Reporting - MMCAP
Attn: Administrative Fee Coordinator
50 Sherburne Ave, Suite 309
St. Paul, MN 55155

With the first payment, Vendor must submit an Administrative Fee Data Report. A detailed data file in Microsoft Excel format will be provided upon request. All required Administrative Fee Data Reports must be sent to: Mn.MMCAP@state.mn.us Failure to comply with this provision may constitute breach of this Contract.

2.10 Reports.

2.10.1 Prebooking Reports. Vendor must supply MMCAP with automatic monthly updates during prebooking and delivery. The report will be sent on the 15th of each month during the influenza prebooking and delivery season, if the

15th falls on a weekend/holiday the report is due the next business day. The monthly reports must include the following data and be sorted by state, city and customer name (in that order):

Customer Name
 Customer Number
 Order Number
 Bill to Address
 Bill to City
 Bill to State
 NDC
 Product Name
 Pack Size
 Contract Price
 Quantity Ordered (in packs)
 Quantity Shipped
 Extended Price (Quantity * Price)
 Ship Date
 Tracking Number

Vendor will be provided a template of the expected report upon request.

2.10.2 Final Sales Report. Vendor(s) must be supply to the MMCAP Office a monthly sales report of the applicable influenza vaccine sales and a final sales report within 30 days of Vendor's final shipment for the applicable influenza vaccine season. Vendor must submit to MMCAP a sales reports to Mn.MMCAP@state.mn.us. This data MUST include the following for every transaction between Vendor and the MMCAP Participating Facility:

Required Data Field Full Name
MMCAP-assigned facility ID
MMCAP Facility Name
Vendor Distribution Center Code (May be left blank)
Vendor-assigned Account number for the MMCAP Facility
Invoice Number
Invoice Line Number
Purchase Order Number
Invoice date (mmddccyy)
Buyer name or equivalent of buyer ID for person submitting the invoices
Vendor's (distributor) SKU item number
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc.
Label Name
Unit Dose
Pack Size
Unit
Case Size
Dose
Strength
Route
Unit Price (99999.9999)
Quantity ordered (not Vendor repackaged or re-bundled quantity)(999999.9999)
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)

Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)
Type of transaction (MMCAP contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Bill to Address 1
Bill to City
Bill to State (2 alpha postal code)
Bill to Zip (standard 5-4 format, no dash necessary)
Ship to Address 1
Ship to City
Ship to State (2 alpha postal code)
Ship to Zip (standard 5-4 format, no dash necessary)
Service Fee (9999.9999)
MMCAP Contract Number (MMSxxxxx)
Admin fee (9999.9999)
Credit Indicator (C for credit)
MMCAP Assigned Wholesaler Code
Manufacture Name (MFG Name)
Class of Trade (May be left blank)
340B Purchase (1=True, 0=False)

Balance of page Intentionally Left Blank

Monthly Usage Report - Fixed Length Fields

Required Data Field Full Name	Field Name	Data Type	Format (note decimals are to be included)	Size	Nulls	Begin Column	End Column
MMCAP-assigned facility ID	MMCAP_id	Alpha Numeric		7	1	1	7
MMCAP Facility Name	MMCAP_Name	Alpha Numeric		30	1	8	37
Vendor Distribution Center Code (May be left blank)	DistributionCenter	Alpha Numeric		3	1	38	40
Vendor-assigned Account number for the MMCAP Facility	VendAccountNo	Alpha Numeric		10	1	41	50
Invoice Number	InvoiceNumber	Alpha Numeric		15	1	51	65
Invoice Line Number	InvoiceLineNo	Alpha Numeric		4	1	66	69
Purchase Order Number	poNumber	Alpha Numeric		15	1	70	84
Invoice date (mmddccyy)	InvoiceDate	numeric	mmddccyy	8	1	85	92
Buyer name or equivalent of buyer ID for person submitting the invoices	BuyerName	Alpha Numeric		20	1	93	112
Vendor's (distributor) SKU item number	SKU	Alpha Numeric		13	1	113	125
NDC of purchased product in 5-4-2 format as stored in First DataBank, Inc.	NDC	Alpha Numeric	999999999	11	1	126	136
Label Name	LabelName	Alpha Numeric		40	1	137	176
Unit Dose	UD	numeric	9	1	1	177	177
Pack Size	Pack_Size	numeric	99999.999	9	1	178	186
Unit	Unit	Alpha Numeric		2	1	187	188
Case Size	Case_Size	numeric	9999	4	1	189	192
Dose	D	Alpha Numeric		10	1	193	202
Strength	STR	Alpha Numeric		10	1	203	212
Route	RT	Alpha Numeric		10	1	213	222
Unit Price (99999.9999)	UnitPrice	numeric	99999.9999	10	1	223	232
Quantity ordered (not Vendor repackaged or re-bundled quantity) (999999.9999)	QuantityOrdered	numeric	999999.9999	11	1	233	243
Quantity shipped (not Vendor repackaged or re-bundled quantity) (999999.9999)	QuantityShipped	numeric	999999.9999	11	1	244	254
Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999999.999)	ExtendedPrice	numeric	99999999.999	13	1	255	267
Type of transaction (MMCAP contract purchase, other contract purchase (340B,PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract	SaleType	Alpha Numeric		1	1	268	268
Bill to Address 1	billtoaddress1	Alpha Numeric		30	1	269	298
Bill to City	billtocity	Alpha Numeric		20	1	299	318
Bill to State (2 alpha postal code)	billtostate	Alpha Numeric		2	1	319	320
Bill to Zip (standard 5-4 format, no dash necessary)	billtozip	Alpha Numeric		9	1	321	329
Ship to Address 1	shiptoaddress1	Alpha Numeric		30	1	330	359
Ship to City	shiptocity	Alpha Numeric		20	1	360	379
Ship to State (2 alpha postal code)	shiptostate	Alpha Numeric		2	1	380	381
Ship to Zip (standard 5-4 format, no dash necessary)	shiptozip	Alpha Numeric		9	1	382	390
Service Fee (9999.9999)	ServiceFee	numeric	9999.9999	9	1	391	399
MMCAP Contract Number (MMSxxxxx)	contractnumber	Alpha Numeric		10	1	400	409
Admin fee for not-on-contract items (9999.9999) (May be left blank)	AdminFee	numeric	9999.9999	9	1	410	418
Credit Indicator (C for credit)	CreditIndicator	Alpha Numeric		1	1	419	419
MMCAP Assigned Wholesaler Code				4	0	420	423
Manufacture Name (MFG Name)	MfgName	Alpha Numeric		40	1	424	483
Class of Trade (May be left blank)		Alpha Numeric		4	1	484	487
340B Purchase (1=True, 0=False)		Alpha Numeric		1	1	488	488

2.10.3 In the event the Vendor is delinquent in any undisputed administrative fees, MMCAP reserves the right to cancel this Contract and to reject any proposal submitted by the Vendor in any subsequent solicitations for pharmaceutical and related products.

2.10.4 ASF Warranty and Representation. MMCAP represents that it (a) meets the definition of a group purchasing organization as set forth in 42 C.F.R. 1001.952 (j)(2) and (b) has a written Agreement with each Participating Member which states that MMCAP's participating vendors will pay a fee to MMCAP of three percent (3%) or less of the purchase price of the goods provided by participating vendors or otherwise complies with 42 C.F.R. Section 1001.952(j)(1). MMCAP agrees that it will disclose in writing to each Participating Member at least annually, and to the Secretary of Health and Human Services, U.S. Department of Health and Human Services, upon request, the amount it receives from the Vendor with respect to purchases made by or on behalf of the Participating Member.

2.11 Returned Goods/Credits.

Fluzone vaccine is a non-returnable product however, this Agreement provides for the following returnability:

Upon expiration, MMCAP Participating Facilities may return 25% of unused doses (by presentation) and receive full credit of the net purchase price, less excise tax. Credit may be applied to any Sanofi Pasteur vaccine purchased directly from Sanofi Pasteur. Returns will be accepted starting May 31, 2019, and must be received by July 31, 2019.

Sanofi Pasteur shall not be responsible for, and shall not accept returns of, product(s) adversely affected by force majeure conditions, including but not limited to power outages, flood or other utility or weather related occurrences.

All returns must comply with federal and state laws and regulations. All expired product(s) must be shipped prepaid to Vendor at GENCO Pharmaceutical Services, 6101 N. 64th Street, Milwaukee, WI 53218. Collect shipments will not be accepted. Include MMCAP Participating Facility name, address and account number inside the return package. Contact Customer Account Management for instructions on returning product due to physical defect or for purchases not made directly from Vendor. All product(s) manufactured by Vendor and returned to Vendor at Capital Returns will be destroyed. Direct all questions regarding the Return Goods Policy to Customer Account Management at 1-800-VACCINE (1-800-822-2463). The Return Goods Policy is subject to change without prior notification.

Direct purchases of non-returnable product(s) may be returned within 1 year of expiration for Federal Excise Tax credit, if applicable.

Vendor reserves the right to designate additional specific products or product configurations as not returnable for exchange or credit.

Vendor Representatives are not permitted to deliver or pick up product(s) from the MMCAP Participating Facility for return. Vendor Representatives can offer information about the return policy; however, the ultimate decision and the responsibility for selecting the items and making the return rest with the MMCAP Participating Facility.

2.12 Value-Added Programs. MMCAP Participating Facilities must be offered any programs normally offered to the Vendor's general customer base (e.g., continuing education courses, marketing information, etc.) at the same or lower cost as that offered to the general customer base.

2.13 DEA Number and HIN Numbers. Vendor may not require that an MMCAP Participating Facility have a Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from MMCAP Participating Facilities.

2.14 Own Use. All items acquired by MMCAP Participating Facilities under this Contract are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise. For purposes of this section, the term "own use" will be as defined by the United States Supreme Court in its opinions reported at *Abbott Laboratories et al. v. Portland Retail Druggist Association, Inc.*, 425 U.S. 1 (1976), and *Jefferson County Pharmaceutical Association, Inc. v. Abbott Laboratories, et al.*, 103 S. Ct. 1011 (1983).

2.15 Product Dating. All Products supplied to MMCAP Participating Facilities must have an expiration date of at least six months later than the delivery date unless the unique stability characteristics of the product require a shorter dating period. However, all Products supplied must still be usable on the date received by the MMCAP Participating Facility.

2.16 Direct Marketing, Advertising, and Offers with Member Facilities. Any direct advertising, marketing, or direct offers with MMCAP Participating Facilities for on- or off- contract products must be approved by MMCAP. Violation of this Article may be cause for immediate cancellation of this Contract.

2.17 Storage and Handling. MMCAP Participating Facilities taking physical possession of Vendor product(s) are fully responsible for complying with all applicable federal, state, and local laws and regulations relating to the storage, handling, and distribution of such products.

2.18 Customer Service.

2.18.1 Primary Account Representative. Vendor will assign a Primary Account Representative to MMCAP for this Contract and must provide a minimum of 72 hours advanced notice to MMCAP if that person is reassigned. The Primary Account Representative will be responsible for:

- Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments
- Timely response to all MMCAP inquiries
- Performance of the business review as described in 2.18.2

In the event that the Primary Account Representative is unresponsive and does not meet MMCAP's needs, the Vendor will assign another Primary Account Representative upon MMCAP's request.

2.18.2. Business Reviews. Vendor will perform at least one business review with MMCAP staff per contract year. The review will be at a time that is mutually agreeable to Vendor and MMCAP and at a minimum address the following: a review of sales to members, pricing and contract terms, administrative fees, FDA and DEA issues, supply issues, pipeline update, outstanding contract issues, wholesaler or customer issues, and any other necessary information.

3. Authorized Representatives. MMCAP's Authorized Representative is the MMCAP Managing Director, Materials Management Division, Department of Administration, 50 Sherburne Avenue, St. Paul, MN 55155. The Vendor's Authorized Representative is Mackenzie Fetterman, Deputy Director, Government Accounts, Discovery Drive, Swiftwater, PA 18370.

4. Assignment, Amendments, Waiver, and Contract Complete

4.1 Assignment. Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed Assignment Agreement.

4.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office. Vendor agrees to use the amendment process set forth in Article 2.7 above.

4.3 Waiver. If MMCAP fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

4.4 Contract Complete. This Contract contains all negotiations and agreements between MMCAP and the Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

5. Liability.

5.1. The Vendor must indemnify, save, and hold MMCAP, its agents, and employees harmless from any claims or causes of action, including attorneys' fees incurred by MMCAP, arising out of the performance of this Contract by the Vendor or the Vendor's agents or employees; or injury or death to person(s) or property, alleged to have been caused by some defect in Products under this Contract, when the Product has been supplied by and dispensed strictly in accordance with federal, state, and local regulations and the applicable provisions of the package insert. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this Contract. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP is not permitted to indemnify the Vendor.

5.2. Limitation of Remedies. Vendor will not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause with respect to the product(s) or this agreement, whether such claim is based upon breach of contract, breach of warranty, negligence, strict liability in tort, negligence, or any other legal theory.

6. State Audits. Minnesota Statutes Section 16C.05, subdivision 5, requires that the books, records, documents, and accounting procedures and practices of the vendor relevant to this Contract are subject to examination by MMCAP and either the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract. This clause extends to MMCAP Member Facilities as it relates to business conducted with and sales to the Member Facility.

7. Government Data Practices and Intellectual Property

7.1. Government Data Practices. The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MMCAP under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either the Vendor or MMCAP.

If the Vendor receives a request to release the data referred to in this Article, the Vendor must immediately notify MMCAP, and consult with the agency as to how the Vendor should respond to the request. The Vendor's response to the request will comply with applicable law.

7.2. Intellectual Property Indemnification. The Vendor warrants that any materials or products provided or produced by the Vendor or utilized in the performance of this Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against MMCAP, MMCAP will promptly notify the Vendor.

If such a claim of infringement has occurred, or in the Vendor's opinion is likely to occur, the Vendor must either procure for MMCAP the right to continue using the material or product or replace or modify materials or products. If an option satisfactory to MMCAP is not reasonably available, MMCAP will return the materials or products to the Vendor, upon written request of the Vendor, and at the Vendor's expense.

8. Publicity and Endorsement

8.1 Publicity. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Vendor must not claim that MMCAP endorses its products or services.

9. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Except to the extent that the provisions of this Contract are clearly inconsistent therewith, this Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Contract entails delivery or performance of services, such services will be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

10. Antitrust. The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

11. Force Majeure. Vendor will not be liable for delays in shipment, reductions of shipment amounts or default in delivery to the extent caused by a Force Majeure event beyond Vendor's reasonable control including, but not limited to:

- (a) an actual or potential national shortage of any vaccine,
- (b) actions by federal or applicable state or local governmental agencies, units, bodies or officials relating to an actual or potential national shortage of any vaccine, including, but not limited to, guidelines, recommendations or requests to limit, alter or change vaccine sales or distribution or to limit the persons who should be vaccinated
- (c) government action (to the extent such action is not covered by the preceding subparagraph (b)), public health emergencies, war, riots or similar civil commotion, embargoes, acts of terrorism or martial laws,

- (d) Vendor's inability to obtain necessary materials,
- (e) shortage of labor, raw material, production or transportation facilities or other delays in transit,
- (f) labor difficulty involving employees of Vendor,
- (g) fire, flood or other casualty, or
- (h) other contingencies of manufacture or shipment.

In the event of any delay in Vendor's performance due in whole or in part to the extent caused by a Force Majeure event beyond Vendor's reasonable control, Vendor will have such additional time for performance as may be reasonably necessary under the circumstances. If by reason of any such force majeure event, the quantities of any vaccine, or other materials used in the production thereof, reasonably available to Vendor will be less than its total needs to fulfill orders or prebook requests for vaccine, Vendor may allocate its available supply if any such vaccine among its existing or prospective buyers and/or its affiliates in such manner as Vendor deems proper, without thereby incurring liability for failure to perform under any applicable agreement.

12. Severability. If any provision of the resulting Contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of the resulting Contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

13. Default and Remedies. Either of the following constitutes cause to declare the Contract or any order under this Contract in default:

- (a) Nonperformance of contractual requirements, or
- (b) A material breach of any term or condition of this Contract.

Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.

If the default remains after the opportunity for cure, the nondefaulting party may terminate the Contract or any portion thereof, including any orders issued against the Contract. This remedy shall be in addition to any remedy provided by law or equity.

14. Certification. Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act.

15. Data Disclosure. In the event MMCAP obtains the Vendor's Federal Tax Identification Number, Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota obligations, and MMCAP Participating Facilities. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

16. Insurance Requirements

Vendor must maintain the following insurance (or a comparable program of self-insurance) in force and effect throughout the term of the Contract.

- A. Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies (or of their program of self-insurance):

Commercial General Liability Insurance: Vendor will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Contract.

Insurance minimum limits are as follows:

\$5,000,000 – per occurrence

\$5,000,000 – annual aggregate
 \$5,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:
 Premises and Operations Bodily Injury and Property Damage
 Personal and Advertising Injury
 Blanket Contractual Liability
 Products and Completed Operations Liability
 MMCAP named as an Additional Insured

B. Additional Insurance Conditions:

- Vendor's policy(ies) must be primary insurance to any other valid and collectible insurance available to MMCAP with respect to any claim arising out of Vendor's performance under this Contract;
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor will notify MMCAP within 5 business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days' advance written notice to MMCAP;
- Vendor is responsible for payment of Contract related insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) will include legal defense fees in addition to its liability policy limits.
- Vendor will obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Contract.

C. MMCAP reserves the right to immediately terminate the Contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP, and copies of policies must be submitted to MMCAP's authorized representative upon written request.

17. Certifications

17.1 Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minnesota Statutes Section 181.59 and Minnesota Statutes Chapter 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.

17.2 DSCSA Vendor is in compliance with all currently applicable sections of the Drug Quality and Security Act Title II.

17.3 cGMP Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act.

17.4 *Debarment and Suspension Certification* Vendor warrants and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any MMCAP Member Facility; and has not been convicted of a criminal offense related to the subject of this Contract. Vendor further warrants that it will provide immediate written notice to the MMCAP Authorized Representative if this certification changes at any time.

17.5 *Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)*

The following term applies to any contract for which the value, including all amendments, is \$50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this article, "discrimination" includes but is not limited to engaging in refusals to deal, terminating

business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

18. Human Rights/Affirmative Action requirements for contracts in excess of \$100,000 and if Vendor has more than 40 full-time employees in Minnesota or its principal place of business. The State of Minnesota intends to carry out its responsibility for requiring affirmative action by its vendors.

18.1 Covered contracts and Vendors. If the Contract exceeds \$100,000 and Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then Vendor must comply with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules 5000.3400-5000.3600. If Vendor is covered by Minnesota Statutes Section 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, it must certify that it is in compliance with federal affirmative action requirements.

18.2 Minnesota Statutes Section 363A.36. Minnesota Statutes Section 363A.36 requires Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

18.3 Minnesota Rules 5000.3400-5000.3600.

(a) General. Minnesota Rules 5000.3400-5000.3600 implements Minnesota Statutes Section 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 5000.3400-5000.3600 including, but not limited to, Minnesota Rules 5000.3420-5000.3500 and 5000.3552-5000.3559.

(b) Disabled Workers. Vendor must comply with the following affirmative action requirements for disabled workers.

(1) Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of Vendor's noncompliance with the requirements of this article, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Vendor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(c) Consequences. The consequences for Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State of Minnesota.

(d) Certification. Vendor hereby certifies that it is in compliance with the requirements of Minnesota Statute Section 363A.36 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

19. Customer Reports. The MMCAP Participating Facility will comply with all applicable federal and state laws, rules, and regulations. As part of the cost reporting process or otherwise, the MMCAP Participating Facility may be obligated to report and provide information concerning any discounts or rebates provided by Vendor pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) and/or 42 C.F.R. § 1001.952(h)(1), other federal or state laws, or agreements with third-party payers.

20. Cancellation. MMCAP or the Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed or Products supplied through the Contract cancellation date.

1. SANOFI PASTEUR INC.

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

By: Jackenzie Fotherman

Title: Deputy Director, Government Accounts

Date: 1/3/2018

By: _____

Title: _____

Date: _____

2. STATE OF MINNESOTA FOR MMCAP

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

By: Sara Tenbow, PharmD, BCPS

Title: Pharmacist Sr.

Date: 12-21-17

3. COMMISSIONER OF ADMINISTRATION

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

By: Frank J. [Signature]

Title: AMS Sr.

Date: 12/21/2017

February 6, 2018

Ms. Jennifer VanderPlaats
Minnesota Multistate Contracting
Alliance for Pharmacy
Materials Management Division
Department of Administration
50 Sherburne Ave, Room 112
St. Paul, MN 55155

Subject: MMCAP Contract #MMS17019
Sanofi Pasteur Inc. Contract # 429155

Dear Ms. VanderPlaats,

Please be advised that on the above referenced contract, the products below will experience a price decrease. The new pricing will be retroactive to January 1, 2018 (the effective date of the 2018-2019 Influenza Agreement). We will review all current Fluzone reservations for the 2018-2019 season and apply the revised pricing.

Influenza Vaccine Presentations and Pricing

Product	Product NDC Code	Contract Price	Federal Excise Tax (FET)	Contract Price w/FET
Fluzone Quadrivalent vaccine 5-ml multidose vial	49281-0629-15	\$151.84	\$7.50	\$159.34
Fluzone Quadrivalent vaccine 0.5-mL single dose vial	49281-0418-10	\$162.47	\$7.50	\$169.97
Fluzone Quadrivalent vaccine 0.5-mL prefilled syringe	49281-0418-50	\$162.47	\$7.50	\$169.97
Fluzone Quadrivalent vaccine 0.25-mL prefilled syringe (pediatric dose)	49281-0518-25	\$162.47	\$7.50	\$169.97
Fluzone High-Dose vaccine 0.5-mL prefilled syringe	49281-0403-65	\$444.01	\$7.50	\$451.51
Flublok Quadrivalent vaccine 0.5-mL prefilled syringe	49281-0718-10	\$444.01	\$7.50	\$451.51

All other terms and conditions as stated in our original agreement shall remain in effect. Please email (Mackenzie.Fetterman@sanofi.com) a signed copy of this letter, indicating your acknowledgment.

Accepted by: *Lyn VanderPlaats* Title: *SFA-C* Date: *2/7/2018*

Sincerely,

Mackenzie Fetterman

Mackenzie Fetterman
Deputy Director, Government Accounts

COMMISSIONER OF ADMINISTRATION

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

By: *Lynn A. Kessig*
Date: *2/8/2018*

NMS17019
Amendment #1
pg 2 of 2

Addendum A

**Minnesota Multistate Contracting Alliance for Pharmacy - Contract #429155
FLUZONE® INFLUENZA VIRUS VACCINE 2018-2019 SEASON**

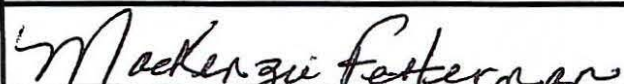
NDC #	DESCRIPTION	CONTRACT PRICE	PROMOTION PRICE ^a	PRICE W/ ALL AVAILABLE DISCOUNTS ^b	FEDERAL EXCISE TAX (FET) ^c	PRICE W/ ALL AVAILABLE DISCOUNTS + FET
49281-0629-15	Quadrivalent 6 months and older, 5mL Multi-Dose Vial	\$151.84	\$147.28	\$142.90	\$7.50	\$150.40
49281-0418-50	Quadrivalent - No Preservative 36 months and older, 10-Pack 0.5mL Pre-filled Syringes	\$162.47	\$157.60	\$152.90	\$7.50	\$160.40
49281-0418-10	Quadrivalent - No Preservative 36 months and older, 10-Pack 0.5mL Vials	\$162.47	\$157.60	\$152.90	\$7.50	\$160.40
49281-0518-25	Quadrivalent - No Preservative: Pediatric Dose 6 - 35 months, 10-Pack 0.25mL Pre-filled Syringes	\$162.47	\$157.60	\$152.90	\$7.50	\$160.40
49281-0403-65	High-Dose 65 years of age and older, 10-Pack 0.5mL Syringes	\$444.01	\$444.01	\$430.78	\$7.50	\$438.28
49281-0718-10	Flublok 18 years of age and older, 10-Pack 0.5mL Single-dose prefilled syringes	\$444.01	\$444.01	\$430.78	\$7.50	\$438.28

Discount Opportunities Include:

^a Promotion Price: Save 3% on all presentations of Fluzone vaccine excluding: Fluzone High-Dose vaccine and Flublok

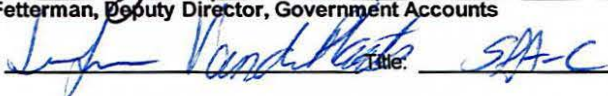
^b Available Discounts: 1% discount available for all reservations placed or confirmed online at www.vaccineshoppe.com, and a 2% discount available to those members participating in the prompt pay terms of the contract.

^c Influenza vaccine has been added to the list of vaccines subject to Federal Excise Tax. Therefore, Federal Excise Tax will be collected on all doses of 2018-2019 vaccines at a rate of \$0.75 per dose.



Mackenzie Fetterman, Deputy Director, Government Accounts

Accepted by:



Title:

SAC

Date:

2/7/2018

In order to ensure that you receive correct pricing, please return a signed copy of this page by email to Mackenzie.Fetterman@sanofi.com

Sanofi Pasteur Inc

MMS17019

Amendment

2

Not posted for
viewing

October 30, 2018

Ms. Jennifer VanderPlaats
Minnesota Multistate Contracting
Alliance for Pharmacy
Materials Management Division
Department of Administration
50 Sherburne Ave, Room 112
St. Paul, MN 55155

Subject: MMCAP Contract #MMS17019
Sanofi Pasteur Inc. Contract #430182

Dear Ms. VanderPlaats:

Sanofi Pasteur Inc. is pleased to offer the following Fluzone® contract terms for the 2019-2020 season:

Reservations may be placed against the awarded contract amount until March 31, 2019. After March 31, 2019, reservation requests will be accepted subject to product availability.

Pricing: The attached Addendum A provides the 2019-2020 vaccine formulations, prices, and discounts. Payment terms will remain at 2% 30, Net 31 days.

Shipping Commitments: Sanofi Pasteur Inc. expects to make a partial shipment of each MMCAP Participating Facilities' total Fluzone request, as follows:

Shipping Commitment Presentation	Shipping Commitment Dates and Percentages of Total Confirmed Fluzone Vaccine Reservation by March 31, 2019
Fluzone Quadrivalent vaccine 0.5 mL syringe and Fluzone Quadrivalent vaccine 0.25 mL syringe and Fluzone High-Dose vaccine and Flublok Quadrivalent vaccine 0.5 mL syringe and Fluzone Quadrivalent MDV vaccine and Fluzone Quadrivalent vaccine 0.5 mL unit vial	August 31, 2019 = 25% September 30, 2019 = 75% October 31, 2019 = 100%

Sanofi Pasteur Inc. reserves the right to schedule shipments and/or make partial shipments with prior notification. This shipping commitment only applies to each Member's confirmed request for the 2019-2020 influenza season and must be confirmed by March 31, 2019. Any doses confirmed or any modification to the Fluzone vaccine request by Members after March 31, 2019 will be excluded from the shipping commitments above.

Return Policy: Upon expiration, MMCAP Participating Facilities may return 25% of unused doses (by presentation) and receive full credit of the net purchase price, less excise tax. Credit may be applied to any Sanofi Pasteur vaccine purchased directly from Sanofi Pasteur. Returns will be accepted after May 31, 2020, and must be received by July 31, 2020.

Expiration Date: Sanofi Pasteur Inc. also proposes to exercise the 1st extension option, which shall extend the contract through December 31, 2019.

Except as modified herein, all provisions of the Agreement shall continue in full force and effect.

Thank you for the opportunity to serve your Fluzone vaccine needs again in the 2019-2020 season. Should you have any questions, please contact me at (570) 957-3381.

Regards,



Mackenzie Fetterman
Deputy Director, Government Accounts

MMS 17019
Amendment # 3

Addendum A

Minnesota Multistate Contracting Alliance for Pharmacy - Contract #430182
FLUZONE® INFLUENZA VIRUS VACCINE 2019-2020 SEASON

NDC #	DESCRIPTION	CONTRACT PRICE	PROMOTION PRICE ^a	PRICE W/ ALL AVAILABLE DISCOUNTS ^b	FEDERAL EXCISE TAX (FET) ^c	PRICE W/ ALL AVAILABLE DISCOUNTS + FET
49281-0631-15	Quadrivalent 6 months and older, 5mL Multi-Dose Vial	\$154.93	\$150.28	\$145.80	\$7.50	\$153.30
49281-0419-50	Quadrivalent - No Preservative 36 months and older, 10-Pack 0.5mL Pre-filled Syringes	\$165.76	\$160.79	\$156.00	\$7.50	\$163.50
49281-0419-10	Quadrivalent - No Preservative 36 months and older, 10-Pack 0.5mL Vials	\$165.76	\$160.79	\$156.00	\$7.50	\$163.50
49281-0519-25	Quadrivalent - No Preservative: Pediatric Dose 6 - 35 months, 10-Pack 0.25mL Pre-filled Syringes	\$165.76	\$160.79	\$156.00	\$7.50	\$163.50
49281-0405-65	High-Dose 65 years of age and older, 10-Pack 0.5mL Syringes	\$456.61	\$456.61	\$443.00	\$7.50	\$450.50
49281-0719-10	Flublok 18 years of age and older, 10-Pack 0.5mL Single-dose prefilled syringes	\$456.61	\$456.61	\$443.00	\$7.50	\$450.50

Discount Opportunities Include:

^a Promotion Price: Save 3% on all presentations of Fluzone vaccine excluding: Fluzone High-Dose vaccine and Flublok

^b Available Discounts: 1% discount available for all reservations placed or confirmed online at www.vaccineshoppe.com, and a 2% discount available to those members participating in the prompt pay terms of the contract.

^c Influenza vaccine has been added to the list of vaccines subject to Federal Excise Tax. Therefore, Federal Excise Tax will be collected on all doses of 2019-2020 vaccines at a rate of \$0.75 per dose.

Mackenzie Fetterman 10/30/18

Mackenzie Fetterman, Deputy Director, Government Accounts

Accepted by: *[Signature]* Title: *[Signature]* Date: *11-7-18*

In order to ensure that you receive correct pricing, please return a signed copy of this page by email to Mackenzie.Fetterman@sanofi.com

STATE OF MINNESOTA FOR MMCAP

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

By: *[Signature]*

Title: *SPA-C*

Date: *11/7/2018*

COMMISSIONER OF ADMINISTRATION

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

By: *[Signature]* PharmD, BCPS

Date: *11-9-18*

pg 3 of 3

MMCAP# 43009601



Minnesota Multistate Contracting Alliance for Pharmacy

Membership Application and Facility Agreement

Forward the completed Membership Application and executed Facility Agreement to MMCAP for final processing, at MMCAP.Membership@state.mn.us

1. Facility Information:

* If this application includes multiple ship-to locations contact MMCAP Membership at 651.201.2420

Legal Name: (no abbreviations or acronyms)		
City of Austin		
"Bill To" Street Address: P.O. Box 1088		
City: Austin	State: TX	Zip: 78767
"Ship To" Street Address: <i>See attached</i>		
City:	State:	Zip:
Facility Website:		
Primary Contact Name: William Alderete		Title: Central Supply Manager
Primary Contact Email: william.alderete@austintexas.gov		Primary Contact Phone: 512-978-0485
Second Contact Name: (two contacts must be listed for facility) Erin D'Vincent		Title: Procurement Supervisor
Second Contact Email: erin.dvincent@austintexas.gov		Second Contact Phone: 512-974-3070

2. What type of entity is the facility? (Check one)

- | | |
|--|--|
| <input type="checkbox"/> State Government | <input type="checkbox"/> Non-government Private – non-profit |
| <input type="checkbox"/> County/Parish Government | <input type="checkbox"/> Federal Government |
| <input checked="" type="checkbox"/> Municipal Government | |

3. What is the primary purpose of your facility? (Check one)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Central Purchasing/Business Office | <input type="checkbox"/> Public Safety/First Responders |
| <input type="checkbox"/> Correctional Facility | <input type="checkbox"/> School/College/University |
| <input type="checkbox"/> Convalescence/Nursing Facility | <input type="checkbox"/> Veterinary |
| <input type="checkbox"/> Mental Health | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Public Health | |

4. Facility Identifiers:

a) Health Industry Number (HIN), if unknown leave blank:	Pending 12/10/18
b) Facility's State Pharmacy License Number, if applicable:	
c) DEA Number, if applicable (required for controlled substances):	FE0923551

5. Indicate which MMCAP programs the facility intends to use? (Check all that apply)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Pharmacy Program
<input checked="" type="checkbox"/> Pharmaceutical Wholesaler Services (AmerisourceBergen, Cardinal Health, or Morris & Dickson)
<input checked="" type="checkbox"/> Products
<input checked="" type="checkbox"/> Prescription Drugs (other than vaccines)
<input checked="" type="checkbox"/> Vaccines (other than influenza)
<input checked="" type="checkbox"/> Over-the-counter
<input type="checkbox"/> Nutritional
<input type="checkbox"/> Diabetic Supplies (meters/strips/syringes)
<input checked="" type="checkbox"/> Containers and Vials
<input type="checkbox"/> Contract Price Auditing
<input checked="" type="checkbox"/> Returned Goods Processing
<input checked="" type="checkbox"/> Pharmaceutical Repackaging | <input checked="" type="checkbox"/> Influenza Vaccine Program
<input checked="" type="checkbox"/> Prescription Filling/Pharmacy Service Program
<input type="checkbox"/> Student Health Oral Contraceptives Program
<input checked="" type="checkbox"/> Emergency Preparedness/Stockpiling Program
<input checked="" type="checkbox"/> Healthcare Products and Services Program
<input checked="" type="checkbox"/> Medical Supplies & Distribution Services
<input checked="" type="checkbox"/> Dental Supplies & Distribution Services
<input checked="" type="checkbox"/> Drug Testing Kits and Services
<input checked="" type="checkbox"/> Condoms |
|--|--|

6. If anything under "Pharmacy Program" was checked please answer this question, otherwise skip.

Within the past year, has this facility been affiliated with a pharmaceutical group purchasing organization (GPO) other than MMCAP? (Please check one.)

- ☒ No
- ☐ Yes, but the facility is switching to MMCAP. Attach a signed letter on the facility's letterhead stating that it wishes to discontinue your association with its current pharmaceutical GPO and use MMCAP instead.
- ☐ Yes and the facility will remain with its current GPO.

Current pharmaceutical GPO Name: _____

Products the facility currently purchases: _____

***** MMCAP WILL COMPLETE THESE TWO QUESTIONS *****

7. Specific legal authority under which this facility may purchase goods and services from MMCAP:

TX govt code 791.025 & 2156.181 & 391.205

8. Is the facility 340B (PHS)* Eligible?

*The Federal 340B Drug Pricing Program provides significant pharmaceutical discounts to facilities receiving certain types of federal government funding.

☐ Yes

☒ No 12/10/18 ✓ GMB

9. Which best describes this facility? (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Acute Care | <input type="checkbox"/> Juvenile Detention |
| <input type="checkbox"/> Adult Daycare | <input checked="" type="checkbox"/> Laboratory services |
| <input checked="" type="checkbox"/> Ambulatory Care Pharmacy | <input type="checkbox"/> Long Term Care |
| <input type="checkbox"/> Assisted Living | <input type="checkbox"/> Mail Order Pharmacy |
| <input checked="" type="checkbox"/> Clinic (if checked, then check all that apply) | <input type="checkbox"/> Mental Health (if checked, then check all that apply) |
| <input checked="" type="checkbox"/> city | <input type="checkbox"/> ICF / IDD |
| <input type="checkbox"/> dental | <input type="checkbox"/> inpatient |
| <input type="checkbox"/> dialysis | <input type="checkbox"/> outpatient |
| <input type="checkbox"/> oncology infusion clinic or practice | <input type="checkbox"/> developmental disabilities |
| <input type="checkbox"/> outpatient | <input type="checkbox"/> No Care Provided |
| <input type="checkbox"/> radiology services | <input type="checkbox"/> Nursing Facility |
| <input type="checkbox"/> state | <input type="checkbox"/> convalescences |
| <input type="checkbox"/> surgical | <input type="checkbox"/> nursing home |
| <input checked="" type="checkbox"/> WIC (women, infant, children) | <input type="checkbox"/> inpatient |
| <input checked="" type="checkbox"/> Central Purchasing/Business Office | <input type="checkbox"/> outpatient |
| <input checked="" type="checkbox"/> Community/Public Health Nursing | <input type="checkbox"/> Nutrition Services |
| <input type="checkbox"/> Corrections | <input checked="" type="checkbox"/> Other (State and Local Gov't) healthcare related: |
| <input type="checkbox"/> city Jail | |
| <input type="checkbox"/> county Jail | <input type="checkbox"/> Patient Population Served |
| <input type="checkbox"/> Juvenile Detention | <input type="checkbox"/> pediatrics |
| <input type="checkbox"/> state Prison | <input type="checkbox"/> adult |
| <input type="checkbox"/> Dentist | <input type="checkbox"/> geriatrics |
| <input type="checkbox"/> Detoxification | <input checked="" type="checkbox"/> Public Health |
| <input type="checkbox"/> Education | <input checked="" type="checkbox"/> Public Safety |
| <input type="checkbox"/> school district | <input type="checkbox"/> Rehabilitation (if checked, then check all that apply) |
| <input type="checkbox"/> elementary | <input type="checkbox"/> inpatient |
| <input type="checkbox"/> secondary | <input type="checkbox"/> outpatient |
| <input type="checkbox"/> post-secondary | <input type="checkbox"/> skilled nursing facilities |
| <input checked="" type="checkbox"/> Emergency First Responders | <input type="checkbox"/> Research/Training |
| <input checked="" type="checkbox"/> Emergency Medicine & Ambulance | <input type="checkbox"/> Senior Services |
| <input checked="" type="checkbox"/> Emergency Preparedness | <input type="checkbox"/> Skilled Nursing Facilities |
| <input checked="" type="checkbox"/> Health Service | <input type="checkbox"/> Specialty Pharmacy/Special Care |
| <input type="checkbox"/> Home Health | <input type="checkbox"/> Student Health |
| <input type="checkbox"/> home health provider, non-pharmacy | <input type="checkbox"/> Surgery Center |
| <input type="checkbox"/> home infusion | <input type="checkbox"/> University (if checked, then check all that apply) |
| <input type="checkbox"/> home medical equipment | <input type="checkbox"/> teaching hospital |
| <input type="checkbox"/> Hospice | <input type="checkbox"/> training or research (clinic research centers) |
| <input type="checkbox"/> Hospital (if checked, then check all that apply) | <input type="checkbox"/> college student health services |
| <input type="checkbox"/> acute care | <input type="checkbox"/> pharmacy school |
| <input type="checkbox"/> city/county/state | <input type="checkbox"/> Urgent Care Center |
| <input type="checkbox"/> dialysis | <input type="checkbox"/> Veterans Home - State |
| <input type="checkbox"/> long-term care | <input type="checkbox"/> Veterinary |
| <input type="checkbox"/> oncology infusion clinic or practice | <input type="checkbox"/> veterinary medicine |
| <input type="checkbox"/> outpatient | <input type="checkbox"/> veterinary medicine - university dept. |
| <input type="checkbox"/> radiology services | <input type="checkbox"/> veterinary zoological medicine |
| <input type="checkbox"/> surgical | |



Minnesota Multistate Contracting Alliance for Pharmacy

50 Sherburne Avenue, Suite 112, St. Paul, MN 55155
651.201-2420

www.mmcap.org

Member Facility Agreement

This Agreement is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and the facility named in line one of the Membership Application.

MMCAP is a free, voluntary, public sector group purchasing organization for government-authorized facilities and is operated by the Office of State Procurement of the State of Minnesota's Department of Administration. It combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts. Membership in MMCAP is limited to facilities with which the State of Minnesota may contract, as defined by Minnesota Statutes Section 471.59, subdivision 10.

The Member Facility desires to access MMCAP's programs to purchase products and services for the Member Facility.

1. Term of Agreement and Cancellation

This Agreement, which is required by 42 C.F.R. § 1001.952(j) and Minnesota law, will be effective upon the date it is fully executed by all parties; and will remain in effect until cancelled by MMCAP or the Member Facility. This Agreement may be cancelled by either party upon 30 days' written notice to the other party, or immediately upon material breach by one of the parties.

2. Member Facility

The Member Facility:

- A. Certifies it has authority to enter into this Agreement with the State of Minnesota and, where applicable, authorizes MMCAP to negotiate contracts on its behalf. For non-government entities, also certifies it has statutory authority under which it may purchase goods and services from its state's contracts.
- B. Must comply with all applicable laws, rules, and regulations governing government purchasing of pharmaceuticals, and related healthcare products and services when utilizing MMCAP contracts and programs.
- C. Should endeavor, where practical, to purchase its goods and services from MMCAP contracts.
- D. Acknowledges it will be bound by applicable antitrust laws (Robinson-Patman (15 U.S.C. 13 (a)) and purchase products for its "own use" as defined by *Abbott Labs v. Portland Retail Druggists* (425 U.S. 1(1976)) and *Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs* (460 U.S. 150 (1983)).
- E. Will not resell (as may be prohibited by law) or divert products obtained under the MMCAP contracts. If there are any questions about the propriety of the use of products purchased from the MMCAP contracts, the Member Facility will obtain an opinion from its legal counsel and notify MMCAP of the decision.
- F. When applicable, acknowledges that the prices made available under MMCAP's contracts may represent a discount to price that must be properly and accurately accounted for and reported in accordance with all federal and state laws, including the anti-kickback law (42 C.F.R. § 1320a-7b(b)(3)(A)) and regulations thereunder (42 C.F.R. § 1001.952(h)).
- G. Must comply with the terms and conditions of the applicable MMCAP vendor contracts and usual and customary industry standards, upon making a purchase.
- H. Understands that MMCAP is not liable for any denied pricing, chargeback, refusal of vendors to honor contract pricing, or failure of vendors to deliver the products or services. THE

MEMBER FACILITY ACKNOWLEDGES THAT MMCAP IS NOT THE MANUFACTURER OR DISTRIBUTOR OF ANY PRODUCT AND SERVICE AND MAKES NO REPRESENTATION AS TO WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OTHER ATTRIBUTE OF THE PRODUCTS SUPPLIED BY VENDORS UNDER MMCAP CONTRACTS.

- I. Must update MMCAP regarding changes to the Member Facility information and contact person information.
- J. Must promptly pay MMCAP-contracted vendors for all products or services purchased. MMCAP does not assume any responsibility for the accountability of funds expended by the member Facility.

3. MMCAP

MMCAP will:

- A. Select products or services for cooperative contracting under the programs offered.
- B. Comply with Minnesota laws, including procurement and data practices, that require fair and open competition.
- C. Make available copies of contract documents.
- D. Maintain vendor performance records.
- E. Assist in resolving administrative, contract, or supplier problems that cannot be resolved by the Member Facility.
- F. Provide information to the Member Facility regarding products and services available through the MMCAP program.
- G. Distribute to Member Facilities any unused administrative fees collected from contracted vendors (Article 4 below); and annually disclose in writing to Member Facilities, and to the Secretary of the United States Department of Health and Human Services upon request, the amounts received by MMCAP from vendors that were directly attributable to the Member Facility's purchases.

4. Administrative Fee Collected from MMCAP's Vendors

The MMCAP Managing Director may, pursuant to contract terms and conditions, require the contracted vendors (not Member Facilities) to pay an administrative fee to MMCAP. The fee of not more than three percent will be based on a percentage of sales made through the individual contracted vendor. Fees will be collected by the MMCAP office and used to pay for the administrative costs incurred in the operation of MMCAP as approved by the MMCAP Managing Director. Any remaining balance of funds will be returned to active members by means of either a credit to their wholesaler or distributor account, or other mechanism agreed to by the parties, in an amount proportional to the Member Facility's on-contract purchases.

5. Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

6. Liability

Each party will be responsible for their own acts and behavior and the results thereof. Nothing in this membership agreement will be construed as expanding the limits of liability of the Member Facility beyond the limits of the law of its state. MMCAP's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws.

7. State Audits

As mandated by Minnesota Statutes Section 16C.05, subdivision 5, "the books, records, documents and accounting procedures and practices of the [Member Facility] relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the contracting agency/division, Legislative Auditor, and State Auditor" for a minimum period of six years after the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties represent they have the authority to bind their respective party and have signed intending to be bound thereby.

Member Facility: (Person with legal authority to bind the facility)	State of Minnesota, through its Commissioner of Administration on behalf of MMCAP:
Signature: <u>Elaine Hart</u>	Signature: <u>L. Vundt</u>
Title: <u>Deputy City Manager and Chief Financial Officer</u>	Title: <u>SDA-C</u>
Date: <u>11-30-2018</u>	Date: <u>12/16/2018</u>
	Commissioner of Administration, as delegated to the Office of State Procurement:
	Signature: <u>Saratunbaw, Pham D, BCPS</u>
	Date: <u>12-12-18</u>

IN AN APPROVAL CAPACITY ONLY:

State Contact: I have reviewed and approve the facility's eligibility for membership in MMCAP.

By: Karl Fank
Date: 12/7/2018

MMCAP ID	LOC NM	AD-EN-1	AD-EN-2	CITY	ST	ZIP
43009602	Austin Code Department	1520 Rutherford Lane, Bldg 1		Austin	TX	78754
43009603	Austin Fire Department - Administrative Services Div, Dock F	4201 Ed Bluestein Blvd		Austin	TX	78721-2909 x
43009604	Austin Fire Department - Investigations	3002 Guadalupe St		Austin	TX	78705
43009605	Austin Fire Department - Wellness	517 S. Pleasant Valley Rd.		Austin	TX	78741 x
43009606	Austin Fire Department - Ed Services	4800-B Shaw Lane		Austin	TX	78744
43009607	Austin Fire Department - Air Shop/Veh Shop	2011 E. 51st Street		Austin	TX	78723
43009608	Austin Fire Department - Austin-Bergstrom International Airport	3300 Emma Browning Ave.		Austin	TX	78719
43009609	Austin Fire Department - Wildfire Division	12010 Brodie Lane		Austin	TX	78748
43009610	Austin Fire Department - Prevention	505 Barton Springs Road, Ste 200		Austin	TX	78704
43009611	Austin Regional Intelligence Center	6100 Guadalupe St, Bldg E		Austin	TX	78752-4420
43009612	Austin Resource Recovery - Rutherford	1520 Rutherford Lane		Austin	TX	78754
43009613	Austin Resource Recovery - Landfill	10108 FM 812		Austin	TX	78719
43009614	Austin Resource Recovery - Services Center	4108 Todd Lane		Austin	TX	78744-1037
43009615	Austin Resource Recovery - Resource Recovery Center	3810 Todd Lane, 1st floor		Austin	TX	78744-1037
43009616	Austin Resource Recovery - Household Hazardous Waste	2514 Business Center		Austin	TX	78744
43009617	Austin Resource Recovery - North Carts Storage Facility	7211 North IH 35		Austin	TX	78752
43009618	Austin Resource Recovery - Hornsby Bend	2210 FM 973		Austin	TX	78725
43009619	Austin-Travis Co Health Dept - RBJ Health Center Annex	15 WALLER ST		Austin	TX	78702-5297 x
43009620	Austin-Travis Cty Health Dept - Warehouse/Receiving	15 WALLER ST ROOM 116		Austin	TX	78702-5297 x
43009621	Health & Human Services Dept - Pharmacy Services	15 WALLER ST RM 117		Austin	TX	78702-5297 x
43009622	Aviation Department	ATTN: ACCOUNTS PAYABLE STE 411	3600 PRESIDENTIAL BLVD	Austin	TX	78719
43009623	Department Of Aviation	3819 Bergstrom Drive		Austin	TX	78719
43009624	Department of Aviation - Central Plant	9815 Service Road		Austin	TX	78719
43009625	Aviation Department - Police Department	3600 PRESIDENTIAL BLVD #508		Austin	TX	78719
43009626	Aviation Department	2901 PRESIDENTIAL BLVD BD 4219		Austin	TX	78719-2556
43009627	Aviation Department - Planning and Engineering	2716 SPIRIT OF TEXAS		Austin	TX	78719-2322
43009628	Department Of Aviation - Field Maintenance	3601 BERGSTROM DRIVE		Austin	TX	78719
43009629	Department Of Aviation - Building Maintenance	3601 BERGSTROM DRIVE		Austin	TX	78719
43009630	Department Of Aviation - Facility Services/Receiving Dock	3600 PRESIDENTIAL BLVD		Austin	TX	78719
43009631	Department Of Aviation - Information Services	3011 EMPLOYEE AVE, BLDG 1101		Austin	TX	78719
43009632	Department Of Aviation - Maintenance Control/Warehouse	9400 FREIGHT LANE - Suite A		Austin	TX	78719-2301
43009633	Austin Water Utility - Water Conservation Division	625 E 10TH ST STE 615		Austin	TX	78701-2631
43009634	Building Services Department	411 CHICON		Austin	TX	78702-4447
43009635	BUILDING SERVICES DEPARTMENT	1520 Rutherford Ln, Bldg 1		AUSTIN	TX	78754
43009636	BUILDING SERVICES DEPARTMENT	1520 Rutherford Ln, Bldg 2		Austin	TX	78754
43009637	BUILDING SERVICES DEPARTMENT	1520 Rutherford Ln, Bldg 3		AUSTIN	TX	78754
43009638	BUILDING SERVICES DEPARTMENT	1520 Rutherford Ln, Bldg 4		AUSTIN	TX	78754
43009639	Community Care Department - Administration	15 WALLER ST, 5th Floor		Austin	TX	78702-5297 x
43009640	Community Care Department - David Powell Clinic	4614 N. IH-35		Austin	TX	78751-3919 x
43009641	Community Care Department - Del Valle Health Clinic	3518 FM 973		Del Valle	TX	78617-3603 x
43009642	Community Care Department - East Austin Health Clinic	211 COMAL ST		Austin	TX	78702-4398 x
43009643	Community Care Department - East Austin Clinic Pharmacy	211 COMAL ST		Austin	TX	78702-4398 x
43009644	Community Care Department - East Rural Health Center	600-A W CARRIE-MANOR ST		Manor	TX	78653-9999 x
43009645	Community Care Department - Northeast Austin Health Clinic	7112-Z ED BLUESTEIN BLVD		Austin	TX	78723-2913 x
43009646	Community Care Department - Northeast Austin Center Pharmacy	7112-Z ED BLUESTEIN BLVD		Austin	TX	78723-2913 x
43009647	Community Care Department - Northwest Rural Health Center	18649 FM 1431 #12A		Jonestown	TX	78645-3465 x
43009648	Community Care Department - Oak Hill Health Clinic	5446 HWY 290 W, #204		Austin	TX	78735-8820
43009649	Community Care Department - Pflugerville Health Clinic	15822 FOOTHILL FARMS LOOP		Pflugerville	TX	78660-3422
43009650	Community Care Department - Rosewood-Zaragoza Health Center	2802 WEBBERVILLE RD		Austin	TX	78702-2998 x
43009651	Community Care Department - Salvation Army	501 E 8TH ST		Austin	TX	78701-3322 x
43009652	Community Care Department - South Austin Clinic Pharmacy	2529 S 1ST ST		Austin	TX	78704-5493 x
43009653	Community Care Department - RBJ Health Center Annex	15 WALLER ST		Austin	TX	78702-5297 x

43009654	Community Care Department - Pharmacy Services	15 WALLER ST RM 117	Austin	TX	78702-5297
43009655	Community Care Department - Diabetes Program	1224 E 12TH ST	Austin	TX	78702-1114
43009656	Community Care Department - Sabine Clinic	1313 SABINE ST	Austin	TX	78701-1924
43009657	Community Care Department - Cesar Chavez Building	1111 EAST CESAR CHAVEZ	Austin	TX	78702-4209 x
43009658	Community Care Department - Montopolis Clinic	1200 MONTOPOLIS DRIVE	Austin	TX	78741-3435 x
43009659	Community Care Services Dept - Austin Resource Center Homeless	500 E 7TH ST	Austin	TX	78701-3319 x
43009660	Community Care Services Dept - Far North Health Center	928 BLACKSON AVE	Austin	TX	78752-2748 x
43009661	Community Care Services Dept - William Cannon	6801 S. IH 35, Suite E	Austin	TX	78744-4818 x
43009662	Community Care Services Dept - Red River Community Health Center	1215 Red River	Austin	TX	78701-1921 x
43009663	Code Compliance Dept	1520 Rutherford Lane, Bldg 1	Austin	TX	78754
43009664	Austin Convention Center - Receiving Dock	500 E CESAR CHAVEZ ST	Austin	TX	78701-4121
43009665	Finance & Admin Svcs Dept - Channel 6	4209 AIRPORT BLVD - BLDG 3377	Austin	TX	78702
43009666	City of Austin - Purchasing Office	206 E 9TH ST STE 15.120	Austin	TX	78701-2516
43009667	City of Austin - Purchasing Office - Office Services	2100 E ST ELMO RD	Austin	TX	78744-1050 x
43009668	Water & Wastewater - Central Store #1	2600 WEBBERVILLE RD	Austin	TX	78702-2944
43009669	Austin Convention Center	500 E CESAR CHAVEZ ST	Austin	TX	78701-4121
43009670	Development Services Department	505 BARTON SPRINGS RD, 7TH FL	Austin	TX	78704-1257
43009671	Austin Energy - Seaholm Power Plant	800 W CESAR CHAVEZ ST	Austin	TX	78703-4601
43009672	Austin Energy - Decker Power Plant	8003 DECKER LN	Austin	TX	78724-3015
43009673	Austin Energy - Decker Power Plant Warehouse	8003 DECKER LN	Austin	TX	78724-3015
43009674	Austin Energy - Holly Power Plant	2400 HOLLY ST	Austin	TX	78702-5657
43009675	Austin Energy - Holly Power Plant Warehouse	2400 HOLLY ST	Austin	TX	78702-5657
43009676	Austin Energy - Wood Pole Storage	2716 E 5TH ST	Austin	TX	78702-4730
43009677	Austin Energy - Hi-Cross Substation	6800 BLUFF SPRINGS RD	Austin	TX	78744-4805
43009678	Austin Energy - Kramer Lane	2412 KRAMER LN BLDG C	Austin	TX	78758-4007
43009679	Austin Energy - St. Elmo Service Center	4411 MEINARDUS DR	Austin	TX	78744-1835
43009680	Austin Energy - West Avenue Center	300 WEST AVE	Austin	TX	78701-3842
43009681	Austin Energy - Town Lake Center	721 BARTON SPRINGS RD RM 128	Austin	TX	78704-1194
43009682	Austin Energy - Energy Control Center	301 WEST AVE	Austin	TX	78701-3842
43009683	Austin Energy - Decker Storage Yard	Decker Lane at Lindell Lane	Austin	TX	78724-3015
43009684	Austin Energy - Decker Storage Yard Warehouse	Decker Lane at Lindell Lane	Austin	TX	78724-3015
43009685	Austin Energy - Kramer Lane Service Center	2412 KRAMER LN BLDG D	Austin	TX	78758-4007
43009686	Austin Energy	721 BARTON SPRINGS RD	Austin	TX	78704-1194
43009687	Austin Energy - St. Elmo Warehouse Shipping	4411 MEINARDUS, BLDG W	Austin	TX	78744-1835
43009688	Austin Energy - St. Elmo Warehouse	4411 MEINARDUS, BLDG W	Austin	TX	78744-1835
43009689	Austin Energy - St. Elmo Yard	4411 MEINARDUS DR, BLDG W	Austin	TX	78744-1835
43009690	Austin Energy - Kramer Lane Warehouse & Yard Shipping	2412 KRAMER LN BLDG D	Austin	TX	78758-4007
43009691	Austin Energy - Kramer Lane Warehouse & Yard	2412 KRAMER LN BLDG D	Austin	TX	78758-4007
43009692	Austin Energy - Warehouse J	10001 DECKER LN	Austin	TX	78724-1304
43009693	Austin Energy - Materials & Services	2515 BROCKTON DR #101	Austin	TX	78758-4411
43009694	Austin Energy - City of Austin Poleyard	CORNER OF FM 973 & FM 812	Del Valle	TX	78617
43009695	Austin Energy - Kramer Lane Service Center	2526 KRAMER LN BLDG E	Austin	TX	78758-4116
43009696	Austin Energy - Reclamation Warehouse	906 JUSTIN LANE	Austin	TX	78757-2626
43009697	Austin Energy - Reclamation Shipping	906 JUSTIN LANE	Austin	TX	78757-2626
43009698	Austin Energy - RSI Pole Yard	4227 FELTER LANE	Austin	TX	78744-3220
43009699	Austin Energy - Sand Hill Energy Center Warehouse	1101 FALLWELL LANE	Del Valle	TX	78617
43009702	Austin Energy - Sand Hill Energy Center Shipping	1101 FALLWELL LANE	Del Valle	TX	78617
43009703	Austin Energy - Green Building	811 BARTON SPRINGS RD	Austin	TX	78704-1170
43009704	Austin Energy - District Cooling Plant #1 Warehouse	300 San Antonio St	Austin	TX	78701-3834
43009705	Austin Energy - District Cooling Plant #1 Shipping	300 San Antonio St	Austin	TX	78701
43009706	Austin Energy - Domain Plant Warehouse	3120 Kramer Lane	Austin	TX	78758
43009707	Austin Energy - Domain Plant Shipping	3120 Kramer Lane	Austin	TX	78758
43009708	Austin Energy - Pike Yard	6511 BEN WHITE BOULEVARD	Austin	TX	78741

43009709	Austin Energy - Alliance Datamail Services	2322 FRENCH SETTLEMENT ROAD	Dallas	TX	75212
43009710	Austin Energy - Robert Mueller Energy Center	4901 LANCASTER DRIVE	Austin	TX	78723
43009711	Austin Energy - Fayette Power Project	6549 POWER PLANT ROAD	La Grange	TX	78945-3714
43009712	Austin Energy - Office of Police Oversight	1520 Rutherford Ln	Austin	TX	78754-5108
43009713	Austin Energy - District Cooling Plant #2	410 Sabine St	Austin	TX	78701-3834
43009714	Austin Energy - Mueller Energy Center	4901 Lancaster Drive	Austin	TX	78723
43009715	Austin Energy - New Energy Control Center	2500 Montopolis Drive	Austin	TX	78741-6404
43009716	Austin Energy - Capitol Area Council of Governments	6800 Burleson, Ste. 165	Austin	TX	78744-2325
43009717	Austin Energy Customer Care Center	8716 Research Blvd	Austin	TX	78758-6420
43009718	Austin Energy - Holly Power Plant Warehouse	2401 HOLLY ST	Austin	TX	78702-5657
43009719	Austin Energy - Holly Power Plant Shipping	2401 HOLLY ST	Austin	TX	78702-5657
43009720	Austin Energy - McNeil Substation	12000 Knoll Park Dr	Austin	TX	78758
43009721	Austin Energy - Meter Shop	4122 TODD LANE	AUSTIN	TX	78744
43009722	Austin Energy - Corridor Program Office	5202 E. Ben White Blvd	Austin	TX	78741
43009723	East Austin Health Center Emergency	211 COMAL ST.	Austin	TX	78702-4398 x
43009724	Emergency Medical Services Department	15 WALLER ST	Austin	TX	78702-5297 x
43009725	Emergency Medical Services Communications	715 E. 8TH ST, 4TH FLOOR	Austin	TX	78722
43009726	City of Austin - Office of the Medical Director	517 S. PLEASANT VALLEY	Austin	TX	78767-8865
43009727	Emergency Medical Services	1520 Rutherford Building 2, Dock 2	Austin	TX	78754
43009728	Emergency Medical Services Warehouse	4201 ED BLUESTEIN BLVD	Austin	TX	78721 x
43009729	Emergency Medical Services Department	4201 ED BLUESTEIN BLVD.	Austin	TX	78721 x
43009730	East Austin Neighborhood Ctr	211 COMAL ST	Austin	TX	78702-4398
43009731	Austin Fire Department - Station #2	506 W Martin Luther King Blvd	Austin	TX	78701-1231
43009732	Austin Fire Department - Station #6	1705 S CONGRESS AVE	Austin	TX	78704-3523
43009733	Austin Fire Department - Station #14	4305 AIRPORT BLVD	Austin	TX	78722-1005
43009734	Finance & Admin Svcs Dept - Fleet Fuels Division	6301 HAROLD CT	Austin	TX	78721-2727
43009735	Finance & Admin Svcs Dept - Fleet Administration	1190 HARGRAVE ST	Austin	TX	78702
43009736	Finance & Admin Svcs Dept - Purchasing Office	124 W. 8TH ST, ROOM 308	Austin	TX	78701-2302
43009737	Fire Prevention	505 Barton Springs Rd Suite 200	Austin	TX	78704
43009738	Finance & Admin Svcs Dept - Fleet Acquisition	6400 BOLM RD	Austin	TX	78721-3639
43009739	Finance & Admin Svcs Dept - Austin Music Network	4209 AIRPORT BLVD	Austin	TX	78722-1143
43009740	Finance & Admin Svcs Dept - Budget Office	301 W 2ND ST ROOM 3	Austin	TX	78701-3906
43009741	Finance & Admin Svcs Dept - Controller's Office	124 W. 8TH ST, ROOM 140	Austin	TX	78701-2302
43009742	Finance & Admin Svcs Dept - Administration	301 W. 2ND ST., ROOM 3	Austin	TX	78701-3906
43009743	Arthur B. Dewitty Center	2209 ROSEWOOD AVE	Austin	TX	78702-2200
43009744	Finance & Admin Svcs Dept - Office of Internet Services	625 W 10TH ST, 9TH FLOOR	Austin	TX	78701-2631
43009745	Finance & Admin Svcs Dept - Pension Office	721 W BARTON SPRINGS RD 2ND FL	Austin	TX	78704-1167
43009746	Finance & Admin Svcs Dept - Treasury Office	700 LAVACA ST., SUITE 940	Austin	TX	78701-3102
43009747	Health & Human Services Dept - Dove Springs WIC Office	5405 S PLEASANT VALLEY RD	Austin	TX	78744-3828
43009748	Health & Human Services Dept - East Austin Center	211 COMAL ST	Austin	TX	78702-4398 x
43009749	Health & Human Services Dept - Youth Svcs (Palm Sq)	100 N IH-35	Austin	TX	78701-4137
43009750	Health & Human Services Dept - Northeast Austin Health Center WIC	7112-Z ED BLUESTEIN BLVD	Austin	TX	78723-2913
43009751	Health & Human Services Dept - Northwest WIC Office	8701-A Research Blvd	Austin	TX	78758-6509
43009752	Health & Human Services Dept - Rebekah B Johnson Health Ctr 1st Floor	15 WALLER STREET	Austin	TX	78702-5297
43009753	Health & Human Services Dept - Rebekah B Johnson Health Ctr 3rd Floor	15 WALLER ST	Austin	TX	78702-5297
43009754	Health & Human Services Dept - Rebekah B Johnson Health Ctr 4th Floor	15 WALLER STREET	Austin	TX	78702-5297
43009755	Health & Human Services Dept - Rosewood-Zaragosa Neighborhood Center	2800 WEBBERVILLE RD	Austin	TX	78702-2998 x
43009756	Health & Human Services Dept - South Austin Neighborhood Center	2508 DURWOOD ST	Austin	TX	78704-5444
43009757	Health & Human Services Dept - Mom's Place	8701 B Research Blvd	Austin	TX	78758-6509
43009758	Health & Human Services Dept - St John Public Health Center	928 BLACKSON AVE	Austin	TX	78752-2740 x
43009759	Health & Human Services Dept - St. Johns Community Center	7500 Blessing Avenue	Austin	TX	78752-1716 x
43009760	Health & Human Services Dept - Rodent & Vector Storage	4122 TODD LANE	Austin	TX	78744-1037
43009761	Health & Human Services Dept - Town Lake Animal Center	1156 W CESAR CHAVEZ ST	Austin	TX	78703-4603

13009762	Health & Human Services Dept - Campus Bldg B	7201 Levander Loop, Bldg B	Austin	TX	78702
13009763	Health & Human Services Dept - Austin Resource Ctr Homeless Facility	500 E 7TH ST	Austin	TX	78701-3319 x
13009764	Health & Human Services Dept - Pflugerville WIC Clinic	15822 FOOTHILL FARMS LOOP	Pflugerville	TX	78660-3422 x
13009765	Health & Human Services Dept - HIV Council	1520 Rutherford Ln, Bldg 1, 2nd floor	Austin	TX	78754
13009766	Health & Human Services Dept - Blackland Neighborhood Center	2005 SALINA ST	Austin	TX	78722-2542
13009767	Health & Human Services Dept - Montopolis Neighborhood Center	1416 MONTOPOLIS DR	Austin	TX	78741-3439
13009768	Health & Human Services Dept - Far South WIC Clinic	405 W STASSNEY LN	Austin	TX	78745-3146
13009769	Health & Human Services Dept - Manor WIC Clinic	600-A W CARRIE-MANOR ST	Manor	TX	78653-9999
13009770	Health & Human Services Dept - Oak Hill WIC Clinic	5446 HWY 290 W, #204	Austin	TX	78735-8820
13009771	Health & Human Services Dept - Del Valle WIC Clinic	3518 FM 973	Del Valle	TX	78617-3603
13009772	Health & Human Services Dept - Clarksville Health Center	1000 TOYATH ST	Austin	TX	78703-3919
13009773	Health & Human Services Dept - South Day Labor	2201 East Ben White	Austin	TX	78741
13009774	Health & Human Services Dept - HIV Outreach	7901 Cameron Rd, Bldg 2, Ste 224	Austin	TX	78754-3831
13009775	Health & Human Services Dept - Bastrop WIC Clinic	443 HWY 71 W	Bastrop	TX	78602-3732
13009776	Health & Human Services Dept - Twin Towers	1106 Clayton Ln, Ste #204E and 215E	Austin	TX	78723-1080
13009777	Health & Human Services Dept - WIC Admin Office	1000 E. 11th St, Ste 400	Austin	TX	78702-1945
13009778	Health & Human Services Dept - Tobacco Prevention	1106 Clayton Ln, Ste. 204E and 215E	Austin	TX	78723-1080
13009779	Health & Human Services Dept - Campus Bldg C	7201 Levander Loop, Bldg C	Austin	TX	78702
13009780	Health & Human Services Dept - Campus Bldg E	7201 Levander Loop, Bldg E	Austin	TX	78702
13009781	Health & Human Services Dept - Campus Bldg H	7201 Levander Loop, Bldg H	Austin	TX	78702
13009782	Health & Human Services Dept - Dove Springs WIC Clinic	6801 S. IH-35, Suite I-J	Austin	TX	78744
13009783	Austin Animal Center	7201 Levander Loop, Bldg A	Austin	TX	78702
13009784	Health & Human Services Dept - Environmental Health Svcs	1520 Rutherford Ln, Bldg 1, Ste 200	Austin	TX	78754
13009785	St John's Health Center Annex	7100 CAMERON RD STE E	Austin	TX	78752-2868
13009786	Dove Springs Wic Office	5405 S PLEASANT VALLEY RD	Austin	TX	78744-3828
13009787	Human Services Division Admin	100 N IH-35	Austin	TX	78701-4137
13009788	Health & Human Services Dept - Cesar Chavez Building	1111 EAST CESAR CHAVEZ STREET	Austin	TX	78751-2701
13009789	Health & Human Services Dept - Day Labor Site	4916 N. IH-35 Service Road	Austin	TX	78702-4398 x
13009790	Health & Human Services Dept - East Austin Center	211 COMAL ST	Austin	TX	78702-4398 x
13009791	East Austin Health Center - Pharmacy Department	211 COMAL ST	Austin	TX	78702-5297 x
13009792	Health & Human Services Dept - 3rd Floor	15 WALLER ST 3RD FLR	Austin	TX	78702-5297
13009793	Health & Human Services Dept - 4th Floor	15 WALLER ST 4TH FLR	Austin	TX	78702-5297 x
13009794	Health & Human Services Dept - 5th Floor	15 WALLER ST 5TH FLR	Austin	TX	78702-5297 x
13009795	Health & Human Services Dept - 1st Floor	15 WALLER ST 1ST FLR	Austin	TX	78702-5297 x
13009796	Health & Human Services Dept - Rosewood-Zaragosa Health Center	2802 WEBBERVILLE RD	Austin	TX	78702-2998 x
13009797	South Austin Health Center - Pharmacy Department	2529 S 1ST ST	Austin	TX	78704-5493 x
13009798	Health & Human Services Dept - Diabetes Program	1224 E 12TH ST	Austin	TX	78702-1114
13009799	Health & Human Services Dept - Accounting Services	2100 E ST ELMO RD BLDG E	Austin	TX	78744-1050
13009802	Human Resources Department - One Texas Center	505 BARTON SPRINGS RD STE 600	Austin	TX	78704-1245
13009803	Human Resources Department - Dewitty Employment Center	2209 ROSEWOOD AV, STE 205	Austin	TX	78702-2200
13009804	Human Resources Department - Organization Development Division	2800 SPIRIT OF TEXAS DR.	Austin	TX	78719-2556
13009805	Human Resources Department - Employee Benefits Division	206 E. 9TH ST., SUITE 14.127	Austin	TX	78701-2516
13009806	Human Resources Department	4201 ED BLUESTEIN BLVD	Austin	TX	78721
13009807	Northeast Austin Health Center - Pharmacy Department	7112-Z ED BLUESTEIN BLVD	Austin	TX	78723-2913
13009808	Northeast Austin Health Center	7112-Z ED BLUESTEIN BLVD	Austin	TX	78723-2913
13009809	Town Lake Animal Center	1156 W CESAR CHAVEZ ST	Austin	TX	78701-4603
13009810	Northwest Rural Health Center	18649 FM 1431 #12A	Lago Vista	TX	78645-3465
13009811	David Powell Public Health	4614 N. IH-35	Austin	TX	78751-3919 x
13009812	Parkfield WIC Office	9411 PARKFIELD DR	Austin	TX	78758-6253
13009813	St John's Public Health Center	928 BLACKSON AVE	Austin	TX	78752-2740
13009814	Austin Public Library - Central Library	710 W Cesar Chavez St	Austin	TX	78701
13009815	Austin Public Library - Facilities Services Center	635 N. PLEASANT VALLEY RD	Austin	TX	78702-3944
13009816	Austin Public Library - Austin History Center	810 GUADALUPE ST	Austin	TX	78701-2314

43009817	Austin Public Library - Facility Services (J Gillum)	635 N. PLEASANT VALLEY RD	Austin	TX	78702
43009818	Austin Public Library - New Central Library	710 W CESAR CHAVEZ	AUSTIN	TX	78701
43009819	Labor Relations Office	1621 Nash Hernandez, Sr. Rd	Austin	TX	78702-5408
43009820	Law Department - Legal Services Division	301 W. 2ND ST	Austin	TX	78701-3906
43009821	Law Department - Claims Division	206 E 9TH ST STE 13.138	Austin	TX	78701-2516
43009822	Law Department - Warrant Clearance Office	301 W. 2ND ST	Austin	TX	78701-3906
43009823	Telecommunications & Regulatory Affairs	124 WEST 8TH ST., SUITE 210	Austin	TX	78701-2302
43009824	Telecommunications & Regulatory Affairs	2209 Rosewood Ave., Suite 202	Austin	TX	78702-2258
43009825	Small & Minority Business Resources Assistance Center	4100 ED BLUESTEIN BLVD	Austin	TX	78721
43009826	Municipal Court	700 E 7TH ST	Austin	TX	78701-3307
43009827	Montopolis Public Health Center	1200 MONTOPOLIS DR	Austin	TX	78741-3435
43009828	Finance & Admin Svcs - COA Material Management	2006 E. 4TH STREET.	Austin	TX	78702-4523
43009829	Finance & Admin Svcs - COA Emergency Supply Warehouse	1520 Rutherford Ln	Austin	TX	78754-3827
43009830	Northeast Neighborhood - Support Team	1801 E 51ST STREET	Austin	TX	78723
43009831	Neighborhood Housing & Community Development	1000 E. 11TH ST, STE 200	Austin	TX	78702-1945
43009832	Planning & Development Review	505 BARTON SPRINGS RD, 5TH FL	Austin	TX	78704-1257
43009833	Combined Transportation, Emergency & Communication Center	5010 OLD MANOR ROAD, SUITE 330	Austin	TX	78767
43009834	Office Of Emergency Management	PO BOX 1088	Austin	TX	78767-1088
43009835	Palmer Auditorium	900 BARTON SPRINGS ROAD	Austin	TX	78704-1244
43009836	Planning & Zoning	505 Barton Springs Rd, 5th Floor	AUSTIN	TX	78704
43009837	Austin Police Dept - Headquarters - Property Management	715 E 8TH ST	Austin	TX	78701-3397
43009838	Austin Police Dept - Forensics	812 SPRINGDALE RD	Austin	TX	78702-4040
43009839	Austin Police Dept - Police Communications Office	812 SPRINGDALE RD	Austin	TX	78702-4040
43009840	Austin Police Dept - Sex Crimes/Domestic Violence Unit	4201 Ed Bluestein Blvd	Austin	TX	78721-2909
43009841	Austin Police Dept	3601 Bergstrom Drive	Austin	TX	78719
43009842	Austin Police Dept	4800 Emma Browning Avenue	Austin	TX	78719
43009843	Austin Police Dept - Vehicle Abatement	4201 Ed Bluestein 2nd Floor	Austin	TX	78721-2909
43009844	Austin Police Dept - Training Academy	4800 SHAW LN	Austin	TX	78744-3928
43009845	Austin Police Dept - Organized Crime Division	1520 Rutherford Ln Bldg #4 1st floor	Austin	TX	78754
43009846	Austin Police Dept - Mounted Patrol Stables	8011 BOYCE LN	Manor	TX	78653-9728
43009847	Austin Police Dept - North Substation	12425 LAMPLIGHT VILLAGE AVE	Austin	TX	78758-2515
43009848	Austin Police Dept - Motorola Unit	4201 ED BLUESTEIN BLVD	Austin	TX	78721-2909
43009849	Austin Police Dept - South Substation	404 RALPH ABLANEDO DRIVE	Austin	TX	78748-6609
43009850	Austin Police Dept - Recruiting	1520 Rutherford Ln Bldg.#3	Austin	TX	78754
43009851	Austin Police Dept - East Command Center	812 SPRINGDALE RD	Austin	TX	78702-4040
43009852	Austin Police Dept - Office of Community Liason	4101 S. Industrial Blvd	Austin	TX	78744-1072
43009853	Austin Police Dept - Evidence	4708 E. Martin Luther King Jr Blvd	Austin	TX	78721-1632
43009854	Austin Police Dept	1520 Rutherford Ln Bldg #2	Austin	TX	78754
43009855	Austin Police Dept	2006 E. 4th St	Austin	TX	78702
43009856	Planning & Development Review	505 BARTON SPRINGS RD, 5TH FL	AUSTIN	TX	78704-1257
43009857	Conservation Services Department	301 E 2ND ST	Austin	TX	78701-3906
43009858	Conservation Services Department	206 E 9TH ST STE 17.102	Austin	TX	78701-2516
43009859	Transportation, Planning & Sustainability	1011 SAN JACINTO BLVD	Austin	TX	78701-2431
43009860	Pflugerville Health Clinic	15803 WINDERMERE, STE 300	Pflugerville	TX	78660-2482
43009861	Public Information Office	124 W 8TH ST RM 208	Austin	TX	78701-2300
43009862	Parks & Recreation Dept - Central Maintenance Complex	2525 S LAKESHORE BLVD	Austin	TX	78741-1799
43009863	Parks & Recreation Dept - Austin Tennis Center	5800 Johnny Morris Rd	Austin	TX	78724-5407
43009864	Parks & Recreation Dept - Alamo Rec Center	2100 Alamo St.	Austin	TX	78722-2450
43009865	Parks & Recreation Dept - Mexican American Culture Center	600 River Street	Austin	TX	78701-4218
43009866	Parks & Recreation Dept - Zilker Park	2100 Barton Springs Rd	Austin	TX	78746
43009867	Parks & Recreation Dept - Annex Location	919 West 28th 1/2 St.	Austin	TX	78705-3536
43009868	Parks & Recreation Dept - Decker Lake	6614 Blue Bluff Rd.	Austin	TX	78724-7000
43009869	Parks & Recreation Dept - Elisabet Ney Museum	304 E. 44th St	Austin	TX	78751-3813

13009870	Parks & Recreation Dept - Pan Am Rec Center	2100 East 3rd.	Austin	TX	78702-4522
13009871	Parks & Recreation Dept - Dittmar Rec Center	1009 West Dittmar Dr.	Austin	TX	78745-6325
13009872	Parks & Recreation Dept - Bartholomew District Park	5201 Berkman Dr	Austin	TX	78723
13009873	Parks & Recreation Dept - Main Office	200 S LAMAR BLVD	Austin	TX	78704-1046
13009874	Parks & Recreation Dept - Tanglewood Park	11406 Rustic Rock Dr	Austin	TX	78750-3505
13009875	Parks & Recreation Dept - Mountain View Park	9000 Middlebie	Austin	TX	78750
13009876	Parks & Recreation Dept - Montopolis Recreation Center	1200 Montopolis Dr	Austin	TX	78741-3435
13009877	Parks & Recreation Dept - Rosewood Recreation Center	1182 Pleasant Valley Rd.	Austin	TX	78702-2046
13009878	Parks & Recreation Dept - Givens Rec Center	3811 E. 12th. St.	Austin	TX	78721-1936
13009879	Parks & Recreation Dept - Austin Recreation Center	1301 Shoal Creek Blvd	Austin	TX	78701-1713
13009880	Parks & Recreation Dept - Butler Park	1000 Barton Springs Rd	Austin	TX	78704
13009881	Parks & Recreation Dept - Northwest Center	2913 Northland Dr	Austin	TX	78757-5035
13009882	Parks & Recreation Dept - Pease Park	1100 Kingsbury St.	Austin	TX	78703
13009883	Parks & Recreation Dept - West Austin Neighborhood Park	1317 W. 10th St.	Austin	TX	78703
13009884	Parks & Recreation Dept - Walnut Creek District Park	1401 N CEDAR BEND DR	Austin	TX	78758-9999
13009885	Parks & Recreation Dept - Fiesta Gardens	2101 Jesse Segovia St	Austin	TX	78702
13009886	Parks & Recreation Dept - South Austin Senior Activity Center	3911 Manchaca Rd.	Austin	TX	78704-0735
13009887	Parks & Recreation Dept - Susana Dickenson House Museum	411 E. 5th Street	Austin	TX	78701-3705
13009888	Parks & Recreation Dept - Parque Zaragoza Rec Center	2608 Gonzales St.	Austin	TX	78702-3959
13009889	Parks & Recreation Dept - So. Austin Rec Center	1100 Cumberland Rd	Austin	TX	78704-6127
13009890	Parks & Recreation Dept - Carver Museum & Cultural Center	1165 Angelina St	Austin	TX	78702-2034
13009891	Parks & Recreation Dept - Dottie Jordan Rec Center	2803 Loyola Ln.	Austin	TX	78723-2240
13009892	Parks & Recreation Dept - McBeth Rec Center	2401 A Columbus Dr.	Austin	TX	78746-5756
13009893	Parks & Recreation Dept - Beverly S. Sheffield Park	7000 Ardath Street	Austin	TX	78757
13009894	Parks & Recreation Dept - Metz Rec Center	2407 Canterbury St.	Austin	TX	78702-5656
13009895	Parks & Recreation Dept - Jimmy Clay Golf Course	5400 JIMMY CLAY DR	Austin	TX	78744-4600
13009896	Parks & Recreation Dept - Turner Roberts Rec Center	7201 Colony Loop Dr.	Austin	TX	78724-5348
13009897	Parks & Recreation Dept - Austin BMX Skate Park	1213 Shoal Creek	Austin	TX	78701
13009898	Parks & Recreation Dept - Trailhead Park	11021 Boulder Ln	Austin	TX	78726
13009899	Parks & Recreation Dept- Colorado River Park	400 Grove Blvd	Austin	TX	78741
13009902	Parks & Recreation Dept - Aquatics	400 Deep Eddy Ave	Austin	TX	78703-4600
13009903	Parks & Recreation Dept - Athletics	515 S Pleasant Valley Rd	Austin	TX	78741-1902
13009904	Parks & Recreation Dept - Austin Nature Center	301 Nature Center Dr	Austin	TX	78746-5775
13009905	Parks & Recreation Dept - Camacho Activity Center	34 Robert T Martinez Jr St	Austin	TX	78702-5544
13009906	Parks & Recreation Dept - Conley - Guerrero St Center	808 Nile St	Austin	TX	78702-2934
13009907	Parks & Recreation Dept - Dougherty Arts Center	1110 Barton Springs Rd	Austin	TX	78704-1150
13009908	Parks & Recreation Dept - Lions Municipal Golf Course	2910 ENFIELD RD	Austin	TX	78703-3604
13009909	Parks & Recreation Dept - Dove Spring Rec Center	5801 Ainez Dr	Austin	TX	78744-4629
13009910	Parks & Recreation Dept - Gus Garcia Rec Center	1201 East Rundberg Ln	Austin	TX	78753-4929
13009911	Parks & Recreation Dept - O'Henry House	409 East 5th St	Austin	TX	78701
13009912	Parks & Recreation Dept - Old Bakery & Emporium	1006 South Congress Ave	Austin	TX	78704
13009913	Parks & Recreation Dept - Senior Activity Ctr/Lamar	2874 Shoal Crest Ave	Austin	TX	78705-3515
13009914	Parks & Recreation Dept - Senior Support Program	1520 Rutherford Ln Bldg 1	Austin	TX	78754
13009915	Parks & Recreation Dept - Virginia Brown Rec Center	7500 Blessing Ave	Austin	TX	78752-1716
13009916	Parks & Recreation Dept - Walter Long (Decker Lake)	9608 Decker Lake Rd	Austin	TX	78724-4022
13009917	Parks & Recreation Dept - Hancock Golf Course	811 E 41ST ST	Austin	TX	78751-4326
13009918	Parks & Recreation Dept - Morris Williams Golf Course	4300 MANOR RD	Austin	TX	78723-5900
13009919	Parks & Recreation Dept - Morris Williams Golf Course	3851 MANOR RD	Austin	TX	78723-5900
13009920	Parks & Recreation Dept - Riverside Center	901 W RIVERSIDE DR	Austin	TX	78704-1153
13009921	Parks & Recreation Dept - Krieg Softball Complex	517 S PLEASANT VALLEY RD	Austin	TX	78741-1902
13009922	Public Safety & Emergency Mgmt - City Hall	301 W. 2ND ST., 4THFL	Austin	TX	78701-3906
13009923	Public Works - Building Maintenance	1905 E 6TH ST	Austin	TX	78702-3401
13009924	Public Works Department	505 Barton Springs Rd, Ste 800	Austin	TX	78704-1206

43009925	Public Works - Meinardus	4411 A Meinardus Drive	Austin	TX	78744
43009926	Public Works - Security	301 W 2ND ST	Austin	TX	78701-3906
43009927	Economic Development Department	301 W. 2ND ST., 2ND FLOOR	Austin	TX	78701-3906
43009928	Rosewood/Zaragosa Neighborhood Center	2800 WEBBERVILLE RD	Austin	TX	78702-2998
43009929	Small Business Development Program	505 BARTON SPRINGS RD	Austin	TX	78704-1250
43009930	Finance & Admin Svcs Dept - Fleet Service Center #1	6301 HAROLD CT	Austin	TX	78721-2727
43009931	Finance & Admin Svcs Dept - Fleet Service Center #5	714 E 8TH ST	Austin	TX	78701-3305
43009932	Finance & Admin Svcs Dept - Fleet Service Center #8	4411 MEINARDUS DR	Austin	TX	78744-1835
43009933	Finance & Admin Svcs Dept - Utility Customer Service Office	2100 E ST ELMO RD	Austin	TX	78744-1050
43009934	South Austin Neighborhood Center	2508 DURWOOD ST	Austin	TX	78704-5444
43009935	Solid Waste Services Dept - Service Center	4108 Todd Lane	Austin	TX	78744-1037
43009936	Solid Waste Services Dept	1520 Rutherford Lane	Austin	TX	78754
43009937	Dept Of Public Works & Transportation - Support Services	505 BARTON SPRINGS RD STE 1000	Austin	TX	78704-1286
43009938	Public Works-Street & Bridge Construction Inspection	1111 Rio Grande St	Austin	TX	78701
43009939	Public Works - Human Resources	105 Riverside Dr. Suite 210	Austin	TX	78704-1249
43009940	Public Works Finance and Public Works Safety Office	105 W. Riverside Dr. Ste 200	Austin	TX	78704-1249
43009941	Public Works - Street & Bridge/Markings Section	6301 Harold Court, Trailer D	Austin	TX	78721-2727
43009942	Austin Transportation Department	3701 Lake Austin Blvd.	Austin	TX	78703-3503
43009943	Public Works Dept - Engineering File Room	505 Barton Springs Rd, Ste. 760	Austin	TX	78704-1245
43009944	Dept Of Public Works & Transportation - Traffic Signals & Control Warehouse	1501 Toomey Rd	Austin	TX	78704-1031
43009945	Dept Of Public Works & Transportation - Traffic Signals & Control	1501 Toomey Rd	Austin	TX	78704-1031
43009946	Public Works - Human Resources	105 W. Riverside Drive, Ste 205	Austin	TX	78704-1222
43009947	Public Works Dept	505 Barton Springs Road, Ste 900	Austin	TX	78704-1286
43009948	Real Estate Services	505 Barton Springs Rd., Suite 740	Austin	TX	78704-1286
43009949	Austin Transportation Department	3701 Lake Austin Blvd.	Austin	TX	78703-3503
43009950	Austin Transportation Department	400 Jessie St	Austin	TX	78704-1015
43009951	Public Works - Street & Bridge/Construction Inspection	4411 Meinardus Dr #A	Austin	TX	78744-1835
43009952	Public Works - Street & Bridge/Construction Inspection Warehouse	4411 Meinardus Dr #A	Austin	TX	78744-1835
43009953	Capital Contracting Office	505 Barton Springs Rd. Suite 1045	Austin	TX	78704-1249
43009954	Austin Transportation Department	2001 E. 5th St.	Austin	TX	78701
43009955	Austin Transportation Department	7211 IH 35 North	Austin	TX	78752
43009956	Austin Transportation Department - Office of the Director	3701 Lake Austin Blvd 2nd. Floor	Austin	TX	78703
43009957	Austin Transportation Department - Traffic Engineering	3701 Lake Austin Blvd 2nd. Floor	Austin	TX	78703
43009958	Austin Transportation Department - Right-of-Way Management	3701 Lake Austin Blvd 1st. Floor	Austin	TX	78703
43009959	Austin Transportation Department - Planning	3701 Lake Austin Blvd 2nd. Floor	Austin	TX	78703
43009960	Austin Transportation Department - Active Transportation	3701 Lake Austin Blvd 2nd. Floor	Austin	TX	78703
43009961	Public Works - Construction Inspection	12885 RESEARCH BLVD STE 110B	Austin	TX	78750-3223
43009962	Public Works - Street & Bridge/Construction Inspection	2412 KRAMER LN	Austin	TX	78758-4007
43009963	Public Works - Construction Inspection	6448 HWY 290 E STE 113-ECE	Austin	TX	78723-1041
43009964	Public Works - Construction Inspection	400 W CESAR CHAVEZ ST	Austin	TX	78701-3898
43009965	Dept Of Public Works & Transportation - Street & Bridge - River St Yard	600 RIVER ST	Austin	TX	78701-4218
43009966	Dept Of Public Works & Transportation - Street & Bridge - Townview Yard	6301 HAROLD CT	Austin	TX	78721-2727
43009967	Public Works - Signs	1501 TOOMEY RD	Austin	TX	78704-1031
43009968	Trans., Planning & Sustainability - Parking Enforcement	1111 RIO GRANDE	Austin	TX	78701-2015
43009969	Austin Water Utility	625 E 10TH ST STE 500	Austin	TX	78701-2631
43009970	Water & Wastewater Utility - Finance Division	625 E 10TH ST STE 500	Austin	TX	78701-2631
43009971	Water & Wastewater Utility - Davis Water Plant Instrument Shop	3500 W 35TH ST	Austin	TX	78703-1069
43009972	Austin Water Utility - Electrical Control Systems	625 E 10TH ST STE 415	Austin	TX	78701-2631
43009973	Austin Water Utility - Engineering Design	625 E 10TH ST STE 400	Austin	TX	78701-2631
43009974	Austin Water Utility - Subdivision Review	625 E 10TH ST STE 400	Austin	TX	78701-2631
43009975	Austin Water Utility - Facility Engineering	625 E 10TH ST STE 400	Austin	TX	78701-2631
43009976	Austin Water Utility - Industrial Waste & Cross Contamination	3907 S INDUSTRIAL DR	Austin	TX	78744-1070
43009977	Austin Water Utility - Davis Wastewater Plant Lab	3500 W 35TH ST	Austin	TX	78703-1069

13009978	Austin Water Utility - Walnut Creek Wastewater Plant Lab	7113 E M L KING BLVD	Austin	TX	78724-6007
13009979	Austin Water Utility - Govalle Wastewater Plant Lab	911 HOWARD RD	Austin	TX	78725-9801
13009980	Austin Water Utility - Hornsby Bend Wastewater Plant Lab	2210 S FM 973	Austin	TX	78725-7103
13009981	Austin Water Utility - South Austin Regional Wastewater Plant Lab	1017 Fallwell Lane	Del Valle	TX	78617-2829
13009982	Austin Water Utility - Regulatory Affairs & Quality Control	625 E 10TH ST 5TH FL	Austin	TX	78701-2631
13009983	Austin Water Utility - Field Operations Division	625 E 10TH ST 3RD FL	Austin	TX	78701-2631
13009984	Austin Water Utility - Field Operations Division	6301B HAROLD CT	Austin	TX	78721-2727
13009985	Austin Water Utility - Field Operations Division	901 W KOENIG LN	Austin	TX	78756-1503
13009986	Austin Water Utility - South Service Center	3616 S 1ST ST	Austin	TX	78704-7044
13009987	Austin Water Utility - Webberville Center	2600 WEBBERVILLE RD	Austin	TX	78702-2944
13009988	Austin Water Utility	625 E 10TH ST STE 300	Austin	TX	78701-2631
13009989	Walnut Creek Wastewater Treatment Plant	7113 FM 969	Austin	TX	78724-6006
13009990	South Austin Regional - Wastewater Treatment Plant	1017 FALLWELL LN	Del Valle	TX	78617
13009991	Water & Wastewater Utility - Boggy Creek East Station	6611 SHELTON RD	Austin	TX	78725-2640
13009992	Water & Wastewater Utility - Montopolis Lift Station	6100 GROVE DR	Austin	TX	78741-9999
13009993	Water & Wastewater Utility - Taps & Connections	625 E 10TH ST STE 200	Austin	TX	78701-2631
13009994	Water & Wastewater Utility - Austin Water Utility	625 E. 10 Street, Suite 215	Austin	TX	78701-2631
13009995	Water & Wastewater Utility - Jollyville Pump Station	7329 MCNEIL RD	Austin	TX	78729-7612
13009996	Water & Wastewater Utility - Williamson Creek Plant	5302 E WILLIAM CANNON DR	Austin	TX	78744-5150
13009997	Lost Creek Treatment Plant	6104 1/2 Turtle Point Road	Austin	TX	78746
13009998	City of Austin/Watershed Protection - Storage Facility	501 S. Congress	Austin	TX	78704
13009999	Watershed Protection	505 BARTON SPRINGS RD, Ste 1200	Austin	TX	78704-1245
13010002	Watershed Protection	1007 Lambie St	Austin	TX	78702
13010003	Watershed Protection	901 DALTON LN.	AUSTIN	TX	78742
13010004	Watershed Protection	2001 E. 5th St., Building G	Austin	TX	78702
13010005	Watershed Protection	2006 E. 4th St., Building G	Austin	TX	78702
13010006	Watershed Protection	411 Chicon Street, 2nd Floor	Austin	TX	78702
13010007	Watershed Protection - Becker Green Classroom	1705 Milton Ave.	Austin	TX	78704
13010008	Watershed Protection - Engineering Services	505 BARTON SPRINGS RD, 12TH FL	Austin	TX	78704-1245
13010009	Watershed Protection - Environmental Resource Management	505 BARTON SPRINGS RD, 11TH FL	Austin	TX	78704-1245
13010010	Watershed Protection	105 RIVERSIDE DRIVE, 1st Floor	Austin	TX	78704-1245
13010011	Planning, Development & Review - Assistance Center	505 BARTON SPRINGS RD, STE 100	Austin	TX	78704-1245
13010012	Watershed Protection - Field Operations - Townview	6301-C HAROLD COURT, RM# 118 FO	Austin	TX	78721-2727
13010013	Watershed Protection - Field Operations - North District	2412-B KRAMER LN BLDG B	Austin	TX	78758-4007
13010014	Watershed Protection - Brownfields Program	505 BARTON SPRINGS RD, 8TH FL	Austin	TX	78704-1245
13010015	Watershed Protection - Field Operations	6301-H HAROLD CT	Austin	TX	78721-2727
13010016	Planning, Development & Review - Building Inspection	505 BARTON SPRINGS RD 3RD FL	Austin	TX	78704-1245
13010017	Planning, Development & Review - Environmental Inspection	505 BARTON SPRINGS RD 3RD FL	Austin	TX	78704-1245
13010018	Planning, Development & Review - Permit Center	505 BARTON SPRINGS RD, 2nd FL	Austin	TX	78704-1245
13010019	Planning, Development & Review - Site & Subdivision Inspection	505 BARTON SPRINGS RD., 8TH FL	Austin	TX	78704-1245
13010020	Planning, Development & Review - Site & Subdivision Inspection	2412-B Kramer Lane, Building B	Austin	TX	78758
13010021	Planning, Development & Review - Land Use Review	505 BARTON SPRINGS RD STE 400	Austin	TX	78704-1245
13010022	Watershed Protection - Field Ops - Ponds	5109 BEN WHITE BLVD	Austin	TX	78723
13010023	Austin Transportation - Right of Way Management	505 BARTON SPRINGS RD 8TH FL	Austin	TX	78704-1245
13010024	Watershed Protection - Salamander Captive Breeding	301 Nature Center Drive	Austin	TX	78746-5775
13010025	Planning, Development & Review - Commercial Building Review	505 BARTON SPRINGS RD 2ND FL	Austin	TX	78704-1245
13010026	Planning, Development & Review - Residential Review	505 BARTON SPRINGS RD 2ND FL	Austin	TX	78704-1245
13010027	Planning, Development & Review - Site & Subdivision Inspection	4411-A MEINARDES	Austin	TX	78744-1835



MMCAP

Government
Serving
Government



MMCAP Mission

Minnesota Multistate Contracting Alliance for Pharmacy

Ensure best value for pharmaceuticals and health care products and services to government facilities across the nation.

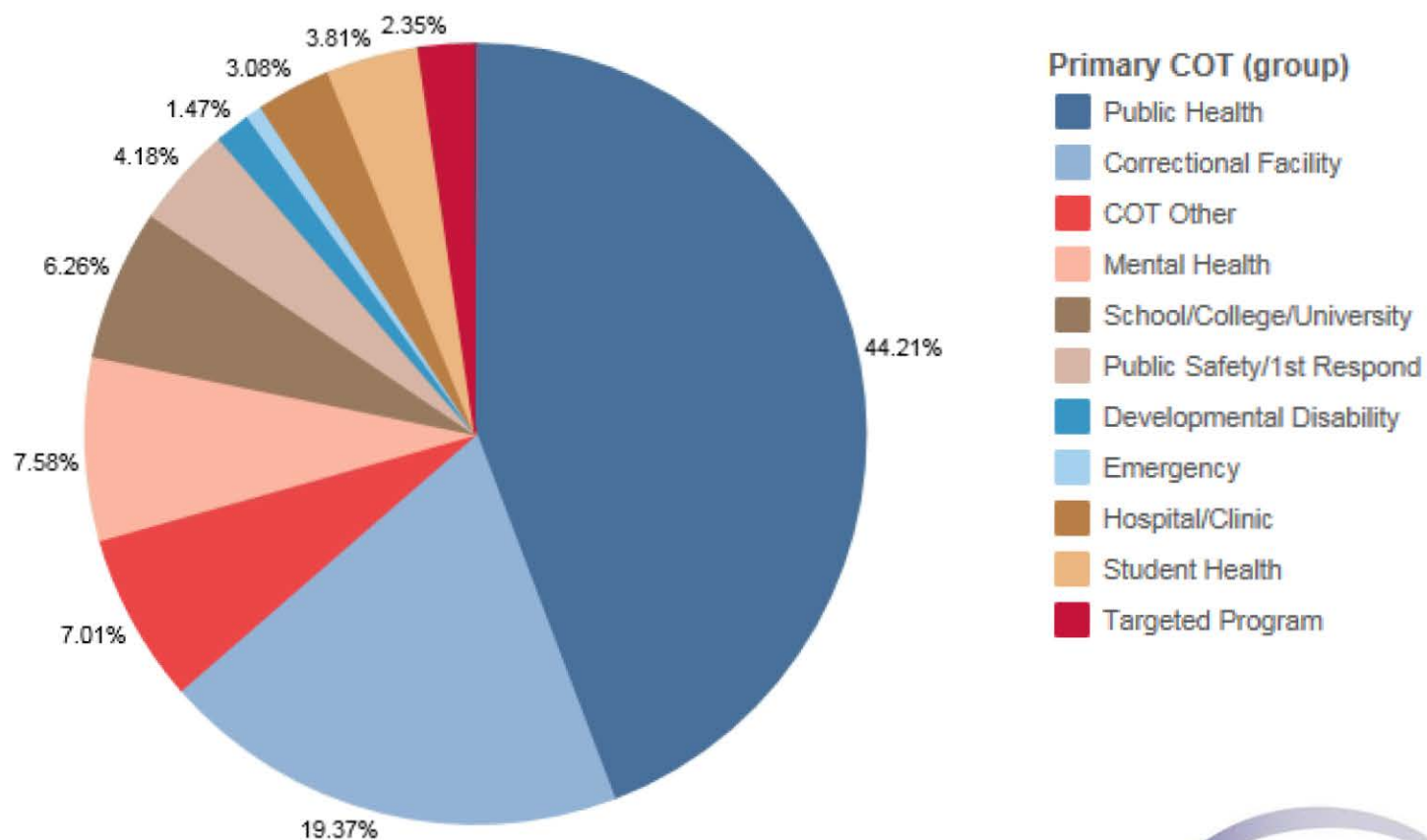


What is MMCAP?

- National cooperative group purchasing organization (GPO) for government facilities that provide healthcare services
- Operated by the State of Minnesota, Office of State Procurement and self funded
- Members in all 50 states
- Membership is free and voluntary



Membership Profile



MMCAP is Member Driven

State Contacts

- Two representatives from each state (One pharmacy and one purchasing) act as liaison between MMCAP and its members
- Review membership applications and eligibility
- Evaluate pharmaceutical proposals at National Member Conference
- Assist with RFP strategy and award process
- Post MMCAP contracts on state's procurement web site

Advisory Board

- Eight member-elected representatives (Four pharmacy, four procurement)
- Ensure strategic direction is aligned with membership needs
- Voice of membership



MMCAP Benefits

- Reduced Costs for Products and Services
- Free Membership!
- Annual Wholesaler Shareback Credit
- Senior Account Executive (SAE)
- Member Controlled Formulary
- Member Driven Leadership
- Nationwide Peer Networking Opportunities
- MN Procurement Guidelines Fit States' Requirements
- Professional and Experienced Staff



Pharmacy Program Offerings

Products	Services
Pharmaceuticals	Wholesale Distribution
Influenza Vaccine	Prescription Filling
General Vaccines	Repackaging
Diabetes Supplies	Returned Goods Processing
Nutritionals	Hazardous Waste Disposal
Vials and Containers	Invoice Auditing
Emergency Preparedness	Clinical Pharmacy Specialists



Healthcare Products & Services Program

Products	Services
Medical Supplies	Service for Med Equipment
Dental Supplies	Service for Dental Equipment
Drug Testing Products	Third Party Administration with SAMHSA Certified Labs and Legal Service
Condoms	
Laboratory Supplies	



Pharmaceutical Wholesalers

- States choose one of three wholesalers (Cardinal, Morris & Dickson and AmerisourceBergen)
- Cost of goods discounting on Brand and Generics
- Favorable delivery and return policies with advanced reporting options
- One-stop shopping for Pharmaceuticals, Vaccines and OTCs



MMCAP Shareback Credit

Vendor administrative fees are collected by MMCAP for its efforts in:

- Consolidating, maintaining and growing membership.
Standardized contracting with manufacturers and wholesalers.
Resolving member issues...
- A portion of vendor fees are used to fund MMCAP operations
- 100% of unused vendor fees are returned to MMCAP facilities as a wholesaler credit
- Amount returned is based on contract purchases
- MMCAP returns a much higher percentage of administrative fees to its members versus other GPOs
- MMCAP is a not-for-profit GPO



Cost Savings in Pharmacy

Recent market basket comparisons reveal significant MMCAP savings in key customer classes of trade:

University Student Health	Department of Corrections	County Jail	Department of Health	State Hospital
12.9%	5.9%	39.8%	10.7%	4.6%
10.7%	6.2%	26.7%	5.7%	2.5%
24.6%			46.3%	

Price validation and data integrity ensured through detailed item matching process, aligning purchase dates and payment terms.



Ensuring MMCAP's Superior Pricing

- Pharmaceutical Contracting Periods:
 - Generic every year
 - Brand every four years
- Aggressive price negotiations throughout contract term
- Leverage member volume purchases
- Monitor off-contract purchasing to identify products that should be added to contract
- Open and fair competition following stringent MN procurement law and policy
- Competitive pricing collected and analyzed
- WAC reports monitored for pricing changes



Contact Us

We are here to help ...

Website: www.mmcap.org
email: mn.multistate@state.mn.us
Phone: (651) 201-2420



GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	John Hilbun 974-1054	PM Name/Phone	N/A
Sponsor/User Dept.	Public Health, EMS, Fire, Police, HR, HSEM	Sponsor Name/Phone	Kurt Becker 972-5543
Solicitation No	N/A	Project Name	Vaccines
Contract Amount	\$1,000,000	Ad Date (if applicable)	N/A
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
To establish a Vaccines contract with Sanofi Pasteur, Inc. and GlaxoSmithKlein, LLC through the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) Cooperative Contract #269-C1.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous contract MA 9100 GC140000008 was also based off a cooperative, no solicitation, no goals assigned.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
26980-100%,			
John Hilbun		8/17/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	8/17/2018	Date Assigned to BDC	8/17/2018
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

N/A

Amy Amaya

SMBR Staff

Signature/ Date

8/17/2018

SMBR Director or Designee

Date

8-17-18

Returned to/ Date:

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

N/A

Amy Amaya

SMBR Staff

Signature/ Date

8/17/2018

SMBR Director or Designee

Date

8-17-18

Returned to/ Date: