

## Statewide Term Contract 8014A – Pharmaceutical Distribution Services

Bid Number	MMS2401062	
Contract Name	8014A – Pharmaceutical Distribution Services	
Effective Dates	November 1, 2025, through July 31, 2026 with 3, 1-year extensions	
Awarded Vendors and Contacts	Cardinal Health 110, LLC – MMCAP Contract No. MMS2401062	
	Vendor Contract Manager Point of Contact – <u>Richard Colley</u> (206) 718-4548	
	Vendor Customer Service Point of Contact – <u>Nicole Brooks</u> (336) 834-5018	
Contract Covers	This contract is intended to cover the state's normal requirements for	
	pharmaceuticals from the prime vendor (Cardinal Health) through the MMCAP Infuse	
	cooperative purchasing agreement. Detailed contract information may be found on	
	the MMCAP Infuse website or you may contact one of the contract administrators for assistance	
Mandatory	This contract is mandatory for state departments, most state agencies, and by state	
	higher education institutions (except under the conditions specified in G.S. §115D58.14(a)	
	and G.S. §116-13). The contract may also be utilized, without further	
	competition, by non-mandatory state agencies and other eligible entities	
Special Note	For all E-Procurement orders, the agency is requested to verify that <b>8014A</b> is	
	referenced in the <b>Contract ID Field</b> on the requisition to ensure contract exemption	
	compliance regarding E-Procurement fees	
MMCAP Membership	To use this contract, agencies MUST be registered as a MMCAP Infuse	
·	Participating Member Facility. If you are not currently registered as a MMCAP	
	Infuse Participating Facility, please complete a MMCAP Infuse Member Application,	
	and email it to the P&C Contract Administrator listed below. Contact the P&C	
	contract administrator if you have questions and/or are unsure about your agency's membership status.	
Delivery Information	Vendor will work with Member to establish a mutually agreed upon routine delivery commitment time (Commitment Time) to be completed between the hours of 6AM and 3PM, local time to each Member. The vendor will have thirty (30) minutes prior to and after the Commitment Time to complete the Member's delivery (Commitment Window). Upon Onboarding, the Member must provide Vendor their operating hours. If any changes are made to the Commitment Window by the Vendor, the Member must be given at least ten (10) business days' notice and must agree to the change for the change to take effect. If a Member changes their operating hours, they must notify Vendor with at least ten (10) business days' notice.	

	Late Deliveries: Deliveries shall be made by the Vendor in accordance with the Commitment Window specified in the Agreement or Purchase Order. For Members who receive an average of twelve (12) or more deliveries per calendar month, Vendor shall credit to the Member a fee of sixty dollars (\$60) per order not delivered within one hundred twenty (120) minutes past the Commitment Window, for each day the delivery is not received, payable as credit to the Member within fourteen (14) calendar days of Vendor's disposition of the reported delay. Vendor shall not be responsible for paying the aforementioned fee for delays due to "Force Majeure." Member must report each delivery delay to Vendor within two (2) business days giving the Vendor opportunity to research the source of delay and applicability of the fee.		
Repackaging	During the Term of this Agreement, the Vendor must have an arrangement with MMCAP Infuse's dedicated repackaging providers to allow all Members to fully participate in the services offered under the MMCAP Infuse contracts. The vendor will not assess any additional fees for pass-through billing or setting up a Member for this integration.		
Return policy	Vendor will accept returns in accordance with applicable laws, regulations, and normal business practices. Product returns for special conditions (e.g., refrigerated Product or Schedule II Product) must contain clear instructions and diagrams from the Vendor as it relates to special requirements for packaging and transport.		
	Returned up to 180 days	100%	
	Returned up to 365 days	90%	
	Returned after 365 days	0%	
	See Attachment D of the Cardinal MMCAP Infuse contract for specifics on product conditions for return, notification and returned timing of damaged product.		
Taxes	Prices do not include North Carolina sales or use tax.		
Emergency Orders	Vendor agrees to offer and accept all emergency orders under this Agreement. All Members will receive twelve (12) Emergency Orders (as defined below) per calendar year free of charge, including shipping costs. Vendor will make emergency ordering available to Members twenty-four (24) hours a day, seven (7) days a week.		
Late Fees	Unless allowed by the Member's statue, the Vendor will not assess late or financing fees		
Loaded into E-Procurement	Yes, line-item catalogs are loaded in <u>E-Procurement</u> . The help desk can be reached at (888) 211-7440		
Contract Manager	<u>lan Fox</u> – (984) 236-0211		
Contract Attachments	Cardinal Health MMCAP Master Agreement		
	Cardinal Health Participating Addendum		
<b>Contract Amendments</b>			