



STATE OF MISSISSIPPI

**CONTRACT NUMBER
8200062658**

**MEDLINE COOPERATIVE AGREEMENT FOR
MEDICAL/SURGICAL SUPPLIES**

**DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

**MEDLINE INDUSTRIES INC.
and
THE STATE OF MISSISSIPPI**

SCOPE: Medline Medical and Surgical Supplies

CONTRACT NUMBER: 8200062658

SMART NUMBER: 1130-22-C-SWCT-00223

EFFECTIVE DATES: November 3, 2022 – November 2, 2024

CONTACTS:

State of Mississippi

Belinda Williams-Russell

601-359-5041

Belinda.Russell@dfa.ms.gov

Medline Contract Administrator:

David Brown

Cell: 312-720-7059

dabrown@medline.com

Division Sales Manager:

James Daugherty

Office Phone: 251-281-4698

jdaugherty@medline.com

For price list, ordering information, account information contact James Daugherty at jdaugherty@medline.com or call 251-281-4698.

Medline website:

<https://www.medline.com>

Omnia Partners/Medline website:

<https://www.omniapartners.com/publicsector/suppliers/medline/contract-documentation>

We have established an agreement with Omnia Partners to allow purchases from their cooperative contract with Medline Industries Inc. for commodities only. It is the buyer's responsibility to ensure this contract is not used in place of a required competitive process or as a substitute for other required purchasing approvals as required by Mississippi law. These items include, but are not limited to, Adult and Children's Disposable Briefs (incontinence products). This contract was approved as another option for agencies to save money on medical and surgical supplies not currently covered by our competitively bid contracts, and provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein.



Medline will offer the below **Minimum discounts** off Medline list price. This is a discount floor, and in many cases deeper discounts can be offered. Medline can provide list pricing by product upon request from either OMNIA or OMNIA member. List pricing may fluctuate over the term of the contract in accordance with market conditions or costing changes. Medline reserves the right to negotiate pricing independent pricing agreements through the OMNIA contract with individual members as long as it falls within the below discount structure.

Description	Minimum Discount
Medline Brand Products	30% off Medline list price
Non-Medline/National Brand Products	25% off Medline list price

Freight/Minimum Orders

- A. **Minimum Order Requirements:** Three hundred and fifty dollars (\$350)
- B. **Freight:** Orders *over* minimum will ship free freight with the following exceptions
 - a. Emergency/rush orders
 - b. Orders outside ship-schedule
 - c. Non-stock or vendor direct ship items may incur freight charges
- C. **Lost Products:** All lost Products will be reported to Vendor's customer service department. Vendor will issue credit within ten (10) days of notification of lost Product; alternatively, re- shipment of missing Product will occur immediately after notification.
- D. **Ship Schedule:** Each account will be assigned a delivery schedule to provide consistent shipment points. Any orders occurring outside this ship schedule, or orders placed after ship cutoff may incur additional freight charges.
- E. **Lead time:** Standard lead time for stocked products is 2 days ARO, including in Alaska and Hawaii.

Local Agreements: In some cases, local agreements may be negotiated which will supersede contract freight terms listed above. These agreements will be communicated to OMNIA

New Account Setup/Credit

New Account Setup:

In order to process and account through the OMNIA contract, each member location must have a standalone account setup with Medline. In order to setup a new account we need the following documentation from **government** facilities

1. A copy of the W9, with the purchasing facilities address
2. A sales tax exempt certificate (if applicable)

Credit: Accounts can be setup as Credit Card only, or with Net 30 day terms.

1. **Credit Card Purchase:** Are subject to a 2% processing fee on all purchases
2. **Terms:** If an account wishes to be setup with credit terms, a government PO must be provided (either voided, or an actual order). Terms will be provided upon receipt of PO.

Non-Gov't Accounts: Non-government accounts will be required to provide all the above documentation, and will also have to fill out the standard new account application whether using a credit card or requesting terms.

To open an account: Contact James Daugherty, Division Sales Manager at 251-281-4698 or jdaugherty@medline.com

Directions to log on:

Click on the Login icon in the upper right corner
Set up user name and password to log into your account

Directions to shop:

In the upper left corner click on Shop Products, there are 26 medical supply categories. Clicking on those categories narrows your search. The other option is to click into the search field in the middle of the Medline.com screen and simply search by name of item or product description



Return Goods Policy

Authorization

All returns must be authorized by Medline prior to receipt. Product must be returned within 90 day of purchase. Authorizations are valid for 30 days. Return goods authorizations (RGAs) may be arranged either phoning Customer Service at **1 800-307-8386** or by contacting a Medline sales representative. Unauthorized returns may be returned to customer at customer's expense, destroyed by Medline's at Medline's discretion, or subject to additional charges without credit being issued to customer. **This policy applies to all customers unless superseded by a separate written agreement that includes specific return goods terms and conditions.**

Return Procedure

After obtaining an RGA, each return must include the following information:

- Customer's name, address and account number.
- RGA number.
- Original PO number or original Medline order number.
- Lot number and expiration dates where applicable.

Return Policy

Defective products are returnable with prior authorization. Non-defective products may be returned, provided customer has obtained prior authorization from Medline, if such products are in salable condition and suitable for restocking. Freight and restocking may apply as noted in the Restocking Fee Scheduled listed below. Product must be returned within 90 days of receipt.

The following conditions will not be considered for return.

- Products purchased more than three months prior to return request.
- Products considered hazardous materials.
- Special or custom products made to customer specifications or sold as non-returnable.
- Products returned in altered or damaged packaging, or in packaging other than original packaging.
- Refrigerated items.
- Packs broken, breached or damaged.
- Items in unsalable units of measure where product cannot be resold.
- Returns prohibited by state law*.
- Products with less than 6 months shelf life remaining based on expiration dates.
- Third party vendor products that require a vendor return authorization are subject to the vendor's return policy and applicable fees.
- Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of returned products and is subject to the other terms of this policy.

*Each state has individual Pharmacy laws, all returns are subject to approval of Medline Regulatory Affairs.

Damages or Shortages

In an effort to minimize any delay in resolving a damage or shortage claim, customer is required to count all receipts prior to customer's acceptance of delivery from the carrier. All damages or shortages must be noted on the carrier's freight bill or bill of lading and be countersigned by the customer. The damaged products must remain in the original carton, in the event inspection is required by the transportation company. Customer must notify Medline of any damages in transit or product shortages within two (2) business days of receipt, or Medline shall have no obligation to process credit or arrange for product replacement. Contact Medline Customer Service at 1-800- MEDLINE or a Medline sales representative to report damages or shortages.

Products Shipped in Error by Medline

Customer must notify Medline of any shipping errors or disputes within two (2) business days of receipt. Products shipped in error by Medline are freely returnable for full credit, provided that such returns are made within thirty (30) days of receipt.

Defective product

Defective product, properly noted damaged product and returns that are the result of a Medline error may be returned at Medline's expense and for a full credit, subject to the other provisions of this policy.

Restocking Fee Schedule

<u>Return from Date of Invoice</u>	<u>Re-stocking fee Percentage</u>
0 – 30 Days	5% / \$25 minimum + Freight
31 – 60 Days	10% / \$25 minimum + Freight
61 – 90 Days	20% / \$25 minimum + Freight
Greater than 90 days	not returnable unless expressly approved prior to receipt – contact your Medline Representative for additional information.