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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Price List Contract No. 25-24 (Statewide)

Replaces SPO Price List Contract No. 20-19

New Contract

Effective: November 1, 2025

THIS SPO PRICE LIST CONTRACT IS FOR AUTHORIZED BUSINESS USE ONLY

PHARMACEUTICAL WHOLESALE DISTRIBUTION SERVICES

11/1/2025 - 7/31/2026

INFORMATION ON MMCAP AND THE PHARMACEUTICAL WHOLESALE DISTRIBUTION SERVICES CONTRACT: The State of Hawaii is a member of MMCAP, a voluntary group purchasing organization operated by the State of Minnesota's Department of Administration for government healthcare facilities. The mission of MMCAP is to provide member organizations, through combined purchasing power, to receive the best prices available for pharmaceuticals and related products to eligible government facilities.

The State of Minnesota is the lead agency and contract administrator for the MMCAP pharmaceutical wholesaler distribution. A competitive request for proposals was issued on behalf of MMCAP and a contract was awarded to AmerisourceBergen/Cencora Drug Corporation. The contractor is required to distribute wholesale pharmaceutical products as ordered by an eligible health care facility.

The State Procurement Office, on behalf of the executive branch and the purchasing agencies listed below, has joined the MMCAP pharmaceutical wholesaler distribution contract. The MMCAP contract offers a wide range of pharmaceutical products.

For additional information on this contract visit, <http://www.mmcap.org>



PARTICIPATING JURISDICTIONS: Agencies of the following purchasing jurisdictions may purchase from this price list contract:

- Executive Departments/Agencies
- University of Hawaii (UH)
- Hawaii Health Systems Corporation (HHSC)
- Judiciary
- City & County of Honolulu (C&C of Honolulu)
- County of Hawaii

Participating jurisdictions are not required but may purchase from this price list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors; however, HRS Chapter 103D, and the procurement rules apply to purchases by using the applicable method of procurement and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources is at the discretion of the participating jurisdictions.

POINTS OF CONTACT: Questions regarding products, ordering, pricing, and status should be directed to:

MMCAP Infuse Senior Account Executive
Kim Hankins
email Kim.Hankins@state.mn.us
phone 503-999-5013

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Telephone	Fax	E-mail
Executive	Christopher Amandi	587-4706	586-0570	christopher.j.amandi@hawaii.gov
UH	Sarah Allen	956-2189	956-2093	Sarah-Jane.Allen@hawaii.edu
HHSC	Nancy Delima	359-0994		ndelima@hhsc.org
Judiciary	Tritia Cruz	538-5805	538-5802	tritia.l.cruz@courts.hawaii.gov
C&C Honolulu	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov
County of Hawaii	Diane Nakagawa	961-8440		diane.nakagawa@hawaiicounty.gov

USE OF THIS VENDOR LIST CONTRACT BY NONPROFIT ORGANIZATIONS: Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price and vendor list contracts.

A listing of these nonprofit organizations is available at the SPO website: <http://spo.hawaii.gov>. Click on For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing. If a nonprofit wishes to purchase from an SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor (participation must be mutually agreed upon, for example). A Contractor may choose to deny participation by a nonprofit. However, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than an SPO price list or vendor list contractor(s).

ELIGIBLE AUTHORIZED PARTICIPATING FACILITIES: Only eligible authorized facilities, of a participating jurisdiction, are authorized to use this contract. Eligible authorized facilities, wanting to use this contract, are required to complete a *MMCAP Facility Membership Application* and *Facility Membership Agreement* prior to ordering. Submit a completed and signed application and agreement to MMCAP Infuse Senior Account Executive Kim Hankins (see above) for membership verification and further processing.

DOCUMENTS REQUIRED BY CONTRACTOR TO OPEN A NEW ACCOUNT: Contractor's required forms include, but not limited to:

- AmerisourceBergen Credit Application and Agreement
- Pharmacy License
- Declaration of Eligibility for Contract Pricing

Contact the AmerisourceBergen Customer CARE Contact Center for the most updated forms and information regarding opening a new account.

AUTHORIZED PARTICIPATING FACILITIES: Each authorized participating facility will be assigned an account manager who will be responsible for building and developing an effective working relationship with the authorized participating facility's staff, including assisting in optimizing the facility's formulary, quarterly business reviews, sharing best practices to improve efficiency and reducing costs. Routine contact with the authorized participating facilities is summarized below:

Average Monthly Purchase Volume	Contact Frequency	Type of Contact
\$0 - \$25,000	Monthly	Phone or Virtual
\$25,001 +	Monthly or quarterly	Phone or Customer Preference of in person or Virtual Quarterly Business Review (QBR)
Primary State Contact	Every Month; invite to all business reviews	Virtual; on-site annually. MMCAP Infuse SHC included

CONTRACTOR: AmerisourceBergen is the only authorized contractor to distribute pharmaceuticals and related products under the Master Agreement with the State of Minnesota and with the State Procurement Office in Hawaii. Pharmaceuticals include but not limited to:

prescription, over the counter, controlled substances, specialty pharmaceuticals and limited supplies.

Name: AmerisourceBergen Drug Corporation
Address: 238 Sand Island Access Road
Contact: Lauren Dao
Telephone: (484) 651-3748
E-mail: Lauren.Dao@amerisourcebergen.com

CONTRACTOR CODES: Are obtainable for annotation on purchase orders from the Alphabetical Contractor Edit Table available at your department's fiscal office. Departments are cautioned that the remittance address on an invoice may be different from the address of the contractor code annotated on the purchase order. Therefore, when processing an invoice for payment, be sure that the correct contractor code is used.

COMPLIANCE PURSUANT TO HRS §103D-310(c): Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Price List Contract No. 25-24. No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.

ORDERING SYSTEM: Each authorized participating facility will have access to the AmerisourceBergen ordering program which can be accessed online at <https://abcorder.amerisourcebergen.com/>. Contact the AmerisourceBergen representative for a username, password, and training.

INVENTORY SUFFICIENCY OF MMCAP INFUSE CONTRACT PRODUCTS: The contractor is required to sufficiently stock MMCAP Contract Product. Contractor is required to stock inventory of MMCAP Contract Products unless there are fewer than three (3) units sold per month per distribution center. If there is volume of three (3) units or more of an equivalent product, contractor is required to stock inventory of MMCAP Contract Product based on equivalent product sales. MMCAP Contract Products that do not meet the units sold threshold and which are not stocked will be required to be viewable and orderable within contractor's online ordering system. The contractor will not create any unreasonable barriers in order to stock MMCAP Contracted Product. The contractor will work with MMCAP upon request to identify significant trends, including increases and decreases in purchase.

At initial account set-up, based on usage data from MMCAP, the contractor is required to stock a fifteen (15) day's supply of products. Thereafter, the contractor's buying system will be used to manage the demand by stocking inventory to meet said demand. Contractor will carry utilization history (demand) for a minimum of 60 calendar days, decreasing inventory stock of a product that has not been ordered after the 60 calendar period. The contractor is required to maintain inventory stocking in accordance to service level and inventory parameters.

SPECIAL ORDERS:

Pre-books

i. Vendor will fulfill one-time special buys for bulk quantities outside of the Member's normal ordering patterns through a pre-booking process. Members can contact Vendor's customer service via phone or email to request a one-time pre-book order, providing the following information:

- (a) Member account number,
- (b) NDC number,
- (c) total case quantity,
- (d) dating requirements, and
- (e) any other special requirements.

The Member will also indicate if the MMCAP Infuse Contract Products in the order will be used for a clinical trial or exported outside of the U.S.

ii. Vendor will verify the feasibility of meeting the pre-book requirements and requests with the MMCAP Infuse Manufacturer. A Vendor customer service specialist will then update the Member on whether the order is denied (providing reasons and alternative purchasing options), partially approved (seeking confirmation to proceed with partial order), or fully approved. If approved, Vendor will coordinate with MMCAP Infuse Manufacturer and MMCAP Infuse to track the order until it is delivered to the Member.

iii. Specific lot numbers and dating requirements requested by the Member will be confirmed with the MMCAP Infuse Manufacturer before processing the order. The typical fulfillment timeline for prebook orders is ten to fourteen (10-14) business days, although this may vary depending on item status. Expedited processing can be requested in urgent situations, with additional shipping fees borne by the Member as documented on the Purchase Order. All pre-book orders are nonreturnable.

Emergency Orders. Vendor agrees to offer and accept all emergency orders under this Agreement. All Members will receive three (3) Emergency Orders (defined later in this Paragraph) per calendar quarter free of charge (unless otherwise not meeting delivery threshold outlined in Attachment A-1), including shipping costs. Vendor's emergency Ordering System must be available twenty-four (24) hours a day, seven (7) days a week. An emergency order and delivery are defined as one necessary for immediate need and outside the normal order and delivery parameters as defined in this Article (Emergency Order). Vendor will completely fulfill Emergency Orders within four (4) hours following receipt of the order.

A. Contact/Ordering Initiation: **Members must make Emergency Orders via: 877-639-6390**

B. Costs: For Emergency Orders outside the three (3) allocated each quarter, Vendor may charge the ordering Member the Vendor's actual shipping to the ordering Member without any markup, including any handling fees, emergency fees, surcharges, or any cost beyond the Vendor's actual cost to ship Product. The Vendor should disclose the estimated costs before processing this type of order, but not at the expense of fulfilling the four (4) hour window. Once shipped, the Vendor will provide documentation to the Member, verifying the actual shipping costs.

- C. Transfer from an Alternative Distribution Center: If the Product is not stocked and available from the Member's assigned distribution center for immediate shipment to the Member, Vendor will utilize Vendor's alternative distribution centers to check availability for the Member for immediate order fulfillment for the Member.
- D. Delivery: If the Product is not delivered to the Member within twenty-four (24) hours, the Member will not have to reimburse the Vendor for shipping; Holidays do not exempt this time requirement. If the delay is due to the carrier, the Vendor will seek remedies from the carrier, not the Member.

STOCK OUTAGES: It is the responsibility of the Vendor to maintain sufficient inventory levels for all Products to meet the foreseeable needs of the Members as established by this Agreement; if Vendor cannot fulfill orders made by Members, it will be considered a failure by the Vendor to perform (Failure to Supply/FTS). The Vendor agrees to utilize the following process in the event of a FTS.

- A. Immediate Notification. Vendor's Ordering System will provide notice within twenty-four (24) hours to MMCAP Infuse and its Members of any Products covered by this Agreement that the Vendor has placed on backorder and/or unavailable. Vendor's notification will include:
- i. the Products placed on backorder status;
 - ii. the total number of Packages that are currently on MMCAP Infuse Member's backorder list to the Member and total number of Packages currently on all MMCAP Infuse Member backorder lists to MMCAP Infuse;
 - iii. the expected timeline of the backorder;
 - iv. the reason for the stock outage; and
- B. Immediate Delivery (Brands). At no cost to the Member, the Vendor will have another Vendor warehouse/distribution center or the Product supplier ship directly to the Member as "Next-Day Delivery." Additionally, the burden of the supplier fee(s) for expedite and drop-shipped items will be on the Vendor. The order will still have the applicable Discount(s) applied.
- C. Substitution (Generics). If no acceptable substitution can be offered at the same or lower Price, the Member may: (i) purchase the same or equivalent Product from the Vendor; (ii) a qualified Auxiliary Status MMCAP Infuse vendor; or (iii) purchase an alternative equivalent Product on the open market, including retail, for the period in which the Vendor is unable to provide the Products. For FTS that exceeds five (5) business days, the Vendor will reimburse for any excess costs (including shipping and third-party fees) over the Pricing of this Agreement sustained by Member via a credit within thirty (30) days of receipt of the claim.
- i. Submission. The Member will submit the following information to the Vendor for each Product reimbursement:
- a. Member Name and Address
 - b. DEA/HIN
 - c. Point of contact and contact information for reimbursement
 - d. Proof Product was unavailable from Vendor
 - e. Product description
 - f. Vendor Generic Price
 - g. Member's alternative product's purchase Price, quantity purchased, and date purchased.
 - h. Alternate product's NDC and manufacturer
 - i. Alternate purchase invoice
 - j. Amount due to Member.

ii. Vendor must pay claims directly to the Member within thirty (30) days of receipt of a claim. The Member has the right to charge, and Vendor agrees to pay, a late fee equal to the statutory maximum allowable percentage per month of the amount of any claim within thirty (30) days from receipt of the claim.

Manufacturer Backorders. If Product unavailability is due to a MMCAP Infuse Manufacturer, the Vendor is required to provide notification within its Ordering System. A weekly status update will be provided on the Vendor's website or Ordering System, or through a push e-mail. The status update will include at least the following information:

- A. Expected date of resolution, if there isn't a known date, this must be identified; Vendor should not use an arbitrary future date if one is not provided by the manufacturer.
- B. Reason for backorder
- C. If the shortage is due to a recall, allocation, or discontinuation
- D. Backorder Report. On the first business day of each week, the Vendor must deliver a report to MMCAP Infuse of all MMCAP Infuse Products on backorder due to the MMCAP Infuse Manufacturer. The report will be in Excel format, unlocked, and delivered to mmcap.infuse@state.mn.us. The report must be titled "[Vendor Name] Weekly Supplier Backorder Report MM-DD-YYYY."

PRICING: All prices and price changes will be available to all authorized participating facilities at any time via the contractor's online ordering system.

340B DRUG PRICING PROGRAM: AmerisourceBergen is an authorized distributor of the 340B Drug Pricing Program. Authorized participating facilities that are eligible and participating in the 340B Drug Pricing Program will maintain separate purchasing accounts for ordering 340B contract products.

AUTOMATIC SUBSTITUTION: Automatic substitution will only be permitted upon request by an authorized participating facility.

ROUTINE DELIVERY: Shipments to the State of Hawaii under this contract shall be FOB Destination, freight prepaid to the authorized participating facility's receiving dock or pharmacy, when the State's average delivery value equals or exceeds \$2,000 (total spend divided by the number of unique deliveries), for up to five (5) deliveries per week at no additional charge.

For shipments below the \$2,000 threshold, please contact [MMCAP Representative Kim Hankins](#) to confirm applicable freight charges.

DROP SHIPMENTS: Contractor will act as a conduit to expedite and simplify the ordering and payment of Drop Shipment Products. Unless otherwise approved by the authorized MMCAP Infuse Participating Facility, drop shipments directly from the product manufacturer for recurring orders are prohibited.

Contractor does not charge any additional delivery fees or surcharge for MMCAP Infuse Contract and Non-Contract Product Drop Shipments, but contractor will pass through any supplier imposed special handling fees.

Drop shipment products must be phoned into AmerisourceBergen customer service department. Orders for drop shipment products will be placed with the product manufacturer on the same day, subject to the manufacturer's ordering policy.

CUSTOMER SATISFACTION/COMPLAINT RESOLUTION: Contractor and authorized participating facilities will handle dispute resolution for unresolved issues using the following procedures. Parties shall promptly notify each other of any known dispute and work in good faith to resolve such disputes within five (5) business days. Absent resolution after five (5) business days, parties shall proceed to Documentation and Escalation.

Documentation. Both the authorized participating facility and contractor will jointly develop a short briefing document, within five (5) business days that describes the issue(s), relevant impact and position of both parties. The briefing document must be sent by the contractor to the MMCAP Office, the authorized participating facility, and the contractor's MMCAP Primary Account Representative.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either the authorized participating facility or contractor may escalate the resolution of the issue to a higher level of management. Where escalation of the issue proves ineffective, either party may contact the MMCAP Office and/or the contractor's MMCAP Representative for further resolution. When escalated to MMCAP, a teleconference will be scheduled with the MMCAP Office and the contractor's MMCAP Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The plan and timeline must be agreed to by all parties – the MMCAP Office, the authorized participating facility, and contractor. The contractor will have a reasonable amount of time to cure the issue, but in no event longer than thirty (30) days, except by express written agreement of the parties.

Damaged Products: All damaged Products will be reported to Vendor's customer service department within two (2) business days and applicable credits will be issued within three (3) business days from date of notification of the damaged Product.

Lost Products: All Products lost in transit from Vendor to Member will be reported to Vendor's customer service department within two (2) business days. Vendor will issue credit within three (3) days of notification of lost Product regardless of the type of Products contained in the order. Re-shipment of missing Product will occur immediately after notification. If the lost Products require an Emergency Order, the Member will work with Vendor's customer service department to request an Emergency Order, which will not count against the Member's annual Emergency Order allotment.

SPO PL Contract No. 25-24 & MMCAP Contract No. MMS2401057 shall be typed on purchase orders issued against this price list contract.

PAYMENTS: Payments are to be made to the contractor's remittance address. Authorized participating facility will be responsible for payment of goods and services. Purchase orders are the only acceptable form of payment. pCard payment will not be accepted.

Vendor will accept the following payment methods:

A. *Electronic Funds Transfer (EFT):* EFT payments are initiated by Vendor for the exact amount due. Payment will be automatically electronically transferred from the Member's bank account

into Vendor's bank account at 12:01 AM on the payment due date. An EFT application form is required.

- B. *Biller Direct*: Members can initiate payment via ABC Order by selecting the invoice(s) to be paid and verifying the bank account that will be used for payment. Biller Direct electronic payments will be scheduled for the next business day and will process at 12:01 AM on that day on the payment due date. A Biller Direct Application form is required.
- C. *Automated Clearing House (ACH)*: ACH payments are initiated by Members via their bank and electronically transferred from the Member's bank account into Vendor's bank account on a mutually agreed-upon date between the Member and Vendor. Remittance detail for payments must be sent separately to Vendor via email. An ACH form will be provided for Members interested in this payment modality option.
- D. *Wire Transfer*: Wire transfer payments are initiated by the Member upon approval of the transfer for the Member's bank and transferred directly to Vendor's bank account. Remittance detail for payments must be sent separately to Vendor via email. A form outlining complete wire instructions will be provided to Members that select this payment modality.

COMPLIANCE PURSUANT TO HRS §103-53: All state and county contracting officers or agents shall withhold final payment of a contract until the receipt of tax clearances from the director of taxation and the Internal Revenue Service. This section does not apply to contracts of less than \$25,000.

VENDOR AND PRODUCT EVALUATION: Form SPO-012, Evaluation: Vendor or Product, for the purpose of addressing concerns on this price list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE: The surcharge shall not exceed the following rates if seller elects to pass on the charges to its customers.

County	County Surcharge Tax Rate	State GET	Max Pass-On Tax Rate	Expiration of Surcharge Tax Rate
C&C of Honolulu	0.50%	4.0%	4.7120%	12/31/2030
Hawaii	0.50%	4.0%	4.7120%	12/31/2030
County of Maui (including Molokai & Lanai)	0.50%	4.0%	4.7120%	12/31/2030
Kauai	0.50%	4.0%	4.7120%	12/31/2030

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

PRICE LIST CONTRACT AVAILABLE ON THE INTERNET at the SPO website: <http://spo.hawaii.gov>. Click on *SPO Price List/Contractor List Contracts* on the home page.

The current price catalog and contract information for products are available via the online ordering system provided by the contractor at <https://abcorder.amerisourcebergen.com/>. Login and password are required to access the catalog prices. Contact AmerisourceBergen's representative to arrange for training and overview of the process, if needed.

Contract prices for products are updated automatically on the contractor's online system for all MMCAP contracted products.