

## **SWC# 531 Birth Control Devices** **Contract Information and Usage Instructions**

**Contract Period:** This is a cooperative statewide contract established through MMCAP Infuse (MMCAP). To date, the State has signed three (3) participating addendums with B Holding Group LLC, Global Protection Corp, and Lifestyles US Opco dba SXWELL USA, LLC for an initial start date of July 1, 2023. The contract's initial end date is June 30, 2025 but they may be extended for up to three (3) additional one (1) year periods.

### **Summary/Background Information:**

The MMCAP cooperative contract for Birth Control Devices was established to provide a reliable and competitively priced source for the purchase of condoms and related supplies. MMCAP Infuse is a free, voluntary group purchasing organization operated and managed by the State of Minnesota Department of Administration for government healthcare facilities. MMCAP Infuse membership is comprised of thousands of participating facilities in all 50 states and the District of Columbia. **This contract requires MMCAP Infuse membership. Only MMCAP Infuse Participating Facilities may purchase Products and Services under the terms of this Contract.** MMCAP Infuse customers will need an MMCAP User ID and password to access MMCAP's website. Contact the Contract Administrator (below) to verify MMCAP Infuse membership or to set up an account. Once MMCAP membership is obtained, contact vendor(s) to set up an account with them as well.

### **State Contact Information**

#### **Contract Administrator:**

DeRenne Raley  
Category Specialist  
Central Procurement Office  
(615) 251-5173  
DeRenne.Raley@tn.gov

**Vendor Contact Information:**

Company Name: **B Holding Group LLC**  
Contract: 78929  
Vendor Contact: Jason Panda  
Phone: (646) 397-0460  
Email: [jason@bholdinggroup.com](mailto:jason@bholdinggroup.com)

Company Name: **Global Protection Corp.**  
Contract: 78931  
Vendor Contact: Arthur Kaynor  
Phone: (781) 526-6924  
Email: [arthur@globalprotection.com](mailto:arthur@globalprotection.com)

Company Name: **Lifestyles US Opco dba SXWELL USA, LLC**  
Contract: 78933  
Vendor Contact: Liz Kramer  
Phone: (848) 229-3203  
Email: [elizabeth.kramer@lifestyles.com](mailto:elizabeth.kramer@lifestyles.com)

**Contract Detail and Usage Instructions:**

**Please follow instructions above in the Summary/Background Information section to create an MMCAP Infuse Account and gain an MMCAP ID in order to login to MMCAP Infuse website to view entire Master Agreement and all other contract documents.**

- Please note that these contracts are **direct with the manufacturers**. Some MMCAP Medical Supplies distributors also cover these manufacturers' products, but at a markup, so condoms and related supplies should be purchased through SWC# 531 Birth Control Devices rather than through SWC# 440 Medical Supplies.
- Please review **master agreements and price lists** MMCAP Infuse's member portal for more info. Alternatively, please contact the contract administrator for assistance.

- Shipment notes for **B Holding Group LLC and Lifestyles US Opco dba SXWELL USA, LLC:**
  - Freight: Delivery for Products under this Agreement shall be FOB Destination unless otherwise agreed to by Vendor and Member. Vendor will not add any fuel surcharges to the purchase under this Agreement. Notwithstanding the foregoing, emergency orders, rush orders, and products dropped shipped from Vendor's contracted supplier, are subject to an added shipping and handling charge determined by Vendor and disclosed to the Member in writing before a purchase is made.
  - Damaged Products: All damaged Products will be reported to Vendor's customer service department and applicable credits will be issued within ten (10) days from date of notification of the damaged item.
  - 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.
  - No Minimum Order Requirements: During the Agreement, there will be no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount.
  
- Shipment notes for **Global Protection Corp:**
  - Freight: Delivery for Products under this Agreement shall be FOB Destination unless otherwise agreed to by Vendor and Member, and with the following exceptions. Vendor will not add any fuel or other shipping surcharges; however, with written notice to the Member beforehand, the Vendor can assess freight charges under the following circumstances:
    - Shipping will be charged at the higher rate of (a) \$10.00 or (b) ten percent (10%) of the purchase price under these circumstances:
      - Orders below \$250 per destination.
      - The order does not contain at least 500 condoms or 1,000 lubricants.
      - Outreach, education, and promotional materials (as indicated by an asterisk in the item's description).
    - Shipments to addresses other than what is listed on the MMCAP Membership roster.
  - Damaged Products: All damaged Products must be reported to Vendor's customer service department within twenty-one (21) days of purchase to be eligible for a potential credit or re-shipment...
  - Lost Products: All lost Products must be reported to Vendor's customer service department within twenty-one (21) days of purchase to be eligible for a potential credit or re-shipment...

- No Minimum Order Requirements: During the Agreement, there will be no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount.

**State Government Agencies Requisition and Purchase Order Generation:**

For information on how to create a requisition and/or purchase order please reference the CPO Job Aids on the following page: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

**Billing and Payment Instructions:**

Follow your agency specific rules for billing and payments.