**Admin Minnesota Office of State Procurement**

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996

Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

**Contract Release: C-1155(5)**

**DATE:** January 8, 2025

IMPORTANT INFORMATION REGARDING CONTRACT ELIGIBILITY

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| Entities that purchase from MMCAP Infuse contracts must be members of MMCAP Infuse in order to access contract pricing. Membership is free and open to state agencies, counties, cities, school districts, federally recognized Indian tribes, and other entities recognized by Minnesota Statutes Section 16C.03. To join MMCAP Infuse or verify your MMCAP Infuse ID, please contact mmcap\_infuse.membership@state.mn.us. Members may access the contracts, attachments, and any contract updates on the MMCAP Infuse website <https://infuse-mn.gov/>. If you do not know your Username and Password, please contact mmcap.infuse@state.mn.us.If you have questions or are interested in discussing male and female condoms, please contact MMCAP Infuse’s Senior Account Executives: <https://infuse-mn.gov/products/product-ordering/index.jsp>  |

PRODUCT/SERVICE: MALE AND FEMALE CONDOMS AND RELATED PRODUCTS

CONTRACT PERIOD: **SEE INDIVIDUAL CONTRACTS BELOW**

EXTENSION OPTIONS: **SEE INDIVIDUAL CONTRACTS BELOW**

# MMCAP Infuse Contact: Tricia Nihart, Healthcare Products and Services Line of Business Coordinator

**PHONE:** 651.201.3105 **E-MAIL:** tricia.nihart@state.mn.us

**MMCAP Infuse Phone:** 651.201.2420 **E-mail**: mmcap.infuse@state.mn.us **WEBSITE:** <https://infuse-mn.gov/>

|  |  |  |
| --- | --- | --- |
| **CONTRACT VENDOR** | **CONTRACT NO.** | **TERMS** |
| B HOLDING GROUP LLC | MMS2200719 | July 1, 2023 – June 30, 2026*Extension Options 2 years* |
| GLOBAL PROTECTION CORP. | MMS2200720 | July 1, 2023 – June 30, 2026*Extension Options 2 years* |
| LIFESTYLES US OPCO (DBA SXWELL USA LLC) | MMS2200721 | July 1, 2023 – June 30, 2026*Extension Options 2 years* |

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**CONTRACT VENDOR.** **CONTRACT NO. PAYMENT TERMS DELIVERY**

**B HOLDING GROUP LLC MMS2200719** **NET 30** **FOB Destination**

1632 1st Ave., Suite 28766

New York, New York 10028

FIN# 45-0611207

**Vendor #** 0000961165 **Swift Contract # 228414**

**Category Code #** 42140000

**CUSTOMER SERVICE CONTACT**

**For MMCAP Infuse Members**

**To Order go to:** [**www.bhgshop.org**](http://www.bhgshop.org) **and use code MMCAP**

**Company website:** [**www.bholdinggroup.com**](http://www.bholdinggroup.com)

**Any Questions:**

**Jason Panda- Chief Executive Officer**

**Office Ph: 833-226-6366**

**Office Ph. 646-397-0460**

**Fax: 646-559-6043**

**E-Mails:** **info@bholdinggroup.com**

**jason@bholdinggroup.com**

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**CONTRACT VENDOR. CONTRACT NO. PAYMENT TERMS DELIVERY**

**GLOBAL PROTECTION CORP MMS2200720 NET 30 FOB DESTINATION**

12 Channel St **REVIEW CONTRACT**

Boston, MA 02210 **FREIGHT CHARGES MAY APPLY**

FIN # 04-3043077

 **Swift Contract # 228416**

**Vendor #** 0000220957

**Category Code#** 42140000

**CUSTOMER SERVICE CONTACT**

**MMCAP Infuse Members**

Emily Segan

Email: esegan@globalprotection.com

Phone: 617-946-2800

**David Gonzalez - Director**

**EMAIL:** dgonzalez@globalprotection.com

**PHONE**: (617) 946-2800 ext. 2300

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**CONTRACT VENDOR. CONTRACT NO. PAYMENT TERMS DELIVERY**

**LIFESTYLES DBA SXWELL USA, LLC MMS2200721 NET 30 FOB Destination**

8121 10th Ave North

Golden Valley, MN 55427

FIN # 82-2581247

 **Swift Contract # 228418**

**Vendor #** 0000988292

**Category Code #** 42140000

**CUSTOMER SERVICE CONTACT**

**MMCAP Infuse Members:**

**Orders: csus@lifestyles.com**

**Matt Goetz**

**Lifestyles Healthcare Pte.Ltd**

66 Hudson Blvd. East

New York, NY 10001

**PHONE**: 848-229-3204

**E-MAIL** matthew.goetz@lifestyles.com

**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below

[x]  MMCAP Infuse members (email mmcap\_infuse.membership@state.mn.us to join or verify your MMCAP Infuse ID)

STATE AGENCY CONTRACT USE.State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

Detailed instructions for ordering can be found below.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract, you can submit those directly to MMCAP Infuse at mmcap.infuse@state.mn.us.

SPECIAL TERMS AND CONDITIONS:

**SCOPE OF WORK.** The Contract Vendors will distribute condoms and related products at the price negotiated by MMCAP Infuse.

**PRODUCT PRICING.** Pricing and Products as set forth on Attachment A will be granted until the expiration dates.

Please contact the Contract Vendor for product ordering procedures. The Contract Vendor will provide products at the prices established. Prices changes will be posted on the MMCAP Infuse website as they occur.

**PRODUCT ORDERING.** The Contract Vendor will provide an ordering system/method to each MMCAP Infuse Participating Facility, which allows the option to quickly and accurately, order products within the current and future technological capabilities of that MMCAP Infuse Participation Facility. The Contract Vendor’s ordering systems will allow for the input of an individual purchase order number, assigned by the MMCAP facility, for each order submitted. The status of each order will be sent to each MMCAP Infuse Participating Facility on the day the order is placed. The line sequence of such status will match the line sequence of the MMCAP Infuse Participating Facility’s purchase order. **THE MMCAP Infuse WEBSITE IS NOT TO BE UTILIZED AS THE ORDERING PORTAL FOR MMCAP PARTICIPATING FACILITIES. FOR ALL ORDERS, MMCAP INFUSE PARTICIPATING FACILITIES MUST UTILIZE THE CONTRACT VENDOR’S PRODUCT ORDERINGSYSTEM.**

**MMCAP REPORTS.** Usage and other reports are available upon request by the MMCAP Participating Facility, and/or MMCAP Member State.

**CONTRACT CHANGES.** The Contract Vendor cannot make changes to the Contract with regard to price, manufacturers, or products, without written approval from the MMCAP Infuse Office. The Contract Vendor will enter MMCAP Infuse Contract changes (additions, deletions, price changes, etc.,) into the ordering system software of all distribution centers, upon receipt of the MMCAP Infuse documents listing the product changes.

**CUSTOMER SERVICE.** The Contract Vendor will closely monitor the start-up phase of the Contract and provide visits to each MMCAP Infuse Participating Facility as required. Training will be provided to the MMCAP Infuse Participating Facility personnel on the use of the Contract, ordering procedures, management report usage, and any other in-service education programs determined necessary by the MMCAP Infuse Participating Facility.

The Contract Vendor has assigned a contact person for the MMCAP Infuse Office staff, who will handle matters related to the Contract. The contact person is at the management/administrative level, and has the responsibility, experience, knowledge, and authority, to respond to questions and solve operational problems presented by the MMCAP Infuse Participating Facilities. The contact person will be readily accessible to MMCAP Participating Facilities via toll-free phone line, fax, or e-mail, during the business day. In addition, the Contract Vendor has knowledgeable customer service representatives, who can answer Contract related questions from individual MMCAP Participating Facilities.

The Contract Vendor has a customer service department at a toll-free number, available to all MMCAP Infuse Participating Facilities for stock checks, product, or general information requests.

**SERVICE LEVEL.** The Contract Vendor must maintain a Service Level as specified by each Contract. The Contract Vendor will supply service level information upon the request of the MMCAP Office, or MMCAP Participating Facilities.

**RETURN GOODS POLICY.** The Contract Vendor’s Return Goods Policies are set forth in the Contract and is available from the Vendor upon request of the new Contracts.

**REMOVAL OF PRODUCTS**. The Contract Vendor will not remove any MMCAP Infuse Product from its ordering system, without notifying the MMCAP Infuse Office in writing and receiving MMCAP Infuse approval in writing.

**PRODUCT SUBSTITUTION**. The Contract Vendor will not, in any way, cause, condone, or encourage the purchase substitution of an MMCAP Infuse Participating Facility ordered Product, without the approval of the ordering MMCAP Infuse Participating Facility.

**ADMINISTRATIVE FEE CREDIT**. The Contract Vendor will pay an administrative fee to MMCAP Infuse on all purchases (minus any credits) by MMCAP Infuse Participating Facilities.

**SERVICE FEE.** There are no service fees to MMCAP Infuse members/facilities.

**FREIGHT/SHIPPING TERMS.** All shipments are FOB Destination, Freight Prepaid and Allowed unless specified in the contracts.

# REVISIONS.

9/7/2023 B Holding address change.

2/12/2024 Updated contact information for Global Protection.

12/9/2024 Changed B Holding expiration date to 6/30/2026.

12/9/2024 Changed POC for SXWELL.

12/16/2024 Extended SXWELL’s expiration date to 6/30/2026.

12/23/2024 Extended Global Protection’s expiration date to 6/30/2026.

1/8/2025 Changed POC for SXWELL