Department of Veterans Affairs Federal Supply Service Authorized Federal Supply Schedule Price List **Effective Date: August 15, 2017** 

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On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!<sup>®</sup>, a menu-driven database system. The Internet address for GSA Advantage!<sup>®</sup> is: www.GSAAdvantage.gov

# Federal Supply Schedule (FSS) 65IIA Medical Equipment and Supplies FSC Group 65, Part II, Section A FSC Class: 6510

# **FSS CONTRACT HOLDER**

## Contract #: V797D-70219

Contract Period: 8/15/2017 through 8/14/2022

Gensco Laboratories, LLC dba Gensco Pharma 8550 NW 33rd Avenue, Suite 200 Miami, FL 33122

> Phone: 855 743-6726 (7GENSCO) Fax: 855 543-6726 (5GENSCO)

Contract Administrator: Lissa Ajmo | lajmo@genscopharma.com

#### www.genscopharma.com

Business Size: Small Business Tax Identification Number (TIN): 24-4666162

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# Appendices

Appendix A	Return Goods Policy
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## **Customer Information**

1a. Table of awarded special item number(s).

Refer to Pricing on page 6.

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

Refer to Pricing on page 6.

1c. Hourly rates.

Not Applicable.

#### 2. Maximum order.

\$100,000.00

3. Minimum order.

None.

#### 4. Geographic coverage (delivery area).

Destination 48 contiguous States, the District of Columbia, and point of exportation (POE) to Alaska, Hawaii, and Puerto Rico.

#### 5. Point(s) of production (city, county, and State or foreign country).

Miami, Florida (Dade County); USA.

#### 6. Discount from list prices or statement of net price.

Prices shown herein are Net discount deducted.

#### 7. Quantity discounts.

Additional 5% discount on a single invoice at/over \$2,000. Products may be combined to achieve discount. The additional discount is taken off net invoice total.

#### 8. Prompt payment terms.

2% 20, Net 30 days. Credit cards excluded.

# 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

Credit Card Acceptance up to, equal to, and above the micro-purchase threshold. No limitations.

# 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Credit Card Acceptance up to, equal to, and above the micro-purchase threshold. No limitations.

#### 10. Foreign items (list items by country of origin).

Not applicable.

#### 11a. Time of delivery.

2 - 4 business days after receipt of order (ARO).

#### 11b. Expedited Delivery.

All items in this pricelist are available for expedited delivery.

#### 11c. Overnight and 2-day delivery.

Overnight shipping is available for orders received before 12:00pm (ET). Customers are responsible for the difference between normal and expedited delivery costs. The schedule customer may contact Gensco Laboratories, LLC for rates for overnight and 2 day delivery.

#### 11d. Urgent Requirements.

Overnight shipping is available for orders received before 12:00pm (ET). Customers are responsible for the difference between normal and expedited delivery costs. The schedule customer may contact Gensco Laboratories, LLC for rates for overnight and 2 day delivery.

#### 12. F.O.B. point(s).

Destination 48 contiguous States, the District of Columbia, and point of exportation (POE) to Alaska, Hawaii, and Puerto Rico.

#### 13a. Ordering address(es).

8550 NW 33rd Street, Suite 200. Miami, FL 33122

#### 13b. Ordering procedures.

Purchase Orders may be submitted via EDI, Email or Fax.

- EDI: Please send your request for EDI set up to EDI@genscolabs.com.
- Email: PO@genscolabs.com
- Fax: (855) 543-6726

Astero<sup>®</sup> may also be ordered through your AS5001 Med-Surge Prime Vendor Program.

#### 14. Payment address(es).

8550 NW 33rd Street, Suite 200. Miami, FL 33122

#### 15. Warranty provision.

Gensco Laboratories warrants and implies that the items delivered hereunder are merchantable, fit for use for the particular purpose and will be free from defects in material and workmanship for a period of not less than one (1) year from the date of delivery for normal wear and tear.

The Contractor will not be liable to the Government in a breach of warranty action for consequential damages resulting from any defect or deficiencies in accepted items.

In the event that the terms of the contractor's standard commercial warranty/limitation of liability clause(s) place greater limits on the contractor's liability than do the terms contained in this clause, the terms of this clause will govern the contract.

Please refer to Appendix A for Gensco's Return Goods Policy.

#### 16. Export packing charges, if applicable.

Not applicable.

# 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

Credit Card Acceptance up to, equal to, and above the micro-purchase threshold. No limitations.

18. Terms and conditions of rental, maintenance, and repair (if applicable).

Not applicable.

#### 19. Terms and conditions of installation (if applicable).

Not applicable.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

Not applicable.

#### 20a. Terms and conditions for any other services (if applicable).

Not applicable.

21. List of service and distribution points (if applicable).

Not applicable.

22. List of participating dealers (if applicable).

Refer to Exhibit B.

23. Preventive maintenance (if applicable).

Not applicable.

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

Not applicable.

#### 24b. Section 508 compliance information.

Not applicable.

#### 25. Data Universal Number System (DUNS) number.

063116062

#### 26. Notification regarding registration in System for Award Management (SAM) database.

The registration for Gensco Laboratories LLC / 063116062 / 6NAD6 is active in the U.S. federal government's System for Award Management (SAM).

## Pricing

FSC Group 65, Part II, Section A Medical Equipment and Supplies

SIN	Product Number	Description	Unit Of Measure	FSS Net Price
A-4B	35781-2500-3	Astero® (Hydrogel + Lidocaine 4%); 30mL/120 doses; EACH	30mL	\$ 182.53

#### **Urgent Requirements**

Expedited and overnight shipping is available for orders received before 12:00pm (ET). Customers are responsible for the difference between normal and expedited delivery costs. The schedule customer may contact Gensco Laboratories, LLC for rates for overnight and 2 day delivery.

### Gensco Laboratories, LLC, dba Gensco Pharma Contract # V797D-70219

## Exhibit A Return Goods Policy

Gensco Laboratories, LLC values the business of all of our customers and is committed to providing our customers with excellent service in all phases of their relationship with us. To ensure returned goods are processed and credited in a timely manner, Gensco has contracted with IPD Services, as our exclusive processor to administer all product returns (expired, overstock. damaged, etc.). Gensco will not assume responsibility for charges incurred by customers using other return facilities/policies or wholesalers for processing and destruction costs.

Customer Service representatives at Gensco Laboratories are available to answer questions you may have on how to return expired product. They can be reached at 1-855-743-6726.

In order to return **current dated** (overstock, damaged, etc.) Gensco product(s) contact the Customer Service Supervisor at 855-743-6726. All returns must be accompanied by a <u>Gensco Return Goods</u> <u>Authorization Form</u>, guaranteeing that all products returned to Gensco Laboratories, LLC have been stored, handled and shipped in accordance with manufacturer guidelines, Federal, State and Local Laws, including the Prescription Drug Marketing Act, the requirements of F.S. 499.0.121 and the rules adopted there under while the purchaser's custody and control, and that the specific unit (exact unit) being returned was purchased from Gensco Laboratories, LLC. Any products not meeting all of the above requirements are not eligible for return or credit. Additionally, products that have been opened, used or partially used in any manner are not eligible for return. All products returned must be authorized in advance. Gensco Laboratories, LLC reserves the right to return or destroy products that are ineligible for credit or sent without prior authorization. The Gensco Return Authorization Form must include the Product Description, NDC, Invoice #, Invoice Date, Quantity, Lot #, Expiration Date, Reason for Return, and Customers Signature. The completed Gensco Return Authorization Form should be faxed to (855) 543-6726.

All returns must be accompanied by a Gensco Return Authorization Form, original invoice, purchase order/debit memo showing NDC, Quantity, Lot # and Expiration Date, and then forwarded to:

Gensco Laboratories, LLC c/o International Pharma Packaging & Distribution 1300 Altura Rd. Fort Mill, South Carolina 29708

#### Returnable Product

RGP applies to wholesalers and consolidated batch returns are accepted on behalf of the wholesalers **only with the original invoice and purchase order**.

• Original, unopened, seal-intact product within six (6) months preceding the expiration date (in dated) and up to twelve (12) months past the expiration date (outdated) are eligible for credit. Product expiration date is the last calendar day of the month.

- Partial returns will only be accepted, if required, in accordance with current state statutes of Florida.
- Customers in Mississippi, North Carolina and Georgia: outdated (within 6 months of labeled expiry date) and open or partial packages of prescription drug product in original packaging may be returned through for credit.
- Shipping error(s) or damaged product(s) must be reported within seventy-two (72) hours [3 business days] of receipt and product(s) must be received back to Gensco Laboratories within seven (7) days of invoice date.
- Prior authorization is required to return product(s). Credit will not be issued without prior notification and authorization of the return. Gensco shall have no responsibility or liability for product(s) returned without prior notification.

#### **Expired Stock**

Credit will be calculated and issued based on current contract or program pricing less a twenty-five percent (25%) processing fee.

#### **Shipping Errors**

Gensco must be notified of any shipping disputes within three (3) business days of receipt of product(s). Product(s) shipped in error by Gensco must be returned to Gensco within seven (7) business days of receipt of approval of return for shipment to receive one hundred percent (100%) credit. Contact Gensco Returns Department to arrange for the return of said product(s). Product(s) returned after seven (7) business days of shipment shall be considered excess stock (see section on Excess Stock below).

If the error involves controlled substance products: Gensco must be notified **within 72 hours** of receipt of the order, of any **overages or mistakes** in the controlled substance order.

#### **Customer Ordering Errors**

Gensco must be notified of any ordering error within three (3) business days of shipment. Product(s) ordered in error by customer must be returned within seven (7) business days of shipment to receive credit. Customer is responsible for a twenty percent (20%) of Invoice Price handling and restocking fee. Product(s) returned after thirty (30) business days of shipment date shall be considered excess stock (see section below on Excess Stock).

#### Non-Control Damages/Shortage

Gensco must be notified of any shipping disputes within three (3) business days of receipt. In an effort to minimize any delay in resolving damage or shortage claim, all orders will be deemed counted and inspected upon customer's acceptance of delivery from the carrier. Any exception must be noted on customer's copy of the carrier's packing list and freight bill or bill of lading. The carrier must countersign the packing list and freight bill of lading. The customer must forward the signed packing list and freight bill or bill of lading to the Customer Service Supervisor at the address provided above. **Product damaged at the customer's warehouse or store level is not returnable.** 

#### Transportation Charges

Unless expressly authorized in writing, freight charges for all returns because of normal business operations are the responsibility of the customer. COD shipments will be refused. Gensco Laboratories is not responsible for lost or damaged shipments of returned product(s); insuring and tracking shipments are the responsibility of the customer.

#### Non-Returnable Product

- Product(s) sold as short-date, close-out, special promotion, and/or sold as non-returnable.
- Professional samples.
- Product(s) provided free of charge as part of a promotional program.
- Product(s) not purchased directly from Gensco Laboratories or obtained other than through a source of normal distribution channels and/or purchased from a source other than an approved distributor of Gensco Laboratories.
- Product(s) distributed outside the US, Puerto Rico and all US territories.
- Product(s) purchased or otherwise obtained in violation of any Federal, State or Local law or regulation.
- Product(s) with broken seals, in open packages, or from which individual units have been removed from original manufactured condition.
- Product(s) with label defaced, covered, unreadable or removed.
- Product(s) with invalid lot number or expiration date, or are either missing, covered, removed or unreadable.
- Product(s) deteriorated or damaged due to conditions beyond the control of the manufacturer such as improper storage, heat, cold, water, smoke, etc.
- Product(s) destroyed or damaged from insurable causes.
- Product sold in repackaged products or product not in its original containers.
- Product purchased for the purpose of stockpiling for speculative means.
- Product(s) discontinued for more than one (1) year.
- Product(s) more than twelve (12) months past expiration date or product more than 6 months preceding expiration date.
- Product(s) not returned within seven (7) days of authorization.
- Unauthorized returns.
- Product shall be ineligible for return when the intent of the customer is to temporarily reduce inventory. Credit may be reduced or refused when inadequate inventory controls cause excessive product returns

Gensco sales representatives are not permitted to modify any of the above policies.

Gensco Laboratories officers reserve the right to make policy exceptions for extenuating circumstances and reserve the right to modify this policy without advance notice.

For inquiries regarding the credit policy, please contact our Customer Service Supervisor at 855-743-6726.

Thank you for your business.

### Gensco Laboratories, LLC, dba Gensco Pharma Contract # V797D-70219

# Exhibit B Authorized Distributors

#### AmerisourceBergen Corporation

1300 Morris Drive Chesterbrook, PA 19087 Contact: Elizabeth McMahon, Direct Brand Rx Tel: (610) 727-7113 Email: eMcMahon@amerisourcebergen.com

#### McKesson Health Systems

1 Post Street FL18 San Francisco, CA 94104 Contact: Cynthia Gaw, Project Manager Brand Rx Tel: (415) 983-7157 Email: cynthia.gaw@mckesson.com

#### ANDA

2915 Weston Road Weston, Florida 33331 Contact: Cathy Novaro Tel: (954) 217-2632 Email: Cathy.Novaro@andanet.com

### Cardinal Health

7000 Cardinal Place Dublin, Ohio 43017 Contact: Brandon Wilkins; Manager, Strategic Sourcing Tel: (614) 378-8937 Email: brandon.wilkins@cardinalhealth.com

#### AS5001 Med-Surge Prime Vendors

#### American Purchasing Services, LLC/ American Medical Depot

10315 USA Today Way Miramar, FL 33025 Contact: Akhil Agrawal Tel: (305) 364-0888 Contract: VA119-16-D-0004 DUNS# 062722038 Coverage: MA, ME, VT, NY, CT, NJ, PA, DE, NH, WV, MD, VA, RI, NC, FL, DC, Puerto Rico (Geographic Areas 1 through 5, 7, and 21)

#### Cardinal Health 200, LLC

3651 Birchwood Drive Waukegan, IL 60085 Contact: James Leonowitz Tel: (847) 785-4895 Contract: VA119-16-D-0005 DUNS# 961027315 Coverage: CO, UT, NM, AZ, CA, OR, ID, NV, WA, HI, AL, Guam (Geographic Areas 16 through 19)

#### Kreisers, LLC

3901 W. 34th Street, N. Sioux Falls, SD 57107 Contact: Doug Essen Tel: (605) 679-7454 or (605) 261-4707 Contract: VA119-16-D-0002 DUNS# 024375602 Coverage: KY, TN, OH, IN, IL, WI, MN, MI, MO, IA, KS, NE, ND, SD, MT, WY (Geographic Areas 8 through 13)

#### Medline Industries, Inc.

1 Medline Place Mundelein, IL 60060 Contact: John E. O'Daniel Tel: (847) 943-3147 Contract: VA119-16-D-0006 DUNS# 025460908 Coverage: AL, GA, SC, AR, LA, MI, OK, TX (Geographic Areas 6, 14, and 15)



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