

**AMENDMENT NO. ONE TO CONTRACT NO. 29889****29889**

RE: Renewal No. One of Contract No. 29889 (PA-00307) to Furnish and Deliver Paramedic Emergency Medical Supplies for the City of Long Beach (BPF07000009)

This Amendment to Contract No. 29889 is made and entered as of October 24, 2007 by and between the CITY OF LONG BEACH, a municipal corporation, and McKesson Medical Surgical Inc. (Contractor)

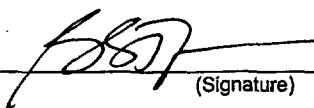
Contract No. 29889 is amended by mutual agreement of the parties and as indicated below by a check or other mark preceding the appropriate amendment:

- ☒ 1. The term is extended to January 12, 2009.
- ☒ 2. \$100,000.00 has been added to the 1<sup>st</sup> renewal term for a total ("not to exceed") amount of \$200,000.00
- ☐ 3. Prices during this period shall remain firm.
- ☐ 4. The price for certain items shall be increased as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference.
- ☐ 5. The price for certain items shall be decreased as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference.
- ☐ 6. The discount offered to the City is increased by \_\_\_\_ %.
- ☐ 7. The items or locations identified on Exhibit "B", which is attached hereto and incorporated herein by this reference, are hereby deleted from the Contract.
- ☐ 8. The locations identified on Exhibit "B", which is attached hereto and incorporated herein by this reference, are hereby added to the Contract.
- ☐ 9. Current permits, licenses, insurance and other required information are enclosed as Addendum No. 1.

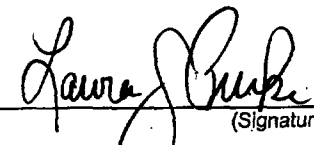
Except as expressly amended above, all terms and conditions in this Contract are ratified and confirmed and remain in full force and effect. Executed with all formalities required by law as of the date first stated above.

Attach Notary if Out-of-State Contractor

CONTRACTOR:

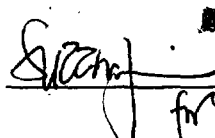
  
(Signature)  
\_\_\_\_\_  
Brian S. Tyler  
(Print / Type Name)

\_\_\_\_\_  
(President / Vice President / Secretary / Treasurer  
(circle one))

  
(Signature)  
\_\_\_\_\_  
Lawrence J. Burke  
(Print / Type Name)

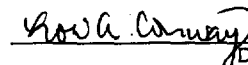
\_\_\_\_\_  
President / (Vice President) / Secretary / Treasurer  
(circle one)

THE CITY OF LONG BEACH:

By:  **ASSISTANT**  
\_\_\_\_\_  
for City Manager  
**RECEIVED BY THE CITY OF LONG BEACH TO SIGNATURE OF THE CITY CLERK.**

Approved as to form:

ROBERT E. SHANNON, City Attorney

By:   
\_\_\_\_\_  
Deputy

12/10/07

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

*Commonwealth of Virginia*

STATE OF CALIFORNIA

COUNTY OF Henrico

} SS

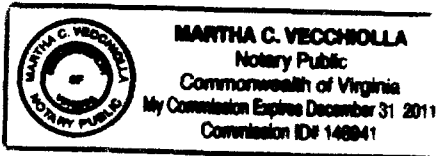
On 11-30-07 before me, Martha C. Vecchiolla

personally appeared Lawrence J. Burke

personally known to me

NAME(S) OF SIGNER(S)

- OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Martha C. Vecchiolla

SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

INDIVIDUAL

CORPORATE OFFICER

TITLE(S)

PARTNER(S)

LIMITED or GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER:

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

# **MCKESSON**

*Empowering Healthcare*

October 9, 2006

City of Long Beach  
City Manager  
Attn: City Clerk  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802

We are pleased to submit our response to Bid # PA-00307 for Emergency Medical Supplies due on October 11, 2006.

McKesson would like to clarify the following from the review of the contract—General and Special Conditions

- Page 7, Paragraph 3
  - McKesson Medical-Surgical (MMS) should have the right to demand payment for or return of any products sold and unpaid prior to termination of Contract.
- Page 7, Paragraph 6
  - MCKESSON MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. CUSTOMER AND EACH FACILITY SHALL LOOK TO THE VENDOR OF PRODUCTS AND THE PROVIDER OF SERVICES (IF OTHER THAN MCKESSON) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF MCKESSON HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT.

NEITHER CUSTOMER NOR A FACILITY SHALL HOLD MCKESSON LIABLE FOR ANY DEFECT IN PRODUCTS OR SERVICES, REGARDLESS OF KIND, UNLESS SUCH DEFECT RESULTS FROM THE WILLFUL DEFAULT OR GROSS NEGLIGENCE OF MCKESSON. CUSTOMER AND A FACILITY AGREE TO FILE SOLELY WITH THE VENDOR OF THE PRODUCTS OR PROVIDER OF SERVICES ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR DEATH ARISING OUT OF OR CAUSED BY THE USE, SALE, DISTRIBUTION, OR POSSESSION OF PRODUCTS OR SERVICES.

IN NO EVENT WILL MCKESSON BE LIABLE TO CUSTOMER OR A FACILITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS, AND WHETHER OR NOT MCKESSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR THE PROVISION OF SERVICES.

11/28/2007

- Page 7, Paragraph 8:
  - McKesson will like to note that notwithstanding the foregoing, City shall provide McKesson Medical-Surgical a minimum of ninety (90) days notice prior to terminating this Contract for any reason.
- Page 7, Paragraph 9:
  - McKesson will like to note that notwithstanding the foregoing, City shall provide McKesson Medical-Surgical a minimum of ninety (90) days notice prior to canceling this Contract for any reason.
- Page 7, Paragraph 10:
  - McKesson will like to note that products and services shall be deemed Accepted if City has not notified McKesson Medical-Surgical of a non-conformity within 24 hours after deliver of such product or service."
- Page 9, Paragraph 29.C.:
  - McKesson will like to note that notwithstanding the foregoing, Supplier shall be allowed to self-insure its coverage through the use of its captive insurer."
- Page 12, Paragraph (Maintenance of Adequate Stock):
  - MMS usually do not have control over the expiration date of products as we ship them out when we received them from the manufacturer. MMS will do it's best to adhere to the city's requirement if possible.