

November 18, 2021

**Via Online Bonfire Portal**

Region 14 Education Service Center  
1850 TX-351  
Abilene, TX 79601

**RE: Medical Supplies and Related Goods and Services, made available through National Cooperative Purchasing Alliance RFP #29-21**

Dear Purchasing Department:

McKesson Medical-Surgical Government Solutions LLC (“MMSGs”) is pleased to submit the following response to the Region 14 Education Service Center (the “Region”) for Medical Supplies and Related Goods and Services.

Please see the attached clarifications to the Region’s terms and conditions within each Tab response. If awarded, MMSGs requests notification be provided to [Government.Bids@McKesson.com](mailto:Government.Bids@McKesson.com). Award notice should be provided prior to the contract start date to allow for standard steps that may include account number setup, item number setup, and price load.

If I can answer any questions that you may have, please feel free to contact me directly. Thank you for this opportunity, and we look forward to doing business with you!

Sincerely,

*Michelle Fisher*

Proposal Specialist  
6651 Gate Parkway  
Jacksonville, FL 32256  
[Government.Bids@McKesson.com](mailto:Government.Bids@McKesson.com)

# Master Agreement General Terms and Conditions

---

- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- MMSGs MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY MMSGs INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE. REGION 14 ESC SHALL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICE FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF MMSGs HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS OR SERVICES NOT SET FORTH IN THE REGION 14 ESC CONTRACT.
- Subject to applicable law, MMSGs ("Seller" or "Vendor") will process returns in accordance with its Returned Goods Policy currently in effect, or as otherwise agreed to by Seller and Region 14 ESC.

◆ Indemnity

- MMSGs agrees that it shall indemnify and hold Region 14 ESC harmless from and against any and all losses, costs, damages, claims, suits and/or liabilities ("Losses") incurred by Region 14 ESC as a result of a third-party claim of bodily injury to the extent such Losses are solely caused by MMSGs's negligence or willful misconduct in the performance of MMSGs's obligations under the Contract with Region 14 ESC. This indemnity does not extend to any Losses arising out of, resulting from or related to the Region 14 ESC's negligence or willful misconduct.
- A party's right to indemnification is conditioned upon the indemnified party satisfying the

following requirements: (a) the indemnified party must promptly notify the indemnifying party of any claim for which indemnification will be sought; (b) the indemnified party must give the indemnifying party control of the defense against the claim (including the right to select counsel and settle or compromise such claim, but the indemnifying party must not agree to a consent decree or similar order binding the indemnified party or to any settlement that specifically apportions fault or liability to the indemnified party without the indemnified party's prior written consent); and (c) the indemnified party must reasonably cooperate with the indemnifying party's defense against the claim.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Throughout the term of this agreement, MMSGs agrees to, at their sole cost and expense, maintain the following types of insurance and limits with insurers maintaining a rating of at least A- VIII or better with A.M. Best Company.

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 annual aggregate
Business Automobile Insurance	\$1,000,000 combined single limit
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 each accident or disease

- Certificates of insurance shall be delivered to the NCPA prior to commencement of work. The insurance company shall be authorized in the applicable state in which work is being conducted. The awarded vendor shall use commercially reasonable efforts to provide the NCPA ten (10) days notice prior to any cancellation or reduction of limits required in this agreement. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests

shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty
- Except for the obligation to pay money, MMSGs will not be liable to the other party for any failure or delay in performance caused by fires, shortage of materials or transportation, epidemics, government acts, acts of God, acts of terrorism, or any other matters beyond the MMSGs's reasonable control, and such failure or delay will not constitute a material breach of this Agreement. Furthermore, MMSGs is not a manufacturer of items and therefore is not able to prevent industry-standard supply chain issues such as manufacturer backorders, discontinuations, or allocations due to high demand or short supply. Additionally, MMSGs will provide the products offered in our proposal unless MMSGs is contractually prohibited by the manufacturer to provide said products.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the

responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

---

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract

awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.



# Evaluation Criteria

---


- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  - Provide both On-premise solutions as well as Cloud based solutions.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

# Signature Form

---

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>McKesson Medical</u>
Address	<u>9954 Mayland Drive</u>
City/State/Zip	<u>Richmond , VA 23233</u>
Telephone No.	<u>3144593106</u>
Fax No.	<u>NA</u>
Email address	<u>Cathy.Dirnberger@McKesson.com</u>
Printed name	<u>Cathy Dirnberger</u>
Position with company	<u>VP GPO'S MMS</u>
Authorized signature	<u> 9B45B31B4659430...</u>

◆ **States Covered**

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Henrico, State of VA

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
 

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input checked="" type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
  - **Sales Reports / Accounts Payable**

Contact Person: Government Sales Administration

Title: Strategic Account Manager

Company: McKesson Medical-Surgical Government Solutions LLC.

Address: 9954 Mayland Drive, Suite 5176

City: Henrico State: VA Zip: 23233-1464

Phone: \_\_\_\_\_ Email: Government.Salesadmin@mckesson.com

▪ **Purchase Orders**

Contact Person: Government Customer Service  
Title: Customer Service  
Company: McKesson Medical-Surgical Government Solutions LLC.  
Address: 6651 Gate Parkway  
City: Jacksonville State: FL Zip: 32256  
Phone: 833-343-2700 Email: Government.CustomerService@McKesson.com

▪ **Sales and Marketing**

Contact Person: Amy Snow  
Title: Field VP Government GPO Sales  
Company: McKesson Medical-Surgical Government Solutions LLC.  
Address: 9954 Mayland Drive, Suite 5176  
City: Henrico State: VA Zip: 23233-1464  
Phone: 614-967-8988 Email: amy.snow@mckesson.com

◆ **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.  
 Yes       No

**Tab Four  
Vendor Profile**

Region 14 Education Service Center

Medical Supplies and Related Goods and Services, National Cooperative Purchasing Alliance RFP #29-21

**Company's official registered name.**

McKesson Medical-Surgical Government Solutions LLC (MMSGs)

**Brief history of your company, including the year it was established.**

McKesson Corporation ("McKesson") is a publicly traded, Fortune 7 corporation with annualized revenues in excess of \$238 billion. McKesson has become the largest multi-market distributor of pharmaceutical and medical-surgical products, while exceeding industry-leading standards of availability, accuracy and efficiency. Founded in 1833, McKesson provides comprehensive products, services and technology nationally, to all sites of care from retail pharmacies to physician offices, extended care facilities and surgery centers.

McKesson's vision is to help create a healthcare system where quality is higher, mistakes are fewer, and costs are lower. As the nation's leading healthcare services company, McKesson provides pharmaceuticals, medical-surgical supplies and technologies that make healthcare safer and more efficient, at the same time reducing costs.

As a wholly owned subsidiary of McKesson, MMSGs is the distributor of choice in health care supply management for the government market. With its nationwide logistics network, unparalleled information technology and the strong financial backing provided by its parent company, MMSGs is able to address the increasingly complex supply needs of customers.

**Company's Dun & Bradstreet (D&B) number.**

05-142-0107

**Company's organizational chart of those individuals that would be involved in the contract.**

Three key personnel that will be involved in the Region's contract include the following:

Cathy Dirnberger, Vice President, GPOs

Amy Snow, Field Vice President, Government

Hazel A. Gianatiempo, Manager, Government Strategic Accounts

---

In addition to the key personnel listed above, the Region will be supported by the following personnel/roles.

**Account Management.** The account executive will be the primary day-to-day contact for the Region and is supported by a team of MMSGs sales management, lab consultants, surgery center experts and Six Sigma logistics resources. This team will assist the Region in identifying opportunities for improved efficiencies and cost savings.

**Customer Service.** MMSGs’s knowledgeable customer service team provides practices with timely answers on an extensive list of topics. During an extensive training program, customer service representatives (“CSRs”) gain an understanding of medical terminology, become experts on MMSGs product and service offerings and familiarize themselves with the healthcare market. Our qualified CSRs work closely with the MMSGs account executives to respond to any needs our customers may have.

**Vice Presidents of Sales and Sales Managers.** This leadership team enhances the relationship by selling MMSGs's strategic programs and developing the MMSGs offering. These positions are the key contacts for issues related to the customer’s strategic initiatives.

**Corporate office location. List the number of sales and services offices for states being bid in solicitation. List the names of key contacts at each with title, address, phone and e-mail address.**

McKesson has 138 US offices, 87 cross dock locations, and 104 distribution centers across the United States. Addresses and phone numbers for Corporate Headquarters listed below.

McKesson Medical Surgical Government Solutions LLC  
9954 Mayland Drive, Suite 5176  
Henrico, VA 23233-1464  
Customer Service Phone #: 833-343-2700  
Customer Service email: [Government.CustomerService@McKesson.com](mailto:Government.CustomerService@McKesson.com)

**Define your standard terms of payment.**

MMSGs standard payment terms are net 30 days from the invoice date.

**Who is your competition in the marketplace?**

MMSGs's competitors include Medline, Henry Schein, Cardinal Health, Owens & Minor, and manufacturers that ship direct.

## What differentiates your company from competitors?

MMSGs understands the needs of government facilities because we support healthcare procurement at the local, state, and federal levels. We'll deliver the right products and resources so you can focus on what's most important – operating seamlessly and providing quality care. As a leading national distributor of medical-surgical supplies and equipment for government professionals in the United States, our product catalog includes everything government entities need, from medical-surgical products, laboratory supplies and equipment to pharmaceuticals and vaccines.

MMSGs is the distributor of choice in health care supply management because of its nationwide logistics network, unparalleled information technology and the strong financial backing provided by its parent company.

We are proud to serve public sector agencies, including: \*

- Department of Defense
- Department of Veterans Affairs
- Department of Health and Human Services
- State Departments of Health
- State Departments of Education, K-12 Schools and higher education institutions

Additional information can be found here: <https://mms.mckesson.com/content/customers-we-serve/government/>



---

*\*The above reference is not intended to imply agency approval or endorsement of McKesson or any of its affiliates.*

**Describe how your company will market this contract if awarded.**

Upon award, MMSGGS will schedule a marketing and sales administration kick-off meeting with NCPA and/or Region 14 ESC staff to identify existing marketing channels and develop a marketing project plan to ensure ESCs receive relevant industry content and general purchasing support. We'll seek to leverage the existing Region 14 network to identify right-fit opportunities to pursue through open bid processes and any available electronic product catalogs. Additionally, sales and marketing representatives will attend Region 14 ESC-relevant industry days and take advantage of any NCPA technical assistance programs.

Further, we'll seek to expand our market understanding and spread the word about our NCPA/Region 14 ESC product and service offerings through conferences, events, newsletters, and multimedia.

**Describe how you intend to introduce NCPA to your company.**

MMSGGS will leverage its dedicated, government-focused sales training team to socialize the NCPA opportunity internally. The sales training team will regularly work with NCPA/Region 14 ESC and internal MMSGGS stakeholders for all NCPA contract adoption, change management, and customer support initiatives.

**Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**

SupplyManager<sup>SM</sup>, our web-based ordering platform, is available to those who prefer an online ordering option. Customer Service is also available to assist with order placement or to assist with order status questions via our toll-free phone, fax number or email. Although a specific time frame is not guaranteed, orders received by Customer Service are processed in a timely fashion.

SupplyManager is available to view order status information. When using SupplyManager to place orders, the system will indicate if a product is in stock, on backorder, has limited quantities in stock or if the product is shipping from another distribution center. If a product is on backorder, the individual placing the order will be asked if they would like to order a recommended substitute (if McKesson has been made aware of a substitute) or leave the item on back order.

SupplyManager includes features, such as, creating custom order lists, determining product usage, tracking 12-month trends and the ability to access reports with a click of a button. SupplyManager supply ordering templates can be customized to your unique requirements to support formulary management, assist with utilization, and help control supply spend.

**Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)**

MMSGs’s knowledgeable customer service team provides customers with timely answers on an extensive list of topics. Our dedicated Government Customer Service team is available by phone, fax and email from 8:00 a.m. until 8:00 p.m., Monday through Friday (excluding holidays). The Region will be given a toll-free phone number which automatically routes the call to the next available individual within your dedicated team of customer service representatives. Customer service also has a toll-free fax number and email available if this is a preferred method of communication. Our team of government customer relations professionals are here to assist with an extensive list of topics. These include, but are not limited to:

- Help locate products
- Provide order status information
- Place orders
- Track orders
- Proof of Delivery requests
- Price quotes
- Returns and Credits
- Safety Data Sheets
- Product details such as manufacturer name, number, country of origin, etc.

Issues reported are promptly resolved by our customer service department according to standard operating procedures and metrics to quickly and efficiently resolve complaints, disputes and grievances. The customer service supervisors help manage workflow so that calls are answered, and issues are handled in a timely fashion. The customer service supervisors, as well as the director, are available and happy to assist if an issue requires escalation.

**Green Initiatives** As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Each day, our business operations and individual actions have a direct impact on the world we live in. Communities thrive in a healthier environment, which is why we’re committed to establishing new environmental best practices across McKesson businesses and increasing our efforts to use renewable energy sources. Several of our European locations are equipped with solar installations. In Belgium and Germany, for example, we produced around 760 kWh solar energy during FY20. Other countries follow this example: in Vienna, Austria, a new photovoltaic system was recently put into operation, which supplies parts of the local warehouse with its own electricity. In addition to solar installations, we have

---

also completely switched to green energy in Belgium and Ireland. With this, we take responsibility as a company and significantly lower our carbon footprint. McKesson recently made a significant step in its corporate sustainability objectives by entering into a contract to purchase local, physical renewable energy for most of the company's locations in Texas. The two-year agreement provides nearly 40 million kWh of energy primarily sourced from the Foard City Wind Farm in Foard County, Texas, along with the concurrent Renewable Energy Credits (RECs) from the site. It will power facilities in the Houston and Dallas areas, including our headquarters building in Irving, Texas, beginning in 2022.

CoverMyMeds, a McKesson business unit, is making sustainability a priority at its new Columbus, Ohio campus. At the new campus the use of efficient fixtures is just one way we plan to save nearly 600,000 gallons of water each year. The buildings will be powered with renewable sources — saving nearly 1,700 barrels of oil and preventing 395 metric tons of carbon dioxide from entering the atmosphere each year. This puts our campus on track to achieve LEED and WELL certifications. It's not just about utilities; wellness is equally important. For example, the paint, carpet and materials used throughout the campus are checked for toxins and air quality will be monitored routinely. McKesson is committed to responsible environmental practices as demonstrated by the examples provided above.

**Vendor Certifications** Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

MMSGGS can provide any required licenses, registrations and certifications upon contract award.

**Tab Five  
Products and Services**

Region 14 Education Service Center

Medical Supplies and Related Goods and Services, National Cooperative Purchasing Alliance RFP #29-21

**Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.**

**The following is a list of suggested (but not limited to) Medical Supplies and Related Goods and Services requirements. The successful respondent(s) will provide products and services that include, but are not limited to the following:**

**Anesthesia Supplies & Products****Apparel****Diagnostics****Emergency Medical Products****Vaccines****Furniture****Infection Control****Lab Supplies & Equipment****Medical Waste Disposal Supplies****Non-Acute Supplies****Patient Monitoring****Personal Hygiene****Physician Supplies****Post-Acute Care Supplies****Physician Supplies****PPE****Surgery Center Supplies & Equipment****Other**

MMSGs has attached our product catalog within Tab 7, Pricing, which includes the following product categories. MMSGs will work with the Region to add any new products to MMSGs' offering.

Advanced Wound Care/Skin Care

Diabetic Care

Diagnostic Disposables

DME, Physical Therapy &amp; ADL

General Wound Care

Gloves

---

Housekeeping, dietary  
Incontinence  
Infection Prevention/Sterilization  
Instruments and Surgical  
IV Products and Solutions  
Laboratory  
Medical Equipment (Diagnostic)  
Medical Equipment (N/Diagnostic)  
Needles/Syringes/Pressure Monitors  
Non-Product  
Nutritional's  
Office Supplies  
Orthopedics  
Ostomy Supplies  
Personal Care  
Pharmaceuticals/Commodities  
Respiratory & Suction  
Trays/Kits, Custom/Utensils  
Urological  
Wound Closure  
Woven/Non-Woven

---

**Tab Eight**  
**Value Added Products and Services**  
Region 14 Education Service Center

Medical Supplies and Related Goods and Services, National Cooperative Purchasing Alliance RFP #29-21

**Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.**

### **Quality Products**

MMSGGS is much more than just a distributor and takes the time to understand the unique needs of each customer. MMSGGS seeks out new and innovative products as they come on the market and helps identify which products are best for Region facilities. Offering value, quality and choice, MMSGGS takes the best possible care of its customers, so the customer can take the best possible care of its patients.

In addition, MMSGGS provides one-stop shopping with an impressive range of medical-surgical products and services. The Region will benefit from the convenience of ordering all of its products from one place, receiving one invoice and remitting one payment. Products include:

Medical-surgical products and equipment;

- Laboratory solutions;
- Pharmaceuticals and vaccines;
- Office products; and
- McKesson Brands products.

### **McKesson Brands**

For more than 150 years, service and innovation have been the hallmark of McKesson's success. Today, MMSGGS continues to build on that tradition with its branded product line, McKesson Brands. Each McKesson Brands product is manufactured to meet stringent quality standards and carries MMSGGS's 100% Satisfaction Guarantee. MMSGGS's strategic combination of quality and competitive pricing helps the Region to make better product selections.

### **Pharmaceutical Services**

MMSGGS carries pharmaceutical products to help you provide quality patient care, but our services are what set us apart. Our pharmaceutical services are designed to enhance your business and help you manage costs and drive efficiencies.

---

## **Drug Supply Chain Security Act**

MMSGGS follows the Drug Supply Chain Security Act (“DSCSA”) that went into effect on January 1, 2015. MMSGGS complies with the DSCSA law by tracking all required information and making it directly available to customers via our Web-based application, McKesson SupplyManager.

### **340B**

MMSGGS has access to all major alternate site GPO contracts, including 340B. A 340B program requires strong pharmacy leadership and implementation of several key operating procedures in order to realize the benefits of this important safety-net program.

### **Training**

In conjunction with the Supplier, MMSGGS provides a broad range of CEU opportunities, including sponsorship of OSHA seminars and product fairs.

In addition, MMSGGS account executives will provide onsite support for product and staff training and will work with Suppliers to provide staff and physician education.

Regarding MMSGGS’s technology applications, the Region can attend any one of the weekly Webcasts or MMSGGS will coordinate a Region site-specific Webcast. A regional technology consultant will be employed to help with additional training for MMSGGS’s applications. This individual will work with Region’s super-users and team leads to implement install and train them on MMSGGS’s management level web tools.

Examples include budget management tools such as McKesson Spend Manager<sup>SM</sup> and McKesson Budget Planner<sup>SM</sup>, order approval rules and OK to Pay electronic payment authorizations. On-site training at the Region facility is offered.

### **Flu Prevention**

MMSGGS is a leading distributor of flu vaccines, offering the widest portfolio in the market. MMSGGS has historically assisted the Region throughout the flu vaccine process – from ordering flu vaccines to supply updates and shipments.

The MMSGGS Account Executives work with the Region to facilitate preordering sufficient quantities of the various formulations for the Region clinics to vaccinate patients and staff as needed during the upcoming flu season.

---

During flu season, preordered flu vaccine quantities are reserved at local distribution center(s) and can be delivered via customized shipment schedules, if specified. This also allows Region facilities to save on storage space.

The MMSGs Account Executives are available to provide guidance, educational resources and products to help you prepare for the flu season and manage an increased demand for services.

### **UPrevent**

MMSGs's UPrevent is a new web resource portal designed to help healthcare providers understand and adhere to infection prevention guidelines. Healthcare-Associated Infections ("HAIs") are an important health problem according to the United States Centers for Disease Control and Prevention ("CDC"), with more than 98,000 people dying from HAIs each year. The goal for the UPrevent portal is to create the healthcare industry's most comprehensive source for infection prevention information and provides the following at no charge:

- Links to more than 300 resources from more than 25 leading organizations;
- Follows seven content categories for easy navigation; and
- Links directly McKesson SupplyManager.

### **MedTrainer**

MedTrainer is a healthcare-specific, cloud-based platform that provides cost-efficient training, digitized tools for compliance to providers of all types and sizes to augment their revenue cycle management program. MedTrainer's capabilities and experience streamlines and simplifies the learning, compliance challenges and confusion. MedTrainer's program assists providers in gaining operational efficiencies and reducing costs.

### **Technology to Improve Facility Performance**

A leader in healthcare technology solutions, MMSGs provides the user-friendly tools outlined below to help the Region streamline processes as well as manage products more efficiently.

### **McKesson SupplyManager – Online Ordering and Reporting**

McKesson SupplyManager is MMSGs's Web-based application that will help the Region to access and manage product ordering and reporting information. This single, integrated Internet portal, which can be accessed at [www.mckesson.com](http://www.mckesson.com), provides hospitals, health systems, physicians, long-term care, home care, surgery centers and retail pharmacies the ability to select, order and track products. Utilization of this application creates a one-stop shop for the Region to purchase products.



---

**McKesson Spend Manager and McKesson Budget Planner.** McKesson Spend Manager and McKesson Budget Planner, the latest enhancements to McKesson SupplyManager, can help the Region monitor and manage spend activity, providing detailed budget information in just a couple of clicks.

Specifically, McKesson Spend Manager users can:

- Sort an analysis by ship-to, major category, minor category or entire spend;
- View specific items purchased in a variety of ways, including a Top 10 listing or purchases by location;
- Access information 24/7 once GL codes are set up by location;
- Manage reports for future reference, i.e., build a budget history for the year-end recap or for future budget planning;
- Save, print or export in-depth budget reports;
- Use report to find product alternatives; and
- Access 13 months of a customer's purchasing data.

McKesson Budget Planner helps the customer to:

- Assign pre-set budget dollar amounts by ship-to, major category and minor category;
- Track GL code and/or locations for monthly budget amounts, rolling up yearly budget compliance data, if necessary;
- Receive e-mail notification alerts to track actual spending to plan within McKesson Spend Manager module;
- Adjust budget amounts over time;
- Set budget to fiscal year;
- Watch overall spend or focus on specific areas or challenges; and
- Save, print or export a wide variety of reports.

**Product Ordering Control.** The following areas of McKesson SupplyManager application also can help a customer to:

- Build purchasing lists of its preferred and most frequently ordered items, critical to formulary management;
- Designate one person as the supply manager for a customer. McKesson SupplyManager determines the products approved for ordering and authorizes who can place orders. An authorized user can only order from the approved product lists, but can still browse all items;
- Set approval rules to help control spending based on dollar limits or by user;
- Implement a reorder suggestion area, which will help find items that may have been forgotten or are low in stock; and
- Build a standing or scheduled order for delivery on a regular basis.

**OK to Pay Service<sup>SM</sup>.** The OK to Pay service within McKesson SupplyManager allows the Region to:

- Review invoices and mark as OK to Pay;
- Check invoice status;
- Run reports regarding open and closed invoices;
- Allow acceptance and approval of invoices once products are received;
- Set permissions and control who has authority to approve invoices; and
- Export to Excel or import to Region’s accounts receivable program.

**Reporting.** In addition, McKesson SupplyManager can assist the Region with the following:

- Usage reporting;
- Conversion and substitution opportunities;
- Contract utilization;
- Order and backorder status;
- Visibility to outstanding and paid invoices;
- Visibility to credits and returns;
- Visibility to packing slips;
- Tracking UPS shipments and signatures, if applicable;
- Pulling SDSs; and
- GL coding on invoices.

Along with the standard reporting provided by McKesson SupplyManager, MMSGs also has internal reporting which can be completed as needed and can assist the Region with the following:

- Compliance tracking;
- Lost opportunity reporting;
- Usage reporting;
- Conversion opportunity analysis; and
- Product category analysis.

These technologies can influence behaviors at the practice level and reduce costs, while increasing efficiencies.

**McKesson ScanManager<sup>SM</sup>.** McKesson ScanManager is an inventory management system that puts the power to control costs in Region’s hands. This bar-code technology helps users to assemble orders and compile supply management information. Orders originate in the storeroom, where users scan bar codes to compile orders to be sent over the Internet. Region can check orders online to determine product availability and shipping status. Creating orders at the source helps organize both storeroom and ordering processes, reducing costs by reducing inventory fluctuations that cause overstocks, understocks and aging inventory. Management reports generated by the McKesson ScanManager

---

system help Region analyze purchasing trends and compile budget and forecasting information. This application may be subject to fees associated with installation and hardware.

### **Other Technologies – Electronic Interface**

MMSGs has been active in EDI and cXML development and implementation for many years. In support of this, MMSGs has an extensive array of electronic systems. These include a comprehensive electronic order entry (“EOE”) system, support of electronic funds transfer (“EFT”) and implementation of EDI ASC X12 transaction sets. Punchout technology is available for electronic data interchange (“EDI”) and cXML utilization.

### **Catering to Customers**

With a consultative approach, MMSGs is committed to helping Region enhance efficiency through the services outlined below.

### **Flexible Delivery Schedules**

MMSGs is strategically located to provide optimal service to Region and offers fast, reliable solutions to include next-day delivery, up to five days per week, in the most logical unit of measure. MMSGs’s delivery system makes use of company-operated vehicles, national/regional carrier agreements and overnight express shipments to provide a totally responsive delivery capability. MMSGs’s regular delivery schedules help customers to requisition and receive products when needed, so a customer can stay within its supply budget while keeping vital products in stock.

### **Business Reviews**

MMSGs is committed to achieving better alignment with each goal of Region and believes in complete transparency to the business. Conducted by the account executive, the Business Review focuses on:

- Developing closure on past objectives;
- Developing realistic, achievable and measurable goals for the future;
- Establishing an action plan and ownership to achieve these goals;
- Disclosing specific performance measurements such as average order size, frequency of orders, fill rates and days sales outstanding;
- Creating opportunities to help enhance patient care;
- Identification of additional savings opportunities and purchasing process enhancements; and
- Introducing new products or services.

---

Through the Business Review, MMSGGS seeks a clear understanding of the customer's issues and priority levels. A follow-up plan is established to help the customer achieve the objectives set during the Business Review. The desired outcome is for MMSGGS to have a clear understanding of the direction of the customer so that it can assist the customer in achieving the stated goals.

### **McKesson Business Analytics<sup>SM</sup> (“MBA”)**

MBA is an interactive platform for advanced analytics that can provide Region insight, quickly and easily. From category spend to fill rates and order efficiency, MBA will provide Region with the information needed to inform supply chain decisions and help focus on the right savings initiatives.

By utilizing MBA, MMSGGS can create a customized plan to help Region:

- Identify opportunities to improve efficiencies and increase cost savings
- Align business strategies for measurable results;
- Financial analyses to help determine contract compliance, identify variations and control costs; and
- Operational performance metrics to assess each location individually, as sub-groups or across the entire system.

For more information, please visit the following video link for an introduction to this tool.

<https://mms.mckesson.com/content/services-tools/business-performance/mckesson-business-analytics/>

### **Conversion Opportunity Manager**

MMSGGS continuously identifies opportunities to provide its customers savings and value as part of its new tool - Conversion Opportunity Manager<sup>SM</sup>. MMSGGS recently developed a new tool within McKesson SupplyManager to direct customers to an alternative list of items for a chosen product, Conversion Opportunity Manager. Region facilities can click the dollar symbol (\$) next to featured items on the McKesson SupplyManager screen when placing an order, which will help Region find savings opportunities or provide better value – without sacrificing quality.

### **Cost Saving Initiatives**

MMSGGS understands there are cost reduction opportunities for both Region and MMSGGS associated with standardization and utilization. MMSGGS can work to drive standardization and the formulary process in order to help Region realize efficiencies and cost savings. MMSGGS is also willing to participate in standardization committees as required by Region.

---

MMSGGS is committed to helping its customers reduce costs and manage spend, providing the right solutions at the most competitive prices. MMSGGS is experienced at capturing savings opportunities through the following services:

- Extensive McKesson Brands portfolio
- Assisting in the negotiation of individual Supplier contracts;
- Analysis of purchase history and trends for additional efficiencies;
- Conversion Opportunity Manager (“COM”) reports available online and through account executives;
- Standardizing products;
- Developing electronic formulary management;
- Improving the ordering process through McKesson SupplyManager; and
- Providing more than 6,000 “A” Rated generics.

**In addition to the above value add, please see MMSGGS response below to questions set forth in the Introduction/Scope portion of the bid package.**

**Distributors shall have reach throughout the US and the US Territories. Distributor to describe how products and services will be distributed nationwide.**

With a nationwide network of distribution centers strategically located to provide optimal service to customers in the continental United States, MMSGGS offers fast, reliable delivery solutions up to five days per week, Monday through Friday, in low unit of measure for standard Products. MMSGGS’s delivery system makes use of company-operated vehicles, common carrier agreements and overnight express shipments to provide a totally responsive delivery capability. This schedule means customers are able to requisition and receive Products when they need them, staying within their supply budget while keeping vital products in stock.

**Distributor should offer and promote nationally recognized brands. Please detail how private label, or off brands are positioned and promoted.**

McKesson does offer private label products. We offer and market our private label items as our own brand and the level of promotion will vary by product category. Our private label products are marketed to our sales teams, through our online sales portals, directly to customers, and through other various marketing efforts.

**Distributors shall provide services that allow customers to place orders, get pricing, view order and delivery status and provide reporting, all online.**

SupplyManager<sup>SM</sup>, our web-based ordering platform, is available to those who prefer an online ordering option. SupplyManager allows you to place bulk or patient-specific orders to be shipped directly to any customer location or a patient's home.

SupplyManager<sup>SM</sup> provides real-time information on the availability of products, as well as, order status information. SupplyManager includes features, such as, creating custom order lists, determining product usage, tracking 12-month trends and the ability to access reports with a click of a button.

Many reports are available through SupplyManager<sup>SM</sup>; this allows the location to also customize the report to fit their unique needs. The reports are accessed using the Reports Tab and many can be exported to Microsoft<sup>®</sup> Excel.

Some examples are:

- Material Usage: 24 months of usage by manufacturer and item, with quantity shipped by account, ship to, and total sales.
- Item History 12 Month Trend: View Item History total dollars by ship to and item number.
- Invoice Order: Invoice Order report by customer including purchase order, invoice#, order#, ship to#, order totals, tracking number and shipper information.
- Drill to Invoice: Logical drill-down to invoice line detail during selected month and year (of last 24 months).
- View Invoice: View a specific invoice by purchase order number or invoice number.
- Invoice Line Detail: View invoice line detail during selected time period in last 24 months, with options to customize and save your own report.
- Purchase Order Detail: View purchase order detail during selected time period in last 24 months.
- Invoice Tracking: Shipment tracking report by patient including invoice number, tracking number, shipper information, and order totals.
- Account Balances: Account balances, aging, date of last sale, date of last payment, and last payment amount with access to open invoices and credits not taken. Access current and past statements, view, print and email.
- View Packing Slip: View packing slip by invoice, purchase order, or order number.
- SDS Reporting: Review items and download SDS sheets based on purchase history.

---

**Distributor to describe how you will educate your sales teams (inside and outside) about the contract.**

MMSGGS has a dedicated, government-focused sales training team focused on contract adoption, change management, and customer support initiatives. The government sales training team conducts monthly trainings to keep sales teams abreast of industry trends, product promotions, and contract onboarding and SOW requirements. Within 30 days of award, the government sales training team will conduct an NCPA onboarding training session to review contract obligations, identify opportunities, and compile any questions related to the Master Agreement for Medical Supplies.

MMSGGS values strong partnerships. As such, we'd invite NCPA/Region 14 ESC representatives to meet (via Teams, Zoom, or WebEx) regularly with the MMSGGS team to foster a productive relationship, support a continued sales dialogue, and coalesce around Region 14 ESC customer needs.

**Distributor should outline historic key metrics like:****Fill Rate and service level metrics****Out of Stock metrics**

MMSGGS works to meet its historical Fill Rate of ninety-eight percent (98%). Prior to the pandemic the fill rates consistently hit 98-99% which is considered excellent. Since the pandemic started 95% is an acceptable rate (even though MMSGGS works to hit 98%).

McKesson Medical-Surgical defines Fill Rate as the ratio of: (i) the total line items of products shipped at 100% on time to meet the agreed upon delivery date, divided by (ii) the total line items of products ordered.

- Products that: (i) are new to the market or new to McKesson Medical-Surgical; or (ii) have not been previously ordered by a Region Facility shall require a forty-five (45) day start-up period.
- McKesson Medical-Surgical shall have at least a six (6) week start-up period for bid transition.
- The Fill Rate Commitment calculation shall not include: (i) backorder on a Region Facility's purchases that exceed the maximum monthly order quantities established by each Region Facility, (ii) orders not placed via McKesson SupplyManager<sup>SM</sup> or other EOE system or e-commerce system accepted by McKesson Medical-Surgical; (iii) backorders due to or caused by the unavailability of Products from the Supplier not due to the fault of McKesson Medical-Surgical; or (iv) delays by common carriers.
- McKesson Medical-Surgical may provide: (i) any substitute item authorized by a Region Facility for any Menu item that is not available for delivery when ordered; or (ii) any other substitute authorized by a Region Facility prior to delivery.

Currently the fill rate measurements are not available to view online, but customers can request custom fill rate reporting to be provided via email.

**Required Documents**

Clean Air and Water Act / Debarment Notice

Contractors Requirements

Antitrust Certification Statements

Required Clauses for Federal Funds Certifications

Required Clauses for Federal Assistance by FTA \*

State Notice Addendum

**Required Clauses for Federal Assistance by FTA**

Purchasing Agencies would be required to provide MMSGs notice if using FTA funds prior to placing any order under the agreement.



## **Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>McKesson Medical-Surgical Government Solutions LLC.</u>
Print Name	<u>Kameron Jewett, Senior Contracts Compliance Manager</u>
Address	<u>9954 Mayland Drive, Suite 5176</u>
City, State, Zip	<u>Henrico, VA, 23233-1464</u>
Authorized signature	<u></u>
Date	<u>11/18/2021</u>

## Contractor Requirements

### **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

#### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

#### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

11/18/2021

**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name McKesson Medical-Surgical Government Solutions LLC.  
Address 9954 Mayland Drive, Suite 5176  
City/State/Zip Henrico, VA, 23233-1464  
Telephone No. 833-343-2700  
Fax No. 800-944-6667  
Email address Government.Bids@McKesson.com  
Printed name Kameren Jewett  
Position with company Senior Contracts Compliance Manager  
Authorized signature 

## **Required Clauses for Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

**CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).



- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>