



**Competitive Solicitation by**

**Region 14 Education Service Center**

**For**

**Digital Healthcare Guidance – Diabetes On behalf of itself and  
other Government Agencies And made available through the**

**National Cooperative Purchasing Alliance**

**RFP # 20-22**



# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ 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

- Proposal should address the following warranty information:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- Products
  - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
  - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

◆ Permits

- Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ 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

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. 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 and regulation 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

#### ◆ 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.

#### ◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. In cases due to nonperformance of a party (i.e., for good cause), 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. In cases of cancellation for convenience, the cancellation will take 120 days after the other party receives notice of cancellation - in all but the most extreme situations - to allow for effective discharge of patients and in accordance with AMA guidelines and other regulations.

#### ◆ 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. Region14 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

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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 \$30 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. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

◆ 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

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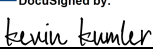
- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide 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.
- ◆ References and Experience (20 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
- ◆ Value Added Products/Services Description, (8 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
- ◆ Technology for Supporting the Program (7 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

# Signature Form

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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	Virta Health Corp.
Address	501 Folsom St
City/State/Zip	San Francisco, CA 94105
Telephone No.	1-844-VIRTA-16
Fax No.	
Email address	kevin.kumler@virtahealth.com
Printed name	Kevin Kumler
Position with company	President, US
Authorized signature	<div><div>DocuSigned by:</div><div></div><div>DE304DA02B5648B...</div></div>

## Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Virta Health (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 09-17, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Digital Healthcare Guidance – Diabetes

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

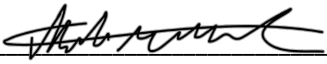
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273  
Houston, TX 77270

Signature: 

Date: April 19, 2022

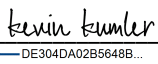
**Vendor:**

Virta Health Corp.

Name: Kevin Kumler

Title: President, US

Address: 501 Folsom St  
San Francisco, CA 94105

Signature: 

Date: 5/24/2022

DocuSigned by:

Kevin Kumler

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## Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

### States Covered

**Bidders 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 states)**

Virta is a fully virtual diabetes clinic. Our providers are licensed and able to deliver care in all 50 states.

**All US Territories and Outlying Areas including American Samoa, Northern Mariana Islands, Federated States of Micronesia, Puerto Rico, Guam U.S., Virgin Islands, Midway Islands**

Virta Health is not currently licensed in any of these territories.

### 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 - N/A
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB - N/A

We are not a Minority / Women Business Enterprise or Historically Underutilized Business.

### Residency

Responding Company's principal place of business is in the city of **San Francisco**, State of **California**



Virta Health is a virtual clinic. However, our State of incorporation is Delaware and our headquarters are in San Francisco, California.

## Felony Conviction Notice

Please Check Applicable Box:

- ☐ A publicly 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:

Other: \_\_Medical Provider\_\_

## Processing Information

Provide company contact information for the following:

### Sales Reports / Accounts Payable

**Contact Person:** Kendrick Mila

**Title:** Revenue Cycle Manager

**Company:** Virta Health

**Address:** 501 Folsom St FL 1.

**City:** San Francisco

**State:** CA

**Zip:** 94105

**Phone:** 415-994-1091

**Email:** kendrick.mila@virtahealth.com

### Purchase Orders



**Contact Person:** Ryan Andrews

**Title:** Head of Public Sector Sales

**Company:** Virta Health

**Address:** 501 Folsom St FL 1.

**City:** San Francisco

**State:** CA

**Zip:** 94105

**Phone:** 401-644-8157

**Email:** ryan.andrews@virtahealth.com

### **Sales and Marketing**

**Contact Person:** Ryan Andrews

**Title:** Head of Public Sector Sales

**Company:** Virta Health

**Address:** 501 Folsom St FL 1.

**City:** San Francisco

**State:** CA

**Zip:** 94105

**Phone:** 401-644-8157

**Email:** ryan.andrews@virtahealth.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 proportional to Contract Pricing.

- If the answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes



Virta charges for engaged participants only - PEPPM. Per Engaged Participant Per Month. Aside from a simple, flat rate annual platform fee of \$20k to \$50K, Virta only charges a single, bundled flat rate monthly for engaged enrolled patients, as they enroll over the course of time. We audit the engagement of enrolled patients each month as we must discharge patients who are not engaged in accordance with American Medical Association guidelines since Virta is a medical provider.

Clients only pay if it works. Virta places 100% of its year one Diabetes Reversal, Prediabetes Reversal and Obesity Reversal fees at risk based on lofty outcomes. Fees below per treatment.

## Product Suite + Pricing & PGs

**Diabetes Reversal**

Safely deprescribe diabetes medications and return blood sugar to subdiabetic levels

**\$234 PPPM**

100% of PPPM fees at risk for A1c reduction, Rx cost reduction, & weight loss in 1st year of contract

*Optional Add-ons:*

**Diabetes Management**

Monitor blood sugar and provide app-based educational content.

**\$79 PPPM**

**Prediabetes Reversal**

Return blood sugar to sub-prediabetic levels and deliver clinically significant weight loss

**\$99 PPPM**

100% of PPPM fees at risk for weight loss for obese population in 1st year of contract

**Obesity Reversal**

Deliver clinically significant weight loss for patients struggling with obesity

**\$99 PPPM**

100% of PPPM fees at risk for weight loss in 1st year of contract

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Complete Diabetes Suite

Complete Metabolic Health Suite

Note: All PGs require minimum of 50 attributed members (enrolled for 3 months)

## Virta delivers hard savings in-year, and guarantees results

**\$425<sub>PPPM</sub>**

Claims-validated savings

More than 5x typical diabetes management solutions <sup>1</sup>

**\$1M**

Annual Estimated Savings Per 10,000 Covered Lives

Assumes 10% diabetes prevalence and Virta recommended marketing tactics <sup>2</sup>

**100%**

Fees at risk (Year 1 PPPM fees)

Connected to clinical and financial outcome metrics that are unmatched in market

1. Virta Health, Analysis of Type 2 Diabetes Reversal Total Savings, Sept 2021. Virta assumes 70% reversal rate and \$5,300 annual savings per patient per year.



- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

No

## Tab 4 – Vendor Profile

Please provide the following information about your company:

**Company’s official registered name.**

The services contract will be with Virta Medical PC (PC), a physician group practice. PC has a services contract with Virta Health Corp (Corp), under which Corp provides administrative support services to help the PC provide telemedicine care.

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

Virta Health is a privately-held organization with over \$300 million in VC Funding and a \$2 billion valuation. Our landmark clinical trial (now in its 6th year) was established in the summer of 2015, and the trial marked the beginning of the delivery of our treatment to reverse type 2 diabetes. Enrollment of commercial patients began in 2016 and Virta has experienced strong growth since then, with over 2.5x growth in 2020 alone. The health and economic outcomes we are delivering have helped us garner the support of several of the most prominent and respected leaders in the healthcare industry.

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

Our D&B number for Virta Health Corporation is 046009745 and for Virta Medical PC is 080505165.

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

Please see the attached documents: “Virta Org Chart - Functional Team Members” and “Virta Org Chart - Leadership and Board”.

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.

**San Francisco, CA:**



Virta Health

501 Folsom St FL 1.

San Francisco, CA 94105

Cheryl Derricotte - Senior Manager, Operations & Places

[cheryl.derricotte@virtahealth.com](mailto:cheryl.derricotte@virtahealth.com), 415-971-6727

**Denver, CO:**

Virta Health

633 17th Street, Suite 2600

Denver, CO 80202

Cheryl Derricotte - Senior Manager, Operations & Places

[cheryl.derricotte@virtahealth.com](mailto:cheryl.derricotte@virtahealth.com), 415-971-6727

**Remote:**

Virta Health

Ryan Andrews- Head of Public Sector Sales

4319 N Country Club Lane

Long Beach CA 90807

401-644-8157 [ryan.andrews@virtahealth.com](mailto:ryan.andrews@virtahealth.com)

**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.**

Virta Health

Ryan Andrews- Head of Public Sector Sales

4319 N Country Club Lane

Long Beach CA 90807

401-644-8157 [ryan.andrews@virtahealth.com](mailto:ryan.andrews@virtahealth.com)

**Define your standard terms of payment.**

At the Customer's discretion and direction, Virta will either invoice the Customer directly on an aggregate or Member level basis, or file claims with the Customer's Health Plan Administrator (the "Claims Administrator") directly. In either case, payment is due within 30 days of Virta submitting an

invoice or filing a claim. A claim/invoice for each Member will be generated for each month they are a Member. The initial claim/invoice for treatment will be generated when a Covered Person is accepted for treatment in the Virta Services (the “Initial Invoice”). This will be their start date for the Virta treatment (the “Start Date”). All subsequent claims/invoices will be generated for reimbursement on a monthly recurring cycle on the monthly anniversary of the Start Date or the date closest to the monthly anniversary when such a date does not fall in a month. For example, when the Start Date is the 31st of the month, for all months with less than 31 days, the monthly anniversary of the Start Date would be the last day of the month. For Claims Billing Option: Claims will be filed with the Claims Administrator designated by the Customer in the format and using the specific CPT codes agreed to between the Parties. Prior to the launch date, Customer will use best efforts to (i) engage its Claims Administrator to work with Virta to set up CPT codes for Virta’s reimbursement, and (ii) obtain written confirmation from the Claims Administrator that the appropriate codes have been tested and are ready for use. Any changes to the claims coding must be agreed to in writing by the parties. Virta will not submit CPT codes, nor will be reimbursed for CPT codes that are not agreed upon with the Customer. In the event that the Claims Administrator denies a claim, Virta and Customer will work together to reach a mutually agreed upon resolution. Customer agrees that regardless of any resolution, it is responsible to reimburse Virta for the Services provided.

Virta pricing model is 100% value-based pricing. Virta value-based pricing ensures that customers only pay for active monthly participants (PEPM). If there are not significant population health improvements, Virta will reimburse the employer or health plan. As a medical provider, Virta can bill directly through health carriers/TPAs. If customers offer Virta to members with diabetes, Virta fees are a bundled monthly claim, billed only for enrolled/active patients. There are no additional claimants, and customers are only charged monthly based on enrolled patients. Customers can pay directly, but more often choose to pay through a claim.

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

There is no other group providing Type 2 Diabetes reversal at scale with the proven clinical outcomes and results that Virta can deliver. While there are other vendors providing Diabetes Management, Prediabetes and Obesity Treatments, in 2019, 2020 and 2021, the American Diabetes Association listed carb restriction as a first line therapy in their standards of care, citing Virta research. The ADA’s Standards of Care is the evidence-based care “bible” for treatment of diabetes, written by the country’s leading endocrinologists and diabetes experts. It represents the highest level of clinical validation possible in the US. Not only did the ADA say Virta’s approach is effective, they released a separate consensus report that highlighted the finding that carbohydrate restriction does not increase cardiovascular risk, again citing Virta research (attached).



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We have included our clinical trials, validation and 3rd party validation of both outcomes and ROI and validation from Boston University and Harvard University with regard to the work we've been doing with the Veterans Administration.

#### **What differentiates your company from competitors?**

**Superior clinical outcomes.** Other diabetes solutions aim only to manage diabetes by increasing adherence to medications. In contrast, Virta reverses diabetes and eliminates the need for costly medications, for patients who are ready for behavior change. For patients who are not yet ready for behavior change, we still offer a diabetes management pathway as a “place to begin”, with the intention of migrating patients to reversal after they have built their confidence and self-efficacy. As is shown below, reversal outcomes are far superior across the three key clinical metrics by which diabetes solutions should be judged, A1c reduction, Rx cost reduction, and weight loss.

## The difference between diabetes reversal vs. management

	Standard Care <sup>1</sup> One Year Completers	Diabetes Management	Virta <sup>1</sup> One Year Completers
A1c	↑ 0.2	↓ 0.6 <sup>2</sup> <small>One year completers</small>	↓ 1.3
Rx	↑ 7%	↑ 3% <sup>3</sup> <small>Increase in medication utilization</small>	↓ 59%
Weight Loss	0 lbs	↓ 1 lb <sup>4</sup> <small>12 week completers</small>	↓ 31 lbs

1. Hallberg SJ et al. Diabetes Ther. 2018; 3(2):583-612. Outcomes among one year completers (83% retention in Virta Treatment; 89% retention in Standard Care). Rx refers to the net change in diabetes-specific prescription volume at one year (which excludes metformin) compared to baseline and multiple insulins prescribed (to a patient were counted as one).

2. Bolliky JB et al. JMIR Diabetes. 2019; 4, e14759 (Outcomes among one year completers (44% retention in Livongo).

3. Diabetes-related prescription utilization according to five-client, two-year DIO analysis (slide 34). Livongo presentation at EBPA 2018. [https://www.ebpa.org/resources/presentations/2018/Livongo\\_FBPAA\\_20SEP2018.pdf](https://www.ebpa.org/resources/presentations/2018/Livongo_FBPAA_20SEP2018.pdf)

4. Bolliky JB et al. J Diabetes Res. 2018; 1961730. (Outcomes at 12 weeks for Livongo + scale group)



**Physician-led care-team support and breadth of offering.** Virta's health clinical support and coaching is also much more intensive than other diabetes management solutions. Every Reversal Patient is assigned both a coach and their very own Virta-employed physician. Virta providers can adjust patients' medications on a daily basis. In fact, patients on insulin typically receive 5-10 dosage adjustments in just the first 10 weeks. Diabetes management solutions do not offer intensive physician support. In addition, our coaches interact with patients 2-4 times per day on average, more than 100x than Livongo, which only offers 2-4 interactions per year.

**100% Guaranteed Results.** Virta has the strongest performance guarantees in the industry, by far. No other vendor can put 100% of fees at risk connected to hard clinical and financial outcomes including eA1c reduction, Rx cost reduction, or weight loss. For Reversal, Prediabetes and Obesity, Virta places one hundred percent of our fees at risk. We stand by our outcomes and are confident we will deliver superior health improvement and cost savings relative to any other diabetes solution on the market.

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

Virta's Head of Public Sector Sales has substantial experience partnering with NCPA and Region 14 Educational Service Center. In his past two positions he has successfully partnered with the aforementioned organizations and that partnership has resulted in tens of millions of dollars of services purchased through NCPA contracts.

First, Virta is actively prospecting into public sector accounts across the country including but not limited to the Federal Government, State Government, City and County Governments, Local



Governments, K-12, Higher Education and more. We take a very empathetic approach and try to be a true partner and resource to the organizations we'd like to do business with plus review if they have previously purchased any goods or services through NCPA prior to outreach.

We start with a basic conversation to understand each individual organization and how Virta can impact their plan participants as well as the overall organization. If there is mutual interest in proceeding, we then present a formal presentation about Virta, how the treatment works and actuarially validated ROI. Typically the prospect is very impressed and wants to procure Virta, but is reluctant to issue another RFP. At this point we introduce NCPA and partner with the NCPA team to educate the prospect about cooperative purchasing. We also use the NCPA historical contracts sent out monthly to show prospects that they're already using NCPA to procure goods and services.

Historically, this approach has led to some of the largest organizations using NCPA to procure services.

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

Our Head of Public Sector Sales already has a very close relationship with the NCPA team and at this point is leading the Public Sector efforts. His inside sales person has also been partnering with him for over 7 years and is very familiar with NCPA too. As we expand the Public Sector Team there will be internal training about how to effectively leverage the NCPA contact to speed up procurement. If NCPA is open to it, Virta would also be open to NCPA training our Public Sector Team.

The Public Sector Team will also educate stakeholders from the Director of Sales to C-Suite about how cooperative purchasing works and the value that NCPA brings to the sales process to ensure alignment within the organization at all levels.

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

Virta delivers a uniquely personal, white glove experience members may take advantage of upon enrollment and over time. Once members learn about Virta and apply to participate through our online enrollment portal, we then screen applicants based on clinical criteria. Our enrollment advisors guide applicants through each step of the enrollment process which usually takes less than 14 days depending on each patient's needs. If Type II, we discuss desired outcomes and readiness to change to determine whether T2D Reversal or Virta T2D Management is their best option at that time. We also remind those opting for T2D Management at first that T2D Reversal is available to them at any time.





When they express interest in that program, we immediately help them move into Reversal Treatment, helping impact medication costs, quality of life and clinical outcomes.

During enrollment, patients are guided to the right program for them—diabetes reversal or management, obesity, or prediabetes—based on their clinical needs and motivation. For patients entering our physician care, we provide an additional level of clinical intake screening including labs and a medical history.

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

Patients have direct access to our platform 24/7 where the majority of their needs and concerns are addressed with our coaches, physicians and clinical support staff in app or through email. Patients primarily rely on support from their care team (which includes both coaches and licensed medical providers) for most questions and also have an in-app support center to help troubleshoot issues. CSRs handle any remaining topics like tech issues or eligibility questions through email support and voicemail. We either call back directly or triage to the appropriate department to return the call (enrollment advisor, claims, etc.). In the event of a medical emergency, external providers can reach our oncall medical staff via our 1-800 telephone number. We are able to support both English and Spanish speaking patients.

**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.

We do not currently have a green initiative, however Virta is a fully virtual telemedicine company with a remote first model for our employees. Therefore our environmental impact is minimal and we rarely use hard copy materials as we are a fully digital company.

#### **Vendor Certifications (if applicable)**

*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.*

Please see the attached document ["All Licenses"](#)

## **Tab 5 – Products and Services**

**Successful respondents are required to integrate with population management platforms, and hold Food & Drug Administration (FDA) Authorizations, or authorized by the FDA under an Emergency Use Authorization (EUA) for use by authorized laboratories.**

**Respondents are encouraged to outline the suite of digital tools that make you unique.**

**Successful respondents must have greater than 90% accuracy.**

**Rapid testing is testing with results in less than 30 minutes.**

**Respondents are to detail the types of tests that can be offered for Digital Healthcare Diagnostic Testing and Related.**

Virta Health offers the first clinically-proven medical treatment to reverse type 2 diabetes without the need for drugs or surgery. Virta's diabetes reversal treatment returns blood sugar to subdiabetic levels (hemoglobin A1c below 6.5), while safely eliminating all diabetes-specific medications. Reversal is possible through individualized nutrition therapy focusing on carbohydrate restriction, personalized nutrition, daily biomarker monitoring (capturing blood glucose, blood ketones, weight, mood, energy), physician-led care team and behavior change. The Virta Treatment is monitored in almost real time through Virta's fully virtual clinic with a continuous remote care technology platform, utilizing AI and ML, allowing for scalable, safe and sustainable physician oversight. As a covered entity, Virta interacts with patients through secure in-app messaging, telemedicine visits, and phone calls. Patients interact with their Virta care-team 2–4 per day and physicians make an average of 5–10 Rx adjustments per patient in the first 10 weeks. We are a licensed medical provider in all 50 states.

Our Patient Marketing works with our clients to implement our best practices handbook to ensure maximum enrollment in the program while leveraging any and all communication channels our clients desire from engagement platforms to snail mail and everything in between. When our marketing best practices playbook is followed we typically see 20% of those diagnosed with diabetes enroll in the Virta treatment.

Once members learn about Virta and apply to participate through our enrollment portal, our enrollment advisors then walk them through each step of the enrollment process. We either take historical labs that were done by their PCP or help them schedule new labs with Labcorp or Quest Diagnostic around his/her schedule. The cost of these labs is covered by Virta. Once the member has completed labs and an intake call with one of our providers they are enrolled and ready to start the Virta treatment. We then ship them the devices they will need at no cost (please find attached employee experience overview).

**Type 2 Diabetes Reversal supplies include:**

- Glucometer / ketone meter
- Unlimited glucose and ketone strips
- Connected scale
- Connected blood pressure cuff (if medically indicated)
- Lancets & alcohol swabs
- Instructional materials
- Dietary supplements
- Recipe book
- Food scale

**Type 2 Diabetes Management supplies include:**

- Glucometer
- Unlimited glucose strips
- Lancets and alcohol swabs
- Instructional materials

We have included case studies, sample reports and validation/research showing the effectiveness of the Virta treatment as well as our standard performance guarantees and documents showing those performance guarantees in writing.

## Tab 8 – Value Added Products and Services

◆ 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.

Please see attachments for VAS Obesity Reversal and Pre-Diabetes Reversal.

## Virta is Tackling the Obesity Crisis

Virta's virtual clinic accepts patients with BMI > 30, with a treatment that delivers best-in-class bodyweight reduction.



Science-Backed  
Nutrition



Remote  
Monitoring



Behavioral  
Coaching



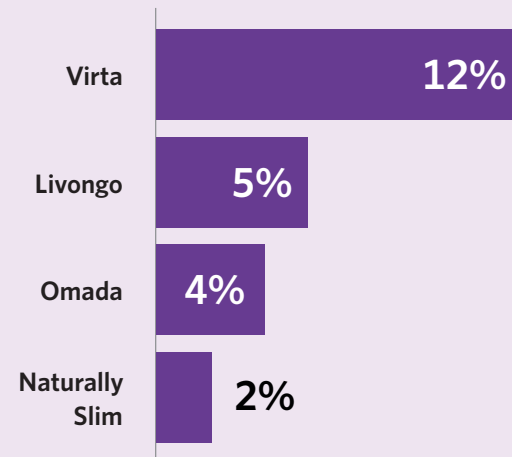
Clinical  
Oversight

12%  
bodyweight  
reduction

## Delivering Significant and Sustained Weight Loss

With Virta's unique nutritional approach and telehealth model, patients experience breakthrough levels of weight loss relative to other programs.

### Bodyweight Reduction at 12 Months



After 3.5 years, Virta users sustained 80% of first-year weight loss. Other vendors shown here have no data past one year.

*Proeschold-Bell et al, Transl Behav Med. 2020 Feb; 10(1): 223-233.; Painter et al, Drivers of weight loss, BMJ Open Diabetes Research and Care, 8(1), 2020; Hallberg SJ et al. Diabetes Therapy. 2018;9(2):S83-612. Data for patients completing 1 year of treatment.; Omada Health public website accessed: June 1, 2021.*



“The weight loss has almost made me unrecongizable.”

- ✓ **Weight Loss:** lost 75lbs after 4 months, from 310lbs to 235lbs
- ✓ **Rx Elimination:** Glumetza, a modified-release form of Metformin

“In fact, before Virta, I used to keep my larger clothes because I didn’t feel confident enough to get rid of them, thinking I may gain all of my weight back eventually. This time, I finally took all my extra larges and donated them. I know with Virta’s help, I am never going to need them again!”

**Darren, Virta Patient**

## 100% Fees at Risk

Virta is easy to work with, with no implementation fees, no PEPM fees, and guaranteed outcomes.

## 5%

Minimum target for weight loss, guaranteed 100%

## \$3,000

Estimated gross savings per patient over 2 years

## >2:1

Estimated ROI over 2 years

## Virta Stops Prediabetes in its Tracks

Virta's virtual clinic accepts patients with prediabetes, supporting their clinical goals to avoid progression to type 2 diabetes.



**Science-Backed  
Nutrition**



**Remote  
Monitoring**



**Behavioral  
Coaching**



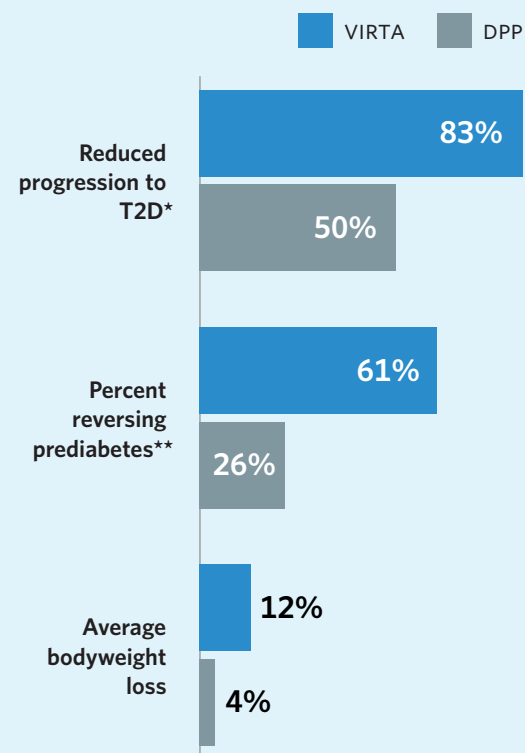
**Clinical  
Oversight**

**97%**

of patients with prediabetes  
avoid progression to  
type 2 diabetes  
over 2 years

## Delivering Transformative Outcomes Relative to DPP

We deliver unheard of outcomes for prediabetes, even compared to the "gold standard" Diabetes Prevention Program (DPP), as well as its digital variants.



American Medical Association, 2017, *Diabetes Prevention Saves Big*; Su W, Chen et al, *Return on Investment for Digital Behavioral Counseling*, *Prev Chronic Dis* 2016;13:150357; McKenzie A et al. Continuous remote care model. ADA 78th Scientific Sessions, June 2018. *Diabetes* 67(S1) (n=116). One year outcomes shown.

\* Relative to typical progression rates of 29%.

\*\* Reversal defined as achieving A1c below 5.7.





“I’m no longer even considered prediabetic.”

- ✓ **Rx Elimination:** Metformin, Glimepiride, 2 multiple Sclerosis medications
- ✓ **Cost Savings:** saved >\$4,000 in out-of-pocket Rx costs
- ✓ **Weight Loss:** lost >70lbs after 16 months
- ✓ **Reversed Prediabetes:** avoided bariatric surgery and improved blood pressure

“I know if I had been as unhealthy as I had been before Virta, the healing process would not have gone this quickly. When you have diabetes, you don’t heal well. But I don’t have diabetes anymore!”

**Lori, Virta Patient**

## 100% Fees at Risk

Virta is easy to work with, with no implementation fees, no PEPM fees, and guaranteed outcomes.

## 5%

**Minimum target  
for weight loss,  
guaranteed 100%\***

## \$4,000

**Estimated gross  
savings per patient  
over 2 years**

## 2:1

**Estimated ROI  
over 2 years**

*\* For patients with starting BMI > 30*



## A Comprehensive, Tech-Enabled Approach to Diabetes

Remote monitoring and behavioral coaching help users control blood sugar and reduce adverse events.

### REMOTE MONITORING

Connected glucometer  
Unlimited testing supplies  
Safety alerts



### BEHAVIORAL COACHING

Human and app-based  
Nutritional programs  
Group-based education



## A Pathway to Diabetes Reversal

Coaches and personalized content encourage patients to transition to reversal—seamlessly and instantly—when they are ready.





## Developed by Clinical Experts in Diabetes



"Diabetes management serves as a valuable starting point for many patients in their Virta journey—a journey that empowers people to be the agents of their own health transformation."

**David Harrison, MD**  
VP of Clinical Care, Virta Health



"People living with diabetes may need to make dozens of decisions on a weekly basis to ensure they are properly controlling their blood sugar. With Virta, they have the support they need at their fingertips."

**Caroline Roberts, MD**  
Physician, Virta Health

## Guaranteed Best in Class Outcomes

Virta is easy to work with, with no implementation fees, no PEPF fees, and guaranteed outcomes.\*

**0.5–1%**

**Target eA1c reduction for diabetes management patients**

**15–25%**

**Percent of management patients transitioning to reversal**

**\$5,000**

**Estimated gross savings per patient over two years**

*\* Contact Virta for full details on guarantee*

The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.

NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

## Tab 8 – Value Added Products and Services

- ◆ 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.

## Tab 9 – Required Documents

- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

### **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 \$250,000, 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.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations



with respect to this procurement in the event of breach of contract by either party.

(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)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(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.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

(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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(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).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the



offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
  - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **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.


**CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

**Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.**

Offeror: Virtan Health Address: \_\_\_\_\_  
501 Folsom St. 1<sup>st</sup> Floor City, State, Zip: \_\_\_\_\_  
San Francisco, Ca. 94105 Authorized Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_




3/21/22

**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 *Virata Health*  
Print Name *Ryan Andrews*  
Address *501 Folsom St, 1st Floor*  
City, State, Zip *San Francisco, Ca. 94105*  
Authorized signature   
Date *3/21/22*

**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

3/21/22

### 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

Virtu Health


Address

501 Folsom St. 15th Floor



City/State/Zip *San Francisco, Ca 94105*Telephone No. *401-644-8157*

Fax No.

Email address *ryan.andrews@virtahealth.com*Printed name *Ryan Andrews*Position with company *Head of Public Sector*Authorized signature **Required Clauses for Federal Assistance provided by FTA****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.
- Excluded* [ b) Permit any of the foregoing parties, provided reasonable notice is given, to audit the books, records, and accounts with regard to the Project to ensure accuracy of payments related 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>