State of Minnesota

MMCAP

OFFICE OF STATE PROCUREMENT

REQUEST FOR PROPOSAL
Medical Supplies

SPECIAL NOTICE: This is a request for proposal ("RFP"). It does not obligate the State of Minnesota or MMCAP to award a contract or complete the proposed program, and the State of Minnesota reserves the right to cancel this solicitation if it is considered in its best interest.

Request for Proposals for Medical Supplies

RFP Release Date	June 8, 2026
Cutoff Date for Questions	June 30, 2026, 2 p.m. Central Time
Final RFP Answers Posted	July 7, 2026
Proposal Due Date	July 20, 2026, 2 p.m. Central Time

SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response	Follow the steps below to complete your response to this RFP: **Step 1:** Read the solicitation document and ask questions, if any **Step 2:** Write your response **Step 3:** Sign and submit your response
Incomplete Submittals	A proposal must be submitted along with any required additional documents. Incomplete proposals that materially deviate from the required format and content may be rejected.
STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY	
How to Ask Questions	Questions must be emailed to MMCAP_Infuse.HPSRFP@state.mn.us by **June 30, 2026, at 2 p.m. Central Time.** Questions will be responded to, via an addendum to this RFP posted July 7, 2026, and will not be attributed to the asking entity. Similar questions may be combined with a single answer. Other personnel are not authorized to answer questions regarding this RFP.
STEP 2 – WRITE YOUR RESPONSE	
Request for Proposals (RFP)	In Section 3, insert your response to the questions as asked. Each question should be clearly and concisely addressed with no more than 1,000 words per question. Unless explicitly requested, attachments and other content not provided in line with these questions will not be evaluated. By signing this response, your firm is making a legal, binding offer for a contract to provide services to the State of Minnesota.
STEP 3 – SIGN & SUBMIT YOUR RESPONSE	
Documents making up a complete proposal	❑ **Section 2:** ○ **Signed Acknowledgement of Terms and Conditions** (with exceptions submitted as separate PDF, if applicable) ❑ **Section 3:** ○ **Responder's Contact Information** ○ **Minimum Qualifications Required (Pass/Fail)** ○ **Technical Proposal Questionnaire** ○ **Required Application(s)/Form(s) to Do Business with Responder** (submitted separately as PDF) ❑ **Section 4:** ○ **Cost Proposal Worksheet** (submitted within provided XLSX template) ❑ **Section 5:** ○ **Responder Certifications Acknowledgment** ○ **Exhibit B: Certification Regarding Lobbying** ○ **Exhibit C: Workforce and Equal Pay Declaration**

Where to Send Responses	**Email your responses to MMCAP_Infuse.HPSRFP@state.mn.us with "[Company Name] Med Supply RFP Response"** in the subject line. If your email is larger than the maximum allowed size, send your response in multiple emails. Use "[Company Name] Med Supply RFP Response, Part [#] of [#]" in the subject line. **Mailed responses will not be accepted.** **Faxed responses will not be accepted.**
Response Submission Deadline	Must be received no later than **July 20, 2026, at 2 p.m. Central Time** as indicated by a notation made by the email timestamp. Late proposals will not be considered. All costs incurred in responding to this RFP will be borne by the responder.

SECTION 2 – RFP PROJECT INFORMATION

1. Overview and Goals.

MMCAP is a governmental cooperative serving thousands of state and local government facilities across the United States. MMCAP is operated by the State of Minnesota ("**State"**) Department of Administration's Office of State Procurement ("**OSP"**) and is governed by Minnesota laws and procurement policies, as well as applicable federal guidelines and statutes.

MMCAP Members are state agencies and political subdivisions throughout the United States, as authorized by Minn. Stat. 471.59 and Minn. Stat. 16C.03, Subd. 10. Membership is available to government-operated facilities denoted in the aforementioned statutes, however, the extent to which a Member participates in the program is at each Member's discretion. The annual collective purchasing power of the Membership within the medical supply portfolio averages $300 million annually, across roughly 8,000 actively purchasing Members; it is expected the program will continue growing. For more information on MMCAP and its membership, visit www.mmcap.mn.gov ("**Members"** or "**Membership"**).

MMCAP is looking for qualified, full-line distributors that will provide medical supplies, equipment, and related services to all Members throughout the United States. It is expected that Responders will provide their entire catalog to the Membership, including, but not limited to, key categories such as: gloves and personal protective gear; needles and syringes; wound care products; patient point of care testing; specimen collection and supplies; hospital furnishings; breast pumps; surgical instruments; etc. In addition to products, Responders are encouraged to include additional service offerings in their proposal, such as, but not limited to: third-party logistics and/or strategic storage; white glove delivery, installation, and/or removal; direct-to-patient shipping services; equipment maintenance and repair; software; custom kitting solutions; etc. Responders may subcontract to ensure all necessary products and services are available and provided, so long as those arrangements comply with the requirements of this RFP and resulting agreements.

Product pricing will be defined within three categories: (1) Core; (2) Non-Core; and (3) "MMCAP Products." Core products will include those Responder-offered products that are the most in-demand and are available at fixed pricing for at least one (1) year; Non-Core products will be defined by general product categories where the Responder offers a minimum discount, and are comprised of all available products that fall into neither the "Core" nor the "MMCAP Product" categories; and "MMCAP Products" are items MMCAP has solicited for and awarded agreements directly to manufacturers. If a Responder desires to offer "MMCAP Products" to our Membership under an award, the Responder must load MMCAP pricing and show evidence of a contractual chargeback arrangement with the MMCAP manufacturer. Under a limited basis where a Responder has been named by a manufacturer as a sole, exclusive, and/or limited distributor of a product and/or service, MMCAP may award distribution rights to the Responder.

It is expected that products and pricing included by awarded Responders within their Cost Proposal Worksheet will be used to establish Core, Non-Core, and "MMCAP Product" pricing within any resulting agreement.

This RFP cannot be used as a procurement vehicle by which the Responder and Member enter into their own stand-alone agreement. Distribution and supply of disposable incontinence management products for adults (such as disposable briefs, pads, belts and guards) within agreements resulting from this RFP will be limited to those available as "MMCAP Products," though may be added through amendment upon mutual written agreement between the Vendor and MMCAP. mutual written agreement between the Vendor and MMCAP.

2. Agreement and Duration

MMCAP anticipates entering into agreements for an initial four (4)-year term with an option of up to thirty-six (36) months of extension(s) in increments determined by MMCAP, in compliance with Minnesota law. MMCAP will

provide a draft of an Agreement to the awarded Responders. MMCAP will also request a final product listing and "best and final" offers.

3. Scope of Work and Services (SOW)

The Scope of Work (SOW) for this RFP will be developed using the responses to the Technical Proposal Questionnaire. The following is an example of many of the expected tasks that may be generated from the responses to this RFP.

- Provide customer service, including account management for both MMCAP and its Members;
- Provide inventory management, including stocking contracted items, managing of stock outages, manufacturer backorders, shift demands, and service levels;
- Ensure contracted items are available to Members, including price loading and accuracy, product additions and deletions, and product expiration date;
- Offer online ordering system, with order placement order confirmation, and tracking;
- Provide the ability to audit Non-Core purchases from catalog;
- Provide delivery, including routine delivery, drop-shipments, special products, bulk items, and emergency orders;
- Maintain Drug Supply Chain Security Act (DSCSA) compliance, as applicable;
- Ensure contract compliance, including pricing accuracy, contract attachment and reporting requirements;
- Accurately invoice Members (including credits, rebills, product returns, and recalls) and process related vendor chargebacks;
- Offer payment terms/payment modalities;
- Arrange onboarding support for facility implementations and transitions;
- Offer equipment, installation, repair, calibration, and support;
- Provide other value-added services (e.g., third-party logistics and/or strategic storage; white glove delivery, installation, and/or removal; direct-to-patient shipping; equipment maintenance and repair; software; custom kitting solutions; etc.).

4. Minimum Qualifications Required (Pass/Fail)

- Complete proposal must be received on or before the due date specified in this solicitation.
- Responder has a secure online product ordering catalog and ordering system.
- Responder is able to supply at least twenty (20) states.
- Responder is able to establish and maintain chargeback relationships with manufacturer partners.
- Responder is able to provide evidence of domestic operations for at least four (4) years with an average of a least $2 million in monthly sales AND averaging at least 750 active "ship-to" locations served monthly during those four years.

5. Response Evaluation

Responses will first be reviewed to confirm compliance with the minimum qualifications identified above. Responses that meet all the minimum qualifications will be further evaluated in accordance with the following:

Factors	Percentage
Technical Proposal	60%
Cost Proposal	40%

Responses will be evaluated by a team of MMCAP staff, MMCAP Advisory Board members, and/or Members. Each evaluator will read all proposals that have passed all minimum qualifications. MMCAP reserves the right to require a demonstration of capabilities and/or ordering systems via in-person meetings, webinar, or other such mechanism.

Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation.

6. MMCAP Rights Reserved

- Act in the best interest of the State and MMCAP, as determined by MMCAP;
- Reject any and all responses received, in whole or in part;
- Cancel and/or re-issue the solicitation;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder[s];
- Terminate negotiations and select the next response providing the best value for the State;
- Consider documented past performance resulting from a State contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Require highest scoring Responder[s] to have decision-makers present for in-person negotiations between 8/31/2026 and 3/9/2027;
- Interview key personnel and/or collect information from/contact references;
- Request a best and final offer from one or more Responders;
- The State reserves the right to request additional information;
- The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations;
- The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation; and
- Amend contracts currently held by Responders to include the scope of this RFP rather than issue a new contract.

7. Acceptance of the State's General Terms

By signing, I acknowledge that the above-named responder accepts, without qualification, all terms and conditions stated in this solicitation, including the State's General Terms (see Exhibit A).

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SECTION 3 – VENDOR RESPONSE

INSTRUCTIONS: Fill in the information requested below.

1. **Responder's Contact Information**

Company's Full Legal Name:	
Business Address:	
Company Website:	
Federal Employer Identification Number:	

Primary Contact Person's Name:	
Title:	
Telephone Number:	
Email Address:	

Alternate Contact Person:	
Title:	
Telephone Number:	
Email Address:	

Admin Fee Contact Person:	
Telephone Number:	
Email Address:	

Membership Contact Person:	
Telephone Number:	
Email Address:	

Reporting/Data Contact Person:	
Telephone Number:	
Email Address:	

2. **Minimum Qualifications Required (Pass/Fail)**

The following will be considered on a pass/fail basis. Responders who are unable to comply with the following items will not be considered for further evaluation.

Does Responder comply with each term? (Check yes or no for each requirement.)

Yes	No	Criteria
		Complete proposal must be received on or before the due date specified in this solicitation.
		Responder has a secure online product ordering catalog and ordering system.
		Responder is able to supply at least twenty (20) states.
		Responder is able to establish and maintain chargeback relationships with manufacturer partners.
		Responder is able to provide evidence of domestic operations for at least four (4) years with an average of a least $2 million in monthly sales AND averaging at least 750 active "ship-to" locations served monthly during those four years.

Responders that have not completed each section will not be further considered.

3. **Technical Proposal Questionnaire**

The Responder must follow the narrative order with the Responder providing answers to every question. DO NOT submit a proposal response that deviates from or alters the Technical Proposal Questionnaire. The Responder's answers should be placed below each question. Each question should be clearly and concisely addressed with no more than 1,000 words per question. Responders will only be scored on the information stated in the response. Do not direct or refer evaluators to the company website or other attachments for more information, unless specifically requested. Direction to a company website or other content not provided in line with these questions will be considered non-responsive.

All specific amounts related to fees must be included in Section 4, Cost Proposal. DO NOT list any fee information in the Technical Proposal response.

Company Organization and Overview

A. How is your company qualified to meet the medical supply needs of MMCAP Members? Be sure to include:
   - A brief description of your company history;
   - Total years' experience;
   - Number of employees;
   - Current sales volume and "ship-to" locations served;
   - Industry market share;
   - Number of current manufacturer partners whose products are distributed by your company;
   - Specific examples of experience supplying state, county, or city government entities.

B. Has your company been named as a sole, exclusive, and/or limited distributor of any product and/or service by the manufacturer or provider? If so, please list.

C. Describe your company's service area, including a list of distribution center locations, and disclose any geographical or other limitations Members may be subject to if using your company.

D. Identify all services that are currently outsourced or subcontracted, including the name of each vendor/partner, type of service performed, indicator of if they'd have direct customer contact, and the length of the relationship.
E. How is your company taking a proactive approach to sustainability related to inventory management, order fulfillment, and related efforts?
F. Describe how your company is prepared to proactively protect the data and systems used to ensure timely service, and outline how your company is further prepared to respond in the event of a disruption.

Performance History

A. Identify any litigation that has been brought forth or resolved over the last five (5) years that may impact your ability to do business in a Members' jurisdiction.
B. Identify all contracts terminated due to non-performance over the last five (5) years.
C. Disclose any other regulatory actions enacted against your company within the last five (5) years for any of your proposed products and/or services.

New Accounts, Agreement Implementation and Management Plan

A. Explain your company's process and timeline for onboarding new Members, as well as the process and timeline to transition eligible MMCAP Members to the agreement . Attach separate PDFs of all required applications or forms a Member would need to complete to establish an account with your company.
B. MMCAP posts an updated membership roster daily that is accessible to our vendors. Describe how you will use this roster to ensure bill-to and ship-to accounts are properly attached to MMCAP.
C. What steps will your company take in ensuring Members receive correct pricing? If a Member isn't receiving correct pricing, what is your process and timeline to troubleshoot the issue, correct pricing, and issue credits for the affected Member?
D. How will your company clearly communicate the list price and percentage discount for Non-Core items to Members, so they're able to verify the discounted purchase price, both prior to ordering and at the time of invoice?
E. How will your company ensure that non-MMCAP Members do not receive MMCAP benefits and pricing?
F. Describe how your company will proactively ensure contract compliance, including, but not limited to, timely and accurate sales and administrative fee reporting; timely and accurate administrative fee payments; sales team training; and promotion of the MMCAP program/partnership.
G. Describe your company's business interruption plan; specifically include how MMCAP and its Members will be notified, as well as alternate options for ordering and fulfillment.
H. How has your company implemented resiliency into your supply chain? Please summarize your processes for determining stocking levels, seeking diversified sourcing, and responding to supply chain interruptions and/or shortages.

Customer Service

A. Describe your customer service channels (phone, email, live chat, etc.) and availability across all U.S. time zones, including expected response times, for both MMCAP and its Members.
B. How will your company resolve concerns brought forth by MMCAP and its Members? Please include a brief summary of any relevant policies/procedures.
C. How would your company evaluate its own performance in meeting the needs of MMCAP and its Members during the life of the agreement?
D. Is your company willing to designate an account management team for MMCAP and its Members? How will this team, and any subsequent additions to it, be introduced to MMCAP, its structure, and its members, and how will your company ensure ongoing understanding of those topics going forward?
E. In the event of a product recall, what steps will your company take to identify affected Members and to notify both them and MMCAP?

Product Ordering

A. List all payment methods your company will accept from MMCAP Members.
B. Summarize your company's product ordering systems, including your capacity to accept orders by phone, email, member-generated purchase orders, online catalog, and EDI/Punch-Out.
C. How will you ensure orders received through different ordering systems are all correctly priced and captured in monthly sales and admin fee reporting to MMCAP? (See Exhibit D for reporting requirements.)
D. Please list the EDI/Punch-Out systems you're currently working with, along with average time to implement.
E. What does the typical purchasing process look like from the time of order placement to delivery?
F. Does your company have the ability to provide a purchase order confirmation number on the same day the order is placed by the Member? Attach an example of the confirmation your company provides to its customers.
G. How will your company make order status information available to Members, including relevant details such as order date, expected/actual shipping date, expected/actual delivery date, potential stock shortages/backorders, etc.? Attach examples showing where and how this information is displayed.
H. Describe any capabilities and timelines your company would be able to accommodate for emergency ordering and/or expedited delivery.

Order Fulfillment, Delivery, and Returns

A. Describe your company's proposed shipping terms for MMCAP Members across all states served, including charges, order minimums, limit to number of deliveries per week by account, and timeframes for order fulfillment and delivery. If this varies for Members outside of the contiguous 48 states, please detail those differences and how you propose to maintain transparent, up-front shipping costs.
B. How does your company ship orders? (In-house shipping capabilities/truck routes? Subcontracted courier or delivery services? Common carriers such as FedEx, UPS, or USPS?) If multiple shipment methods are available, what determines which method is applied to an order?
C. What precautions does your company take to ensure that temperature sensitive items are held at temperature from the time of shipment through receipt by Member?
D. How will your company notify MMCAP and its Members of product availability issues or delays in fulfilling orders? What steps will your company take to remedy shortages?
E. Describe your company's policy for product returns and Member complaints pertaining to services. At minimum, please include details surrounding any limits to what would be returnable, expectations for items shipped in error or lost in transit, inadequate services provided to a customer, and any restocking fees.

Service Offerings

All fees related to services proposed within the below responses must be submitted in Section 4 – Cost Proposal.

A. Please describe equipment repair and support services your company will offer to MMCAP Members. Include details such as coverage areas, types of equipment serviced, rush services, and in-house vs. subcontracted services. If subcontracted, please list company information.
B. Please describe any white glove delivery, installation, and/or removal services your company will offer to members of equipment or furnishings. Include details such as coverage areas, emergency services and in-house vs. subcontracted services. If subcontracted, please list company information.
C. Please describe any direct-to-patient shipping capabilities your company may be able to offer MMCAP Members. Response must include details related to how sensitive patient data will be received and protected. If subcontracted, please list company information.
D. Please describe any third-party logistics, virtual inventory, and/or strategic storage options your company may offer MMCAP Members. Be sure to include details related to stock rotation. If subcontracted, please list company information.

E. Please describe any custom kitting solutions your company may offer MMCAP Members, including potential options for assembly and Member-specific branding. If subcontracted, please list company information.
F. Please describe any options for medical waste disposal your company may offer MMCAP Members, highlighting any strategies employed to promote sustainable practices. If subcontracted, please list company information.
G. For products and equipment purchased under the contract, does your company offer any preventative maintenance programs or extended warranties beyond the manufacturer warranty? If so, please describe and if subcontracted, please list company information.

SECTION 4 – COST PROPOSAL WORKSHEET

Your Cost Proposal Worksheet must be submitted with your email response as a separate file, within the templated Microsoft Excel file provided.

No cost information should be provided in Section 3.

The Cost Proposal Worksheet will contain multiple tabs, the first with a complete list of instructions, with more detailed instructions as needed on each subsequent tab. Follow the instructions as indicated on the first tab of the spreadsheet when completing your pricing.

SECTION 5 – RESPONDER CERTIFICATIONS

Responder must check each box to certify to the conditions required under this RFP. Please note that some certifications may require the submission of additional information. Sign below to finalize response.

☐ I have read and am aware of the **State's General Requirements** as attached as **Exhibit A**.

☐ I have **COMPLETED and ATTACHED:**
- ☐ **Exhibit B: Certification Regarding Lobbying**
- ☐ **Exhibit C: Workforce and Equal Pay Declaration**

☐ I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).

☐ The proposal submitted in response to the RFP has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other Responder of materials, supplies, equipment, or services described in the RFP, designed to limit fair and open competition.

☐ The contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.

☐ I am fully informed regarding the accuracy of the statements made in the proposal.

By signing here, I warrant that the information provided in this proposal is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject me/my company to suspension or debarment proceedings, as well as other remedies available to the State, by law.

_____

Signature Title Date

EXHIBIT A

General Requirements

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. This includes any conflict of interests the Responder may have with a Member. The list should indicate the name of the entity, the relationship, and a detailed discussion of the conflict.

Organizational Conflicts of Interest

To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,

A. vendor is unable or potentially unable to render impartial assistance or advice to the State;
B. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
C. the vendor has an unfair competitive advantage.

If, after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State's Chief Procurement Officer, which must include a description of the action the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

Proposal Contents

The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award, as well as subject the Responder to suspension, debarment proceedings, and/or other remedies available by law.

Responses are Nonpublic during Evaluation Process

All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder. The State will notify all responders in writing of the evaluation results.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials. The terms of any resulting agreements will likewise not be considered confidential.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Administrative Fee

In consideration for the administrative support and other services provided by MMCAP, the Responder agrees to pay an Administrative Fee of three percent (3%) on all purchases made by Members utilizing the contract (including products, equipment, services, etc.).

Product and Pricing Management

The Responder agrees to hold price increases on all Core items for a minimum of one (1) year. The Responder also agrees to prioritize items that constitute the top 75% of sales (both by quantity and sales dollars) to be included as Core items throughout the life of any resulting agreement.

Reporting Requirements

The Responder agrees to provide monthly sales and admin fee data reporting as detailed in Exhibit D containing all transactions associated with any resulting agreement; monthly reports to be provided by the tenth (10th) day of each subsequent calendar month.

Security Lifecycle Management

Responders that are invited to negotiate as intent-to-award vendors will be required to complete a Security Lifecycle Management Assessment prior to contract execution. This assessment may include, but is not limited to, overviews of system environments, data flow, controls, error handling, etc.

Workforce Certification

For all contracts estimated to be in excess of $100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minnesota Rule 5000.3600, “It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency.”

Non-Collusion Certification.

A. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and

B. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the MMCAP for investigation and appropriate action.

Certification Regarding Lobbying

For State of Minnesota Contracts and Grants over $100,000, the undersigned certifies, to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Organization Name

_____
Name and Title of Official Signing for Organization

By:_____
Signature of Official

_____
Date

EXHIBIT C
Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

☒ Businesses executing a contract with **State or Metropolitan agencies** in excess of $100,000 (Workforce Certificate) and, if applicable, $500,000 (Equal Pay Certificate)

☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of $100,000 (Workforce Certificate) and, if applicable, $500,000 (Equal Pay Certificate)

☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of $250,000 (Workforce Certificate) and, if applicable, $1,000,000 (Equal Pay Certificate)

Select all that apply:

We are a certificate holder:

☐ Workforce Certificate under the name: _____

☐ Workforce Certificate not applicable – MMCAP Vendor with NO direct sales or distribution

☐ Equal Pay Certificate under the name: Not applicable – MMCAP WESA exemption memo dated 12/17/2018

We are applying/have applied for the following certificate(s):

☐ Workforce Certificate Application date (MM/DD/YYYY): _____

☐ Workforce Certificate not applicable – MMCAP Vendor with NO direct sales or distribution

☐ Equal Pay Certificate Application date (MM/DD/YYYY): Not applicable – MMCAP WESA exemption memo dated 12/17/2018

We have not applied for one or both certificates:

☐ Our company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce Certificate and, if applicable, Equal Pay Certificate, or approved exemption by the Minnesota Department of Human Rights is required before a contract can be executed.

We are Exempt:

☐ We attest to the Minnesota Department of Human Rights that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in which we have our primary place of business. The Minnesota Department of Human Rights may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

☐ We believe our company is exempt because _____. The Minnesota Department of Human Rights will review and determine if your company is exempt.

Business Information

Vendor/Supplier ID	**Vendor Email**	
Business Name	**Name of Contracting Agency** Administration/MMCAP	
Authorized Signatory Name	**Title**	**Date**
Signature	**Email**	**Phone**

For assistance with this form, email the Minnesota Department of Human Rights **Compliance.MDHR@state.mn.us**

EXHIBIT D

REPORTING REQUIREMENTS

Required Data Fields for Administrative Fee Data Report

Excel Column	Description
A	MMCAP assigned Authorized Distributor number (as applicable)
B	MMCAP assigned manufacturer number
C	Direct or indirect purchase indicator (I=indirect, D=direct)
D	Invoice date
E	Invoice number
F	MMCAP Member name
G	Vendor's account number for the MMCAP Member
H	MMCAP Member DEA number, if applicable
I	MMCAP Member HIN number, if applicable
J	MMCAP Member address
K	MMCAP Member city
L	MMCAP Member state
M	Product NDC (use all 11 digits (00076888888)), if applicable
N	Product name/description
O	Credit indicator (C = credit)
P	Contracted units (the number of units purchased on contract)
Q	MMCAP contracted unit Price
R	Administrative Fee decimal percentage (reported as a decimal (e.g. 0.030))
S	Vendor contracted sales (contracted units * contracted unit Price, reported in dollars)

Required Data Fields for Sales Data Report

Excel Column	Column Header	Description
A	MMCAP_ID	MMCAP Infuse- assigned Member ID
B	MMCAP_Name	MMCAP Infuse Member Name
C	DistributionCenter	Vendor Distribution Center Code
D	VendAccountNo	Vendor-assigned Account Number for MMCAP Infuse Member
E	InvoiceNumber	Invoice Number
F	InvoiceLineNo	Invoice Line Number
G	poNumber	Purchase Order Number
H	InvoiceDate	Invoice Date (MMDDYYYY)
I	BuyerName	Buyer Name/ Buyer ID
J	SKU	SKU/ Item Number
K	NDC	NDC
L	LabelName	Label Name/ Product Description
M	UD	Unit Dose
N	Pack_Size	Pack Size
O	Unit	Unit
P	Case_Size	Case Size
Q	D	Dose
R	STR	Strength

S	RT	Route
T	UnitPrice	Unit Price (99999.9999)
U	QuantityOrdered	Quantity Ordered (99999.9999)
V	QuantityShipped	Quantity Shipped (99999.9999)
W	ExtendedPrice	Extended Price (99999.9999)
X	SaleType	Type of Transaction (1 = Core; 2 = Non-Core; 4 = “MMCAP Products”)
Y	BillToAddress1	Bill to Address 1
Z	BillToCity	Bill to City
AA	BillToState	Bill to State
AB	BillToZip	Bill to Zip
AC	ShipToAddress1	Ship to Address 1
AD	ShipToCity	Ship to City
AE	ShipToState	Ship to State
AF	ShipToZip	Ship to Zip
AG	ServiceFee	Service Fee
AH	ContractNumber	MMCAP Infuse Contract Number
AI	AdminFee	Admin Fee
AJ	CreditIndicator	Credit Indicator
AK	WholeCode	MMCAP Infuse Assigned Wholesaler Code
AL	MfgName	Manufacturer Name
AM	ClassOfTrade	Class of Trade
AN	340b	340B Purchase
AO	Category	Category
AP	MfgPartNumb	Manufacturer Part Number
AQ	ListPrice	List Price
AR	UNSPSC	UNSPSC Code
AS	UNSPSCDesc	UNSPSC Description
AT	GLN	GLN
AU	GTIN	GTIN
AV	OrderDate	Order Date
AW	NDCRepack	NDCRepack
AX	ItemType	Item Type