

# SAMPLE DOCUMENT

## REGIONAL INCENTIVE AGREEMENT BETWEEN PORTSMOUTH PURCHASING ALLIANCE & **VENDOR**

### 1. APPLICABILITY:

a. This Regional Incentive Agreement is entered into pursuant to the National Distribution and Pricing Agreement (DAPA) # **?**. The terms and conditions of said DAPA are incorporated by reference herein. **VENDOR** point of contact for submitting the DAPA changes to DSCP is:

Name: **?**  
Phone Number: **?**  
Email Address: **?**  
Fax Number: **?**  
Mailing Address: **?**

The vendor agrees to keep this information current, and to notify the TRBO when changes occur.

b. This agreement applies to the attached listing of products and prices (Enclosure 1). These products are provided through Defense Supply Center Philadelphia (DSCP) under National Distribution and Pricing Agreement # **?**. The vendor agrees to notify the TRBO when product additions and/or deletions related to this agreement are made, for whatever reason, e.g. item becomes obsolete, new item replaces old item, etc.

NOTE: Vendor must provide pricing in EXCEL software in the format prescribed by the TRBO. Pricing will include "unit of sale" and "each" prices.

c. For systems purposes, **VENDOR** agrees to submit a Regional DAPA application (submission of price log) to DSCP within **15 calendar days** of signing this agreement by both parties and provide a copy of the DSCP Log Number to the TRBO Point of Contact, and provide a copy of the DAPA request to the Tri-Service Regional Business Office (TRBO). The TRBO copy will be mailed to the following address:

Bob Meinertzhagen  
Financial Operations Department, Bldg. 250  
Naval Medical Center Portsmouth  
620 John Paul Jones Circle  
Portsmouth, VA 23708

d. This agreement extends to all **PORTSMOUTH PURCHASING ALLIANCE** facilities listed on Enclosure 2. In order to be a participating facility, each facility listed agrees to purchase the listed products in Enclosure 1 according to the terms outlined in this agreement. Additional Purchasing Alliance Facilities or Regions may be eligible to participate if mutually agreed to in writing by **VENDOR** and the **PORTSMOUTH PURCHASING ALLIANCE**. In such instances, the vendor will add additional facilities to the DAPA system within 15 days of the agreement.

e. Should the vendor merge, reorganize or be purchased by another company, the parent company has 15 calendar days in which to submit a revised DAPA to DSCP and notify the TRBO accordingly.

2. **TERM OF AGREEMENT:** **VENDOR** and the **PORTSMOUTH PURCHASING ALLIANCE** agree to a two-year term for this agreement with effective dates from **?** through **?**, with an option to extend for **(?)**

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three additional year(s). It may be extended upon mutual written agreement of **PORTSMOUTH PURCHASING ALLIANCE** and **VENDOR**. The extensions maybe done in one year option agreements in lieu of conducting annual standardization trials, but may require a re-look at new pricing levels.

### **3. PRICING AND COMMITMENT:**

a. **VENDOR** agrees that incentive prices in Enclosure 1 are guaranteed firm for the period indicated and apply only to the products during the agreed upon period. All prices are dealer net to the prime vendor, and are exclusive of federal, state and local taxes.

b. Based on the good faith committed volume estimates provided, **VENDOR** agrees to give the **PORTSMOUTH PURCHASING ALLIANCE** pricing as indicated in Enclosure 1.

c. **VENDOR** agrees to provide a copy of this agreement to the Prime Vendor supporting the **PORTSMOUTH PURCHASING ALLIANCE, Cardinal Health**. These prices are to be posted to the Prime Vendor order entry system and made available to all medical facilities in the **PORTSMOUTH PURCHASING ALLIANCE**. Attached as enclosure 2 is a listing of those facilities.

d. The **PORTSMOUTH PURCHASING ALLIANCE** hereby commits their facilities listed in enclosure 2 to purchase the products listed in enclosure 1. This commitment is based on the annual estimated requirements provided to the Vendor. These estimates are a good faith estimate and actual quantities ordered may vary.

e. Material Replacement Policy: Upon receipt and validation of any Product Incident Report for specific product performance or technical issues, **VENDOR** will replace the defective product and/or credit the affected MTFs for the value of the product.

f. Returns Policy: Product returns will be handled in accordance with the Prime Vendor procedures. **VENDOR** will coordinate with the Prime Vendor to ensure product returns are effectively completed.

g. Additional Services:

(1) In-service of awarded products to the facilities listed in Enclosure 2 will be provided by **VENDOR**. Scheduling will be at a mutually agreed upon date by the facility and **VENDOR**.

(2) **VENDOR** will provide continuing education programs and literature on the products agreed upon.

(3) An Implementation Plan will be provided to the **PORTSMOUTH PURCHASING ALLIANCE** TRBO and the supporting medical facilities two weeks prior to actual product conversion. The plan must be approved by the applicable medical facilities prior to actual conversion. The vendor agrees to include a detailed product cross-reference in the implementation plan.

(4) Utilization management services will include

(5) On-site services will include:

(6) Educational materials and support during the conversion process and follow-up as required by individual facilities during the term of the agreement.

(6) In-Services will include:

### **4. COMPLIANCE:**

a. During the term of this agreement, **VENDOR** agrees to meet with **PORTSMOUTH PURCHASING ALLIANCE** on a periodic basis to review compliance with the terms agreed upon in paragraph 3. **VENDOR** may also meet with each participating facility on a regular basis to review compliance with the above stated agreement terms.

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b. Facilities with local agreements from a different vendor will honor their contractual commitments until their expiration date, after which they will convert to the regional standardized products affected by this agreement. During the time period such facilities are honoring their contractual commitments; the region will still be afforded the pricing offered under this agreement.

## **5. CANCELLATION/TERMINATION:**

a. **FORCE MAJEURE.** The obligations of either party to perform under this agreement will be excused during each period of delay caused by acts of God, or by shortages of power or materials, or government orders, civil unrest, sabotage or catastrophic accidents which are beyond the reasonable control of the party obligated to perform. In the event that either party ceases to perform its obligations under this agreement due to the occurrence of a Force Majeure Event, such party shall (1) immediately notify the other party in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this agreement as soon as possible. In the event that any Force Majeure event delays a party's performance for more than 90 days following notice by such party pursuant to this agreement, the other part may terminate this agreement immediately upon written notice to such party.

b. This agreement may be cancelled in whole or in part, without cause, by either party, thirty (30) days after receipt of a written notice.

c. This agreement shall automatically expire if **VENDOR** DAPA # **?** is terminated for any reason.

Enclosures:

1. Incentive Price List
2. Medical Treatment Facility Participants

**VENDOR**

**PORTSMOUTH PURCHASING ALLIANCE**

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

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

**Name:**

**Name**

**Title:**

Title: Chair, Tri-Service Product Review Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## **Enclosure (2)**

### **Military Medical Facilities Participating in the PORTSMOUTH PURCHASING ALLIANCE**

<b>Command</b>	<b>Alias/Address</b>	<b>DODAAC</b>
LANGLEY AFB	1ST MED Group, FM4800, BLDG 272, 73 Cherry St., Langley AFB, VA 23665-5300	FM4800
POPE AFB	43RD MED GROUP/SGSL, Bldg. 300, 394 Maynard St., Pope Air Force Base, Fayetteville, NC 28308-2320	FM4488
SEYMOUR JOHNSON AFB	4th Med Group/SGSL, 1695 Vermont Garrison St., Seymour Johnson AFB, NC 27531-5300	FM4809
FT. BRAGG	Womack Army Medical Center, Fort Bragg, NC 28307-5000	W36N0P
FT. EUSTIS	McDonald Army Community Hospital, Fort Eustis, VA 23604-5561	W26AL3
NMC PORTSMOUTH	Naval Medical Center, BLDG 250, Portsmouth VA 23708-5100	N00183
NH CAMP LEJEUNE	Naval Hospital, Brewster Boulevard, Camp Lejeune NC, 28542-5006	N68093
NDC NORFOLK	Naval Dental Center Mid-Atlantic, 1647 Tausig Blvd, Norfolk, VA 23511-5000	N62753
USCG ISC Portsmouth	United States Coast Guard Integrated Support Center Portsmouth, 4000 Coast Guard Blvd. Portsmouth, VA 23703	Z47100
USCG TRACEN YORKTOWN	United States Coast Guard Training Center Yorktown, End of Route 238, Yorktown, VA 23609	Z63100
USCG SUPPORT CENTER ELIZABETH CITY	United States Coast Guard Support Center Elizabeth City, Weeksville Road, Elizabeth City, NC 27909-5001	Z47300
NH CHERRY POINT	96 MG SGSL, Naval Hospital, Cherry Point, NC 28533-5008	N66094
32ND MEDLOG BATTALION	Fort Bragg, NC 28307-5000	W81EFP
FLEET HOSPITAL SUPPORT OFFICE	Naval Weapons Station Yorktown, 108 Sanda Ave., Bldg. 564, Williamsburg, VA 23185-5830	N68610
MEDLOGCO CAMP LEJEUNE	2 FSSG, Medical Logistics Company - Camp LeJeune, NC	M27120
NAVAL SPECIAL WARFARE GROUP	NavSpecWarfareGrp2 (LogSupport), Norfolk, VA	N39587
MEDLOGCO NEWPORT NEWS	Med. Log. Co., 4th Supply BN., 4th FSSG, Newport News, VA	M29066
NAVAL SPECIAL WARFARE GROUP	Naval Special Warfare Group 4, 2220 Schofield Road, Suite 100, Norfolk, VA 23521-2845	N52738
NAVAL SPECIAL WARFARE DEVELOPMENT GROUP	Naval Special Warfare Development Group, 1636 Regulus Ave., Virginia Beach, VA 23461	N47898