

## AGREEMENT TO PIGGYBACK A CONTRACT FOR MEDICAL SUPPLY SOLUTIONS

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by the City of Pompano Beach ("City") and Medline Industries, LP, a foreign Corporation authorized to do business in Florida, whose principal place of business is 3 Lakes Drive, Northfield, IL 60093 ("Contractor").

**WHEREAS**, Sourcewell received bids or proposals in response to competitive solicitation RFP #022422 to purchase Medical Supply Solutions; and

**WHEREAS**, on May 23, 2022, Sourcewell approved the award of RFP #022422 - Medical Supply Solutions, and an agreement was executed for a term of four (4) years effective May 23, 2022 through April 30, 2026; and,

**WHEREAS**, the City's Fire Administration Department wishes to enter into an Agreement with Medline Industries, LP; and

**WHEREAS**, Section 32.41(C) of the City Code provides authority for the City Manager to piggyback the purchase of goods and services with state or local public contracts within certain codified guidelines, of which these guidelines have been met; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement with the same terms and conditions set forth in the agreement of RFP #022422 - Medical Supply Solutions between Sourcewell and Medline Industries, LP, which is attached and incorporated in this Agreement as Exhibit "A" and adopted in its entirety by the City and the Contractor; together with and including contract renewals, amendments and change orders to the extent applicable; and

**WHEREAS**, the City has determined that piggybacking the agreement of RFP #022422 - Medical Supply Solutions between Sourcewell and Medline Industries, LP is necessary for the purchase of Medical Supply Solutions and is the most economically advantageous way to procure these necessary materials, products, and services in a timely and efficient manner.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

### 1. RECITATIONS.

The foregoing "WHEREAS" clauses are adopted and incorporated in this Agreement.

**2. TERM.**

The term of this Piggyback Agreement shall commence on the execution date and expire on April 30, 2026 unless it is terminated sooner pursuant to Section 4(F) of this agreement.

**3. RENEWAL.**

The Contractor affirms and ratifies the terms and conditions of the Agreement with Sourcewell and agrees to perform the services in that Contract with Sourcewell for the City in accordance with the terms for the agreed time period and any available renewal period.

**4. AS-NEEDED BASIS.**

The Contractor agrees to provide the services to the City of Pompano Beach on an as-needed basis, as requested by the City.

- A. City shall pay the Contractor no more than the unit prices set forth in the Agreement and in accordance with the provisions of the Agreement
- B. If permits are required as part of the services being rendered, the Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) business days of receiving all documents from the City necessary to file such permit applications. The City's Fire Administration Department shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.
- C. The City of Pompano Beach shall be deemed substituted for Sourcewell with regard to any and all provisions of the Contract, including, for example and without limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, and F, below. All recitals, representations, and warranties of the Contractor made in the Contract are restated as if fully set forth herein, made for the benefit of the City, and incorporated herein.
- D. Contractor shall maintain insurance in accordance with insurance requirements in Exhibit "A" throughout the term of this Agreement. The Contractor shall furnish the City with a certificate of insurance in a form acceptable to the City and will be incorporated into this agreement as Exhibit "B." Such certificate provided by Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) combined with ISO form CG 20 37 (Additional Insured – Owners Lessees or Contractors – Completed Operations). The contractor shall not commence work unless and until the Contractor has fully met the requirements for insurance and appropriate evidence, in the City's sole discretion, has been provided to and approved by the City.



- E. Both parties agree that the City may terminate this Agreement for any reason with ten (10) business days' written notice to the Contractor.

**5. NOTICE:**

Notice shall be provided in writing by certified mail return receipt requested, electronic mail, or customarily used overnight transmission with proof of delivery to the following parties, with mandatory copies, as provided below:

For City: Gregory P. Harrison  
City Manager  
City of Pompano Beach  
100 W. Atlantic Blvd., 4<sup>th</sup> Floor  
Pompano Beach, Florida 33060

Peter McGinnis  
Fire Chief  
City of Pompano Beach  
100 W. Atlantic Blvd.  
Pompano Beach, Florida 33060

For Contractor: Chris Powers  
VP of Government Sales  
3 Lakes Drive  
Northfield, IL, 60093

**6. GOVERNING LAW; VENUE; WAIVER OF TRIAL BY JURY:**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

**7. PUBLIC RECORDS:**

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
  4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.
- B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10 Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611**



**8. ASSIGNMENT.**

Neither party may assign its rights or obligations under this Agreement without the consent of the other.

**9. NONEXCLUSIVITY.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**10. INDEPENDENT CONTRACTOR.**

Both the City and the Contractor agree that the Contractor is an independent contractor and not a City employee. City shall not be liable for any wages, salaries, debts, liabilities, or other obligations for Contractor's employees, agents, or other representatives performing obligations of Contractor. Except as otherwise provided, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

**11. COMPLIANCE WITH ALL LAWS.**

In the conduct of its activities under this Agreement, the Contractor shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on the Contractor's part shall in no way relieve the Contractor from this responsibility. At its sole expense, the Contractor shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City.

**12. ENTIRE AGREEMENT.**

This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**13. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**14. INDEMNIFICATION.**

Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

- A. Contractor shall at all times indemnify, hold harmless, and defend the City, its officers, officials, employees, volunteers, and other authorized agents from and against any and all claims, demands, suits, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct



of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, directly or indirectly caused by its performance of services under this contract. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false, or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

- B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to the Contractor hereunder shall constitute specific consideration for the Contractor for the indemnification provided under this Article, and these provisions shall survive the expiration or early termination of this Agreement.

#### **15. SCRUTINIZED COMPANIES.**

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, the Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that the Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - ii. Is engaged in business operations in Syria.



Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after the Contractor has submitted a certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**16. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

**17. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in the Entity.
- C. Entity is not organized under the laws and does not have a principal place of business in a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- H. The undersigned is authorized to execute this affidavit on behalf of Entity.

**18. ANNUAL BUDGETARY FUNDING/CANCELLATION.**

This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission,

**19. SEVERABILITY.**

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF POMPANO BEACH

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

(SEAL)

Approved as to Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Witnesses:

Elizabeth Gordon

(Signature)

Elizabeth Gordon

(Print or Type Name)

Matthew Christoffel

(Signature)

Matthew Christoffel

(Print or Type Name)

Medline Industries, LP

By: [Signature]

Chris Powers, VP of Government Sales

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of May, 2025, by Chris Powers, as VP of Government Sales of Medline Industries, LP, an Illinois Corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY'S SEAL:



Christina Plotz  
NOTARY PUBLIC, STATE OF Illinois

(Name of Acknowledger Typed, Printed or Stamped)

705657

Commission Number



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**Solicitation Number: RFP #022422****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Medline Industries, LP, Three Lakes Drive, Northfield, IL 60093 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medical Supply Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be



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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell



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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased



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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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#### 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.



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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is



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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.



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## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies to the extent applicable, as mutually agreed, when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.



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C. **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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671q) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 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 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names



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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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**M. FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

**N. NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

**O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

**P. FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

**Q. CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

**R. U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

**S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

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

Jeremy Schwartz

Title: Chief Procurement Officer

5/19/2022 | 9:17 AM CDT

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

Medline Industries, LP

DocuSigned by:  
*Chris Powers*  
F3EA7A225B0648E...

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

Chris Powers

Title: VP of Government Sales

5/23/2022 | 11:16 AM PDT

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

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A84CC...

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

Chad Coauette

Title: Executive Director/CEO

5/23/2022 | 1:18 PM CDT

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



## RFP 022422 - Medical Supply Solutions

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### Vendor Details

Company Name: Medline Industries, Inc.

Does your company conduct  
business under any other name? If  
yes, please state: IL

Address: Three Lakes Drive  
Northfield, Illinois 60093

Contact: Lucas McGovern

Email: gov bids@medline.com

Phone: 847-837-2820

HST#: 36-2596612

### Submission Details

Created On: Wednesday February 23, 2022 09:43:51

Submitted On: Thursday February 24, 2022 09:44:00

Submitted By: Lucas McGovern

Email: gov bids@medline.com

Transaction #: 19eb95ee-24bf-442b-88c6-7ef88ce42f38

Submitter's IP Address: 73.36.19.189

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Medline Industries, LP.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or DUNS number:	Cage Code: 0PMN3 DUNS: 02-546-0908
5	Proposer Physical Address:	Three Lakes Drive
6	Proposer website address (or addresses):	Medline.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chris Powers, VP of Government Sales, Three Lakes Drive, Northfield, IL 60093 govbids@medline.com 847-837-2820
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lucas McGovern Analyst Three Lakes Drive, Northfield, IL 60093 lmcgovern@medline.com 847-837-2820
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A



Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Medline's roots date back to 1910 when A.L. Mills, the great grandfather of the current owners, owned a garment factory that manufactured textile products for general industry and the medical field. Jim and John Mills established Medline in 1966 together with five employee-shareholders. The company expanded to manufacturing and distributing commonly used medical and surgical equipment. Today, Charlie and Andy Mills, along with Jim Abrams, manage the company. Medline is now the fastest growing Medical and Surgical distributor in the country, with 2022 revenues in excess of \$20 Billion Dollars, and the only distributor that services the entire continuum of care. While Medline distributes over 450,000 products, more than 100,000 of those are self-manufactured Medline Brand products.
11	What are your company's expectations in the event of an award?	Medline's expectations are to grow sales utilizing this contract as a vehicle for state and local government customers interested in using cooperative contracting.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See supporting documents
13	What is your US market share for the solutions that you are proposing?	See supporting documents
14	What is your Canadian market share for the solutions that you are proposing?	N/A
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer/Distributor. Medline is the largest privately held manufacturer and distributor of Medical and surgical supplies, and owns its own distribution fleet. We sell over 500,000+ products.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Preferred Supplier of the Year (UT Supply Chain) 2021 SEAL Award for Environmental Initiatives National 101 Best and Brightest Companies to Work For
20	What percentage of your sales are to the governmental sector in the past three years	This is proprietary information
21	What percentage of your sales are to the education sector in the past three years	This is proprietary information
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MMCAP, Infuse, NPPGov, Sawik, Buyboard, OMNIA Partners. State Contracts: Illinois, New York, Pennsylvania, Delaware, Mass. Along with multiple county and city contracts as well.  Sales data is considered proprietary, but we do over \$25M in this market
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Medline holds multiple Federal contracts including MSPV, FSS (GSA), DAPA, ECAT and CMOP. Sales data is considered proprietary.

**Table 4: References/Testimonials**

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of NY	Theresa NingBin Kuo	518-474-0259
State of PA	Crystal Zelinski	717-346-8112
State of NJ	Christine Murphy	Christine.Murphy@treas.nj.gov

**Table 5: Top Five Government or Education Customers**

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
N/A	Government	Pennsylvania - PA	Medical/Surgical Supply distribution	N/A	\$5M
N/A	Government	New Jersey - NJ	Medical/Surgical Supply distribution	N/A	\$3.5M
N/A	Government	New York - NY	Medical/Surgical Supply distribution	N/A	\$3.5M
N/A	Government	California - CA	Medical/Surgical Supply distribution	N/A	\$2.5M
N/A	Government	New Jersey - NJ	Medical/Surgical Supply distribution	N/A	\$2.6M

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Medline has a growing salesforce of over 1400 reps, with both inside and a significant number of outside sales representatives. Our reps are separated by salesforce and customer type, in addition to having specialty reps such as skin health, home health, and textile reps, as well as sales specialists for most of our product categories. This contract will primarily be supported by our post-acute salesforce, which has more than 400 representatives, market sales directors, and managers. In addition, the contract will be supported by our customer service team in Dubuque, IA who are able to handle a variety of customer needs, with extended hours
27	Dealer network or other distribution methods.	Medline owns it's own fleet of truck, and is able to self-distribute. Medline does not anticipate using a dealer network.
28	Service force.	Medline's Customer Service Department touches the lives of all customers through world class customer service. Customer Service ensures customer satisfaction with all Medline products and services to build and maintain enduring relationships. The Medline Customer Service team is based in Dubuque, Iowa, as well as offsite locations in Illinois, California, and Ohio. More than 500 Customer Service Representatives daily serve and support Medline's sales force and customers. Fielding more than 7,000 calls per day, the team is ready for any critical or lifesaving need presented.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders can be placed online, by working with sales rep, or by calling our customer service team at 1-800-Medline. Orders will be placed directly with Medline, and ship from Medline warehouses (in some cases may ship direct from the manufacturer)
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Medline's general policy is that all calls be picked up within 2 rings, and that updates are provided within 24 hours. Our call center is open from 7A-7P EST.</p> <p>Medline Customer Service can handle all of following with one call resolution:</p> <ul style="list-style-type: none"> <li>Product Sales</li> <li>Order Placement by Phone/Email/Fax</li> <li>Order History</li> <li>Product Returns</li> <li>Product Inquiries</li> <li>Product Complaints/Quality Issues</li> <li>Order Status</li> <li>Order Tracking</li> <li>General Inquiries</li> </ul> <p>Other Specialty Service Departments include:</p> <ul style="list-style-type: none"> <li>SRS - Sales Rep/Division Support</li> <li>Consumer Sales</li> <li>Data Entry Department (Order Entry via Fax/Email)</li> <li>Embroidery and Cart Cover Order Entry and Support</li> <li>Product Support for Multiple Divisions</li> <li>Service Mailbox Support for Customers and Reps</li> <li>Dedicated Teams/Departments, such as ASR, DASM, DSR, DSM, NASR, OEM, PSM, Scientific, and Scrubs123</li> <li>Collections and Homecare</li> </ul>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Medline has a global footprint, and is currently growing with in the US as well. With 44 active distribution centers in the United States, including AK and HI. We already service government entities in all 50 states, and would be able to add Sourcewell participating entities with no problem.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	While the team responding to this e-mail is primarily US based, we do have a Medline Canada branch, and would be willing to explore utilizing this contract in Canada.



33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	While the team responding to this e-mail is primarily US based, we do have a Medline Canada branch, and would be willing to explore utilizing this contract in Canada.
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Medline is cooperative neutral, and while we do have relationships with other cooperatives, we will not promote one cooperative over another, and that includes Sourcwell as well.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Medline would initiate a joint press release with Sourcwell to announce to all members that Medline is on contract. Then Medline would identify potential contract customers we can look to transition. These accounts will be targeted to have them adopt the SOURCEWELL contract. Meanwhile we will build up inventory in all of our local warehouses. Contract pricing has been loaded at the time of the bid, so if awarded giving contract pricing is as simple as typing a quick group number into our system, or setting up accounts for non-Medline customers. Immediately upon award, a sales-wide bulletin will be released with details of the contract, and instructions on how to approach the accounts. The target list will be developed within the first month and the appropriate reps will call on each of the targeted accounts. Medline's marketing team will work with SOURCEWELL to create a customer facing Medline webpage highlighting the SOURCEWELL agreement with all information relevant to the contract including contract documents, contact information, account setup information, and a link to SOURCEWELL's site. Medline will also allocate marketing resources to develop co-branded marketing materials within 90 days of contract.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Medline is very experienced at promoting on multiple channels, both digitally and in print. As well as by tradeshow participation. Medline will work with Sourcwell to create a multi-faceted digital marketing campaign.
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	While Medline's responsibility is to promote the company and perform according to customer standards, Medline will view Sourcwell as a partner in promoting contracts. This may include talking about the benefits of utilizing Sourcwell contracts, talking about the bid process, and partnering on sales calls to establish new customer relationships.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Medline has a comprehensive website with full order and order review capabilities. In addition, we have the ability to interface with most punchout/edi systems. Our catalog is available through our website @ Medline.com.



Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Medline has a variety of both free and fee based value adds that can be accessed throughout the contract. This includes, but is not limited to: Product in-servicing, skin health assessments, Inco assessments, store room management, 3PL solutions, inventory storage/rotation, inventory management solutions, and Medline university.
41	Describe any technological advances that your proposed products or services offer.	Many of our programs are focused on best products and best practices to improve clinical outcomes.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a partner to the world's top health systems, we work to develop sustainable solutions for our customers, ranging from the creation of green products to the implementation of innovative waste reduction programs. In this way, we are able to reduce not only our own footprint, but the footprint of others.</p> <p>To conserve the earth's natural resources and help curb our GHG emissions, we invest heavily in renewable energy, green building standards and fuel-efficient transportation methods.</p> <p>As the largest private manufacturer of medical supplies, we recognize our responsibility to reduce waste throughout our supply chain.</p> <p>Since 2016, we've invested \$12.6 million in solar energy globally. Our portfolio consists of 1.2 million square feet of solar rooftop space that holds over 24,000 solar panels.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As the largest privately held supplier of Medical/Surgical supplies, we service the entire continuum of care. We have a significant portfolio of self-manufactured products, and an impressive distribution footprint. This ensure that our customers are getting the best products direct from the manufacturer.



**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Warranty's are dependent on product and can vary widely depending on manufacturer and product type. Please reach out to your Medline Sales rep for warranty details.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty's are dependent on product and can vary widely depending on manufacturer and product type. Please reach out to your Medline Sales rep for warranty details.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty's are dependent on product and can vary widely depending on manufacturer and product type. Please reach out to your Medline Sales rep for warranty details.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Warranty's are dependent on product and can vary widely depending on manufacturer and product type. Please reach out to your Medline Sales rep for warranty details.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty's are dependent on product and can vary widely depending on manufacturer and product type. Please reach out to your Medline Sales rep for warranty details.
51	What are your proposed exchange and return programs and policies?	Warranty's are dependent on product and can vary widely depending on manufacturer and product type. Please reach out to your Medline Sales rep for warranty details.
52	Describe any service contract options for the items included in your proposal.	Warranty's are dependent on product and can vary widely depending on manufacturer and product type. Please reach out to your Medline Sales rep for warranty details.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30, and we accept ACH, Check or Credit Card. Credit Cards may incur a processing fee of up to 2%.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Medline typically does not do leasing or financing options, however we can explore on a case-by-case basis.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	For account setup with government entities, all we need is a W9 and a sales tax exempt form. In some cases, if the account is currently utilizing another GPO we may require a letter of participation, formally requesting to switch GPO affiliation.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, there may be up to a 2% processing fee.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want. Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Medline will provide category discounts. Because Medline sells over 500,000 products, it is not possible to include at the SKU level. But products can be viewed on Medline.com. Please see attached for full pricing proposal. The two categories will be Medline Brand products, and Non-Medline/National Brand products.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	These will be minimum discounts off list price, but deeper discounting will be allowed.  30% off Medline List price for Medline Brand Products 25% off Medline List price for Non-Medline/National Brand Products
59	Describe any quantity or volume discounts or rebate programs that you offer.	Medline requests the ability to offer deeper discounts to provide more competitive pricing as needed. We will not be offering any rebate programs with this agreement.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"sourced" products will fall under our discount structure, no special procedure will be needed for these items.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight/Minimum orders:  A. Minimum Order Requirements: Three hundred and fifty dollars (\$350) B. Freight: Orders over minimum will ship free freight with the following exceptions: a. Emergency/rush orders b. Orders outside ship-schedule c. Non-stock or vendor direct ship items may incur freight charges C. Lost Products: All lost Products will be reported to Vendor's customer service department. Vendor will issue credit within ten (10) days of notification of lost Product; alternatively, re-shipment of missing Product will occur immediately after notification. D. Ship Schedule: Each account will be assigned a delivery schedule to provide consistent shipment points. Any orders occurring outside this ship schedule, or orders placed after ship cutoff may incur additional freight charges. E. Lead time: Standard lead time for stocked products is 2 days ARO, including in Alaska and Hawaii. F. Local Agreements: In some cases, local agreements may be negotiated which will supersede contract freight terms listed above. These agreements will be communicated to Sourcewell. G. White glove delivery, or installation may incur additional costs.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/Minimum orders:  A. Minimum Order Requirements: Three hundred and fifty dollars (\$350) B. Freight: Orders over minimum will ship free freight with the following exceptions: a. Emergency/rush orders b. Orders outside ship-schedule c. Non-stock or vendor direct ship items may incur freight charges C. Lost Products: All lost Products will be reported to Vendor's customer service department. Vendor will issue credit within ten (10) days of notification of lost Product; alternatively, re-shipment of missing Product will occur immediately after notification. D. Ship Schedule: Each account will be assigned a delivery schedule to provide consistent shipment points. Any orders occurring outside this ship schedule, or orders placed after ship cutoff may incur additional freight charges. E. Lead time: Standard lead time for stocked products is 2 days ARO, including in Alaska and Hawaii. F. Local Agreements: In some cases, local agreements may be negotiated which will supersede contract freight terms listed above. These agreements will be communicated to Sourcewell. G. White glove delivery, or installation may incur additional costs.



63.	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Freight/Minimum orders:</p> <p>A. Minimum Order Requirements: Three hundred and fifty dollars (\$350)</p> <p>B. Freight: Orders over minimum will ship free freight with the following exceptions:</p> <ul style="list-style-type: none"> <li>a. Emergency/rush orders</li> <li>b. Orders outside ship-schedule</li> <li>c. Non-stock or vendor direct ship items may incur freight charges</li> </ul> <p>C. Lost Products: All lost Products will be reported to Vendor's customer service department. Vendor will issue credit within ten (10) days of notification of lost Product; alternatively, re-shipment of missing Product will occur immediately after notification.</p> <p>D. Ship Schedule: Each account will be assigned a delivery schedule to provide consistent shipment points. Any orders occurring outside this ship schedule, or orders placed after ship cutoff may incur additional freight charges.</p> <p>E. Lead time: Standard lead time for stocked products is 2 days ARO, including in Alaska and Hawaii.</p> <p>F. Local Agreements: In some cases, local agreements may be negotiated which will supersede contract freight terms listed above. These agreements will be communicated to Sourcewell.</p> <p>G. White glove delivery, or installation may incur additional costs.</p>
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Medline has a wide variety of logistics solutions, which can be explored in detail with each individual customer. The majority of the customers will be serviced by MedTrans or by common carrier depending on order size and delivery needs; however we have many custom options including emergency orders, and rush delivery as well as warehouse pickup options.</p>

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>As we are GPO/Cooperative neutral, Medline believes in offering similar competitive pricing to all members serviced by the cooperatives. This ensures maximum value for customers, as well as a level playing field.</p>



Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The best way to ensure compliance is to be pro-active in training sales and operations on best practices with the contract. This includes training on membership and contract connection, as well as reporting duties. Medline will assign a contract analyst to this contract who will be responsible for all reporting requirements, and will do a monthly audit to ensure all members are included, and all fees are reported out. In addition Medline would be willing to schedule business/contract reviews to ensure any concerns are addressed.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sales Growth Contract Utilization Membership Growth Margin Growth Adjusted Fill Rate Backorders New Customers Transition of customers from National Brand items to Medline Brand items.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1% on net sales

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please see attached. Medline offers over 500K SKU's
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see attached for product category offering.



**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Equipment, supplies, PPE, products, accessories, and kits	<input checked="" type="radio"/> Yes <input type="radio"/> No	Medline manufactures our own line of many of these products and is the market leader in multiple categories. In addition we distribute most common national brands.
72	Instruments, tools, devices, and furniture	<input checked="" type="radio"/> Yes <input type="radio"/> No	Medline manufactures our own line of many of these products and is the market leader in multiple categories. In addition we distribute most common national brands.
73	Technology, hardware, and software designed for the delivery of services described in 71-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	While Medline excels at supplies and consumables, we do have some technology offerings, as well as partners who specialize in hardware and software supporting Medical/Surgical customers.
74	Training, consultation, technical support, and services related to the offering of the solutions in 71-73 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Medline has a wide variety of in-person and tech-based inservicing options available.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."



- Pricing - Pricing Proposal.zip - Thursday February 24, 2022 09:41:12
- Financial Strength and Stability - (PROPRIETARY FILE) Medline Comfort Letter Signed.pdf - Thursday February 24, 2022 09:36:22
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates - Medline Company Information.pdf - Thursday February 24, 2022 09:37:09
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document - (PROPRIETARY INFORMATION) Proposal Powerpoint .pptx - Thursday February 24, 2022 09:33:20

**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated



by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chris Powers, VP of Government Sales, Medline Industries, LP.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Medical_Supplies_RFP_022422 Thu February 17 2022 12:57 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Medical_Supplies_RFP_022422 Fri February 11 2022 02:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Medical_Supplies_RFP_022422 Wed February 9 2022 08:21 AM	<input checked="" type="checkbox"/>	2
Addendum_8_Medical_Supplies_RFP_022422 Tue February 8 2022 08:48 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Medical_Supplies_RFP_022422 Thu February 3 2022 04:30 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Medical_Supplies_RFP_022422 Wed February 2 2022 04:06 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Medical_Supplies_RFP_022422 Tue February 1 2022 07:47 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Medical_Supplies_RFP_022422 Tue February 1 2022 02:29 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Medical_Supplies_RFP_022422 Mon January 31 2022 04:21 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Medical_Supplies_RFP_022422 Wed January 19 2022 02:14 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Medical_Supplies_RFP_022422 Wed January 12 2022 01:47 PM	<input checked="" type="checkbox"/>	3



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661  CN101705524-Stnd-GAWUP-24-25	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Medline Industries, LP</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b></td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> riskmanagement@medline.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Safety National Casualty Corporation</td> <td><b>NAIC #</b> 15105</td> </tr> <tr> <td><b>INSURER B:</b> N/A</td> <td><b>NAIC #</b> N/A</td> </tr> <tr> <td colspan="2"><b>INSURER C:</b> See Acord 101 for Carrier Participation</td> </tr> <tr> <td colspan="2"><b>INSURER D:</b></td> </tr> <tr> <td colspan="2"><b>INSURER E:</b></td> </tr> <tr> <td colspan="2"><b>INSURER F:</b></td> </tr> </table>	<b>CONTACT NAME:</b> Medline Industries, LP		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> riskmanagement@medline.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Safety National Casualty Corporation	<b>NAIC #</b> 15105	<b>INSURER B:</b> N/A	<b>NAIC #</b> N/A	<b>INSURER C:</b> See Acord 101 for Carrier Participation		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> Medline Industries, LP 3 Lakes Dr Northfield, IL 60093																					

**COVERAGES****CERTIFICATE NUMBER:**

CHI-010941402-01

**REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL 4065036	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ SEE BELOW \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6675933	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION S</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		LDS 4065032 (AOS)	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A		Y	N/A	PS 4065034 (WI)	07/01/2024	07/01/2025	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Products/Completed Operations Liability			LSR-PCO-00561-24	07/01/2024	07/01/2025	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SIR applies per policy terms & conditions. The products/completed operations policy evidenced above is subject to self-insured retentions for various perils covered.

**CERTIFICATE HOLDER**

Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;"><i>Marsh USA LLC</i></div>
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