



NOTICE TO OFFEROR

Questions & Answers

RFP 26-S960

Competitive Solicitation by Region 14 Education Service Center

for

MEDICAL SUPPLIES AND RELATED GOODS AND SERVICES

See Question & Answer Acknowledgement included on the last page. Offerors should include this acknowledgement as part of their response to this Medical Supplies and Related Goods and Services solicitation.

The Answers to Questions received are issued as follows:

Question 1. We supply medical equipment and materials specifically for educational and training purposes, including simulation use. Our products are not intended for use on humans or animals. Given this, could you confirm whether this bid is applicable to our offerings?

Answer: Reference page 4, II. Scope, B. Scope of Work

Question 2. Is there a price lists (list of items) to be quoted and included with bid? If so, can you send me that list (excel)?

Answer: A price list is not available. It is up to the Offeror to determine what pricing information and format will be provided with their response.

Question 3. [Scope — Exhibit A §1.1, §3.2.A]

The RFP title is "Medical Supplies and Related Goods and Services." Could the Lead Public Agency confirm whether "medical supplies" is intended to include prescription pharmaceuticals (Rx), over-the-counter pharmaceuticals (OTC), controlled substances, vaccines, and related cold-chain products, or whether one or more of these categories is excluded from the Master Agreement scope?

Answer: Offerors are encouraged to respond with their full balance of line

Question 4. [Scope — Exhibit A §1.1]

Are pharmaceutical logistics services (e.g., DSCSA-compliant serialized handling, cold-chain transport at 2-8°C / -20°C / -80°C, returns and recalls management, licensed pharmaceutical wholesale distribution support) considered in scope as "Related Goods and Services"?

Answer: Reference page 4, II. Scope, B. Scope of Work

Question 5. [Scope — Exhibit A §3.2.A]

Section 3.2.A permits awarded suppliers to offer their "complete product and service offering / a balance of line." Will the Lead Public Agency require a single SKU-level catalog at submission, or is a category-level catalog with representative pricing acceptable, with the full SKU file delivered post-award?

Answer: It is up to the Offeror to determine what pricing information and format will be provided with their response.

Question 6. [Scope — Exhibit A §1.1]

Are durable medical equipment (DME), capital equipment (e.g., exam tables, beds, surgical lights), and laboratory instrumentation in scope, or is the agreement limited to disposable supplies?

Answer: See II. Scope, B. Scope of Work and C. Comprehensive Offering and Special Offers

Question 7. [Scope — Exhibit A §1.1]

Does the Master Agreement scope include emergency-preparedness and disaster-response staging packages (e.g., FEMA pre-positioned medical inventory) and, if so, are FEMA Special Conditions automatically applicable to those orders?

Answer: See page 4, II. Scope, B. Scope of Work. Offerors are encouraged to offer their Balance of Line. Suppliers should indicate if they can provide emergency preparedness and disaster-response staging packages and if they will agree to applicable FEMA Special Conditions.

Question 8. [Scope — Exhibit A §3.2.A]

Are services such as inventory management, on-site stocking, kitting, custom procedure trays, and managed-print formularies in scope as "Related Services"?

Answer: See II. Scope, B. Scope of Work and C. Comprehensive Offering and Special Offers

Question 9. [Award Structure — Exhibit A §1.4]

Section 1.4 states that if multiple Suppliers are awarded, those same Suppliers will be required to extend the Master Agreement nationally through OMNIA Partners. Could the Lead Public Agency clarify whether the intent is single-award or multi-award, and if multi-award, how product/service categories will be allocated among awarded Suppliers?

Answer: There is no specific anticipated number. Participating Public Agencies have the choice to participate in any contracts as a result of this solicitation.

Question 10. [Award Structure — Exhibit A §1.4]

If multiple Suppliers are awarded, will Participating Public Agencies have full discretion to choose which awarded Supplier they engage, or will there be a category-level routing mechanism?

Answer: Participating Public Agencies have the choice to participate in any contract as a result of this solicitation.

Question 11. [Award Structure — Exhibit A §1.5]

Will the Lead Public Agency consider awarding a separate or specialized lot for SDVOSB / small-business / diverse Suppliers, given the Section 8 Affirmative Socioeconomic Steps in the FEMA Special Conditions?

Answer: Region 14 will award contracts based on the evaluation criteria stated in the RFP.

Question 12. [Award Structure — Exhibit A §1.4]

Section 1.4 references that awarded Suppliers may negotiate Supplemental Agreements with Participating Public Agencies for specialized service requirements above the minimums of the Master Agreement. Could OMNIA Partners provide one or two redacted examples of Supplemental Agreements that have been used under prior cooperative awards in the medical supplies category?

Answer: Supplemental Agreements are negotiated directly between the Participating Public Agency and the Supplier; Region 14 and OMNIA Partners are not parties to those agreements.

Question 13. [Volume — Exhibit A §1.3]

Section 1.3 estimates approximately \$10 million in annual Master Agreement volume. Could OMNIA Partners share the historical volume range achieved by predecessor Master Agreements in the medical supplies category, broken down by Public Agency type (state, county, K-12, higher education, special districts, nonprofit) so Suppliers can calibrate Guaranteed Contract Sales realistically?

Answer: The requested information breakdown is confidential to OMNIA Partners.

Question 14. [Volume — Exhibit A §1.3]

Of the estimated \$10M annual volume, what proportion is attributable to the Lead Public Agency's own purchasing versus other anticipated Participating Public Agencies?

Answer: Region 14 ESC did not use predecessor Master Agreement for medical supplies.

Question 15. [Volume — Exhibit A §3.3.M]

The RFP requires Guaranteed Contract Sales for the initial three years. Will OMNIA Partners or the Lead Public Agency consider lower or ramped Guaranteed Contract Sales for SDVOSB / small-business Suppliers, given the time required for cooperative-wide adoption to reach full velocity?

Answer: Guaranteed Sales are not a requirement.

Question 16. [Volume — Exhibit A §3.3.M]

Section 3.3.M and Section 11 of the Administration Agreement state the 3% Administrative Fee is calculated against the greater of actual Contract Sales or Guaranteed Contract Sales. If actual sales fall below the guarantee in a given year, will the unmet guarantee carry forward as a credit against the next year's calculation, or is it absorbed?

Answer: Contract Sales and Guaranteed Contract Sales are calculated on an annual basis.

Question 17. [Volume — Exhibit A §1.3, §3.3.M]

Are existing Public Agency customers that a Supplier transitions onto the Master Agreement (per Section 2.1) counted toward Guaranteed Contract Sales from day one of the contract?

Answer: All reported sales are counted toward Guaranteed Contract Sales

Question 18. [Pricing — Exhibit A §2.2]

Section 2.2 requires the Supplier to match lower pricing if a Participating Public Agency is eligible for lower pricing through another national, state, regional, or local cooperative contract. What documentation will OMNIA Partners require from the Participating Public Agency to substantiate the lower pricing claim, and what is the expected response time for the Supplier to honor the match?

Answer: The Supplier is expected to understand their pricing models available to a Participating Public Agency and provide the lower pricing.

Question 19. [Pricing — Exhibit A §3.1.J]

What is the Lead Public Agency's expectation on frequency and format of pricing adjustments during the contract term — annual market-basket review, indexed quarterly adjustments, or a different cadence?

Answer: See IV. Region 14 - Terms and Conditions, Price Increases

Question 20. [Pricing — Exhibit A §3.1.J]

Will OMNIA Partners accept manufacturer price-change pass-throughs (with documentary proof) in between scheduled adjustment windows, particularly for commodities subject to sharp short-term volatility (e.g., glove latex, certain pharmaceutical APIs)?

Answer: OMNIA Partners does not hold the contract pricing. See IV. Region 14 - Terms and Conditions, Price Increases

Question 21. [Pricing — Exhibit A §3.2.A]

For the SKU-level pricing schedule, does the Lead Public Agency prefer pricing as a flat percentage discount off MSRP/AWP, a published net unit price, a cost-plus formula, or a hybrid?

Answer: See V. Evaluation, A. Availability of Products. It is up to the Offeror to determine what pricing format will be provided with their response.

Question 22. [Pricing — Exhibit A §3.3.N]

Section 3.3.N option (ii) allows responding to Public Agency solicitations with pricing lower than the Master Agreement's not-to-exceed schedule. If a Supplier provides a deeper discount to win a competitive Public Agency solicitation, does that lower price reset the not-to-exceed pricing for all other Participating Public Agencies, or does it apply only to the awarded Public Agency?

Answer: In this instance the lower price only applies to the awarded Public Agency.

Question 23. [Pricing — Exhibit A §3.1.L]

How does the Lead Public Agency wish volume-tier pricing to be structured — by individual Participating Public Agency annual spend, by aggregated cooperative-wide spend, or both?

Answer: It is up to the Offeror to determine what pricing format and structure will be provided with their response.

Question 24. [Pricing — Exhibit B §11]

The 3% Administrative Fee is calculated on "total purchase amount paid to Supplier, less refunds and credits on returns." For pharmaceutical orders that flow through a third-party licensed wholesaler under our network, is the Administrative Fee based on the Supplier's invoice to the Public Agency or on the wholesaler's invoice to the Supplier?

Answer: The Supplier's invoice to the Public Agency.

Question 25. [Logistics — Exhibit A §3.2.B]

Section 3.2.B asks Suppliers to identify any states or U.S. Territories where products will not be offered. For pharmaceutical wholesale distribution, state-by-state licensing is required. Will the Lead Public Agency accept a phased rollout for Rx categories where Aurelius Global will not yet hold a state license at contract execution but will obtain one prior to first order?

Answer: Offerors are encouraged to submit a proposal with their best estimate of rollout timelines.

Question 26. [Logistics — Exhibit A §3.2.B]

Does the Lead Public Agency or OMNIA Partners have minimum service-level requirements (fill rate, on-time delivery, backorder notification window, order accuracy) that all awarded

Suppliers must meet, or are SLAs negotiated through Supplemental Agreements with each Participating Public Agency?

Answer: Service levels can be negotiated through Supplemental Agreements. If the Supplier has a supplemental agreement it will ask Participating Agencies to sign, a sample of the Supplemental Agreement must be submitted with the proposal.

Question 27. [Logistics — Exhibit A §3.2.E]

What is the Lead Public Agency's expectation on minimum warehouse footprint and geographic coverage at contract execution versus during the first 12 months of the Master Agreement?

Answer: No minimum warehouse footprint or geographic coverage is specified for this solicitation.

Question 28. [Logistics — Exhibit A §3.2.D]

Section 3.2.D requires identifying all other companies involved in processing, handling, or shipping. For pharmaceutical orders fulfilled by a state-licensed wholesale partner, must each Participating Public Agency be specifically identified to that partner, or is a master partner-list disclosure to OMNIA Partners sufficient?

Answer: A list of companies involved in processing, handling, or shipping the products/service to end users should be included in the Offeror's response.

Question 29. [Logistics — Exhibit A §3.2.B]

For U.S. Territories (Puerto Rico, Guam, U.S. Virgin Islands, American Samoa, Northern Mariana Islands), is there a minimum service expectation (e.g., next-day vs. weekly consolidated freight), and does the Lead Public Agency accept that pricing in territories may include a freight differential above CONUS pricing?

Answer: It is up to the Offeror to determine what US Territories service and pricing will be provided with their response.

Question 30. [Technology — Exhibit A §1.2]

Section 1.2 references OPUS, the OMNIA Partners ecommerce platform. What are the technical specifications for catalog integration (file format, refresh frequency, EDI/punchout standards supported)?

Answer: Upon award, the Supplier and OMNIA Partners will discuss if OPUS makes sense for the Master Agreement. Upon mutual agreement between the Supplier and OMNIA Partners that it does make sense, technical specifications for OPUS will be provided at that time.

Question 31. [Technology — Exhibit A §1.2]

Are there additional technology fees beyond the 3% Administrative Fee for OPUS catalog integration, Quick Connect, or OMNIA Connect access? If so, what are the current rates?

Answer: Upon award, the Supplier and OMNIA Partners will discuss if OPUS makes sense for the Master Agreement. Upon mutual agreement between the Supplier and OMNIA Partners that it does make sense, any technology fees will be discussed and mutually agreed to.

Question 32 [Reporting — Exhibit B §12, Exhibit E]

Exhibit E is shown as a template with columns including Supplier Internal ID, ID, Name, Street Address, City, State, Postal Code, Transaction Date, Sales Amount, Admin Fee %, Admin Fee, Notes, etc. Could OMNIA Partners share the current production version of the Contract Sales Report template (with field-level data dictionary), as the template may have been updated since the version included in Appendix B?

Answer: The template in Exhibit E is the current version.

Question 33. [Reporting — Exhibit B §12]

For Suppliers serving Public Agencies through punchout integrations where the Public Agency's end-user identification is captured at the procurement-platform level rather than in the Supplier's ERP, what is OMNIA Partners' guidance on populating Participating Public Agency identifiers in the monthly Contract Sales Report?

Answer: ID does not need to be provided as long as full and accurate member information is submitted.

Question 34. [Reporting — Exhibit B §13]

ACH remittance of the Administrative Fee is required. Does OMNIA Partners support automated reconciliation via remittance-detail files, or is each remittance a flat lump-sum tied to the corresponding Contract Sales Report?

Answer: Automated remittance is acceptable; all Administrative Fees are to be paid via ACH.

Question 35. [Compliance — Exhibit F]

The Federal Funds Certifications include Davis-Bacon, Contract Work Hours and Safety Standards, and Buy America. For a medical-supplies and pharmaceutical-logistics scope, these provisions are typically dormant unless a specific Participating Public Agency uses federal funding tied to those statutes. Does OMNIA Partners require Suppliers to certify compliance only conditionally upon such use, or as a blanket affirmative certification at proposal stage?

Answer: The Supplier may choose to do either. However, historically, providing certification with a Supplier's RFP response has been more appealing to Participating Public Agencies.

Question 36. [Compliance — FEMA Special Conditions]

The FEMA Special Conditions apply when a Participating Public Agency is responding to an emergency or disaster recovery. Could the Lead Public Agency confirm that Aurelius Global's products and services would only be subject to FEMA pricing-disclosure and audit-flow-down obligations when the order is funded with FEMA assistance, and that ordinary Master Agreement orders are governed by the standard terms?

Answer: Each Participating Public Agency will have differing requirements and funding sources. It will be up to each Participating Public Agency to determine which requirements each of their purchases have. Traditionally, only products purchased with FEMA funds have FEMA requirements, but that is a decision each Participating Public Agency will make.

Question 37. [Compliance — Exhibit A §3.1.G]

For SDVOSB Suppliers, will the Lead Public Agency or OMNIA Partners actively report supplier-diversity participation back to Participating Public Agencies (e.g., quarterly reports) so the Participating Public Agencies can credit our spend toward their own diversity goals?

Answer: No, this type of report is not provided by Region 14 or OMNIA Partners.

Question 38. [Compliance — Exhibit B §6]

Section 6 of the Administration Agreement imposes obligations under data-privacy laws (Gramm-Leach-Bliley, CCPA, Massachusetts Data Security Regulations, Nevada N.R.S. § 603A, etc.). Could OMNIA Partners clarify whether the Supplier's obligations are triggered only when the Supplier processes Personal Information on OMNIA Partners' behalf, or whether routine end-user contact information (purchasing agent name, email, phone) at the Public Agency is also in scope?

Answer: Section 6 only imposes obligations to the extent they apply. Section 6 allows OMNIA to provide supplier access to its supplier Connect portal and other proprietary information that may include purchasing agent name, email and phone numbers, as well as spend data and to the extent those data privacy laws are applicable, suppliers are required to comply with those laws.

Question 39. [Compliance — Exhibit G]

Several New Jersey forms (DOC #1 Ownership Disclosure, DOC #5 Stockholder Disclosure) reference "contracting unit" or "public agency" placeholders. For Suppliers responding to a national cooperative under Region 14 ESC as Lead Public Agency, what entity name should be inserted in those placeholders?

Answer: Region 14 ESC is the public agency that will hold the resultant contract

Question 40. [Compliance — Exhibit G DOC #4]

The C. 271 Political Contribution Disclosure references political contributions covering elected officials within New Jersey jurisdictions. If the Supplier has no New Jersey political contributions and no New Jersey-resident principals, can the disclosure be satisfied with a "None" submission?

Answer: Contractor Instructions can be found on page two of the following NJ.com link:

[polit_contrib_disc_form.docx](#)

Question 41. [Compliance — Exhibit A §3.1.O, §3.1.P]

Beyond the SAM.gov Exclusions list, are there additional debarment or exclusion lists (e.g., HHS-OIG List of Excluded Individuals/Entities, GSA exclusions for healthcare-specific scope) the Lead Public Agency expects Suppliers to be cleared on, particularly given the medical and pharmaceutical scope of this Master Agreement?

Answer: There are no additional debarment or exclusion lists required for this solicitation.

Question 42. [Insurance — Exhibit B §3]

Section 3 of the Administration Agreement extends to OMNIA Partners all rights, privileges, and indemnifications afforded to the Lead Public Agency under the Master Agreement, including "appropriate insurance." Could the Lead Public Agency or OMNIA Partners specify the minimum insurance limits required (Commercial General Liability, Products & Completed Operations, Auto Liability, Umbrella, Workers' Compensation, Cyber Liability, and Professional/Errors & Omissions)?

Answer: Specific insurance limits are not listed in the RFP, the Offeror shall obtain and carry the appropriate amount of insurance to operate their business legally.

Question 43. [Insurance — Exhibit B §3]

Are Participating Public Agencies typically required to be named as additional insureds on the Supplier's general liability policy at the Master Agreement level, or is that handled at the Supplemental Agreement level for individual Public Agencies?

Answer: This is handled at the Supplemental Agreement level for individual Participating Public Agencies.

Question 44. [Insurance — FEMA Special Conditions]

For pharmaceutical orders, does the Lead Public Agency require a specific products-liability limit dedicated to pharmaceutical handling, or is the standard CGL Products & Completed Operations endorsement sufficient?

Answer: Specific insurance limits are not listed in the RFP, the Offeror shall obtain and carry the appropriate amount of insurance to operate their business legally.

Question 45. [Liability — Exhibit B §15, MICPA §10]

The MICPA states that disputes between a Procuring Party and Supplier are resolved in accordance with the law and venue rules of the State of purchase. Will the Master Agreement permit a Supplier to negotiate a reasonable contractual cap on indirect or consequential damages with each Participating Public Agency through Supplemental Agreement, consistent with industry practice?

Answer: Supplemental Agreement requirements typically capture additional requirements of the Participating Public Agency beyond what is stated in the Master Agreement. If a Supplier has

requirements for Participating Public Agencies, those requirements should be included in the Supplier's RFP response.

Question 46. [Marketing — Exhibit A §3.3.B-§3.3.C]

The 90-day plan is required to include attendance at NIGP Annual Forum, NPI Conference, and other trade shows. Is there a published list of mandatory events the Lead Public Agency expects awarded Suppliers to attend in Year One, or is event selection at the Supplier's discretion in coordination with OMNIA Partners?

Answer: Attendance at trade shows is in coordination with OMNIA Partners Partner Development. Individual events will be discussed and mutually agreed to.

Question 47. [Marketing — Exhibit A §3.3.D]

Section 3.3.D requires Suppliers to list current cooperative contracts and describe how the Master Agreement will be positioned among them. For Suppliers who hold no current national cooperative contracts in this category, does the Lead Public Agency view this as neutral, favorable (no conflicts), or unfavorable (no proven cooperative track record)?

Answer: This is subjective by evaluator. The entirety of the Supplier's response will be evaluated by the evaluators.

Question 48 [Marketing — Exhibit A §2.1]

Section 2.1 requires Suppliers to transition existing customers to the Master Agreement "upon their request." If an existing customer has a current bilateral contract with the Supplier at terms more favorable than the Master Agreement, must the Supplier honor the existing contract through its end date or is the Supplier expected to migrate the customer to Master Agreement terms immediately?

Answer: Supplier should include in their response how they propose to navigate this.

Question 49. [Marketing — Exhibit A §3.3.K]

What is the typical timeline OMNIA Partners observes from Master Agreement award through first revenue under the contract, based on prior medical-supplies cooperative awards?

Answer: Timelines are dependent upon Supplier engagement, contract implementation, contract launch, Participating Public Agency recognition of Supplier and how the Master Agreement compares to other industry contracts available to Participating Public Agencies.

Question 50. [Submission — OMNIA Partners online bidding system]

Are there proposal page, file size, or file count limits in the OMNIA Partners online bidding system, and what is the maximum size per uploaded attachment?

Answer: IonWave allows for a maximum file size of 250MB per file

Question 51. [Submission — Posting Notice]

Will OMNIA Partners host a pre-proposal conference or webinar between the question deadline (May 13, 2026) and the proposal due date (June 4, 2026)? If yes, will questions and answers from that session be circulated in writing to all registered Suppliers?

Answer: A pre-proposal conference will not be held.

Question 52. [Submission — Exhibit A §3.3.A]

Section 3.3.A asks Suppliers to identify portions of the response that should not be available on the OMNIA Partners website. Will OMNIA Partners honor a clearly marked confidentiality designation for financial statements, customer references, and warehouse-network specifics, while still posting the technical and pricing portions for Participating Public Agency due diligence?

Answer: OMNIA Partners will review the list of items provided by the Supplier and work with the Supplier to mutually determine what items should not be posted.

Question 53. [Evaluation — Exhibit A §1.4]

Could the Lead Public Agency share the evaluation criteria and weightings (e.g., price, qualifications, capacity, references, marketing approach, diversity) that will be used to score this RFP?

Answer: Evaluation criteria are provided in Section V. Evaluation

Question 54. [Evaluation — Exhibit A §1.4]

Does the Lead Public Agency anticipate conducting interviews, oral presentations, or BAFO (best and final offer) rounds with shortlisted Suppliers prior to award?

Answer: See V. Evaluation, F. Competitive Range or Shortlist, G. Oral Presentations/Interviews

Question 55. [Submission — Posting Notice]

After award, what is the anticipated effective date and term of the Master Agreement (initial term plus renewal options)?

Answer: The anticipated effective date is August 20, 2026. See IV. Region 14 – TEMS AND CONDITIONS, Term and Renewal

Question 56. [Submission — Exhibit A §1.1]

For Suppliers who are Service-Disabled Veteran-Owned Small Businesses (SDVOSB) or other certified small businesses, are there scoring preferences, set-asides, or evaluation tie-breakers applied by the Lead Public Agency or by OMNIA Partners?

Answer: There are no requirements or preferences for certified small businesses

Question 57. [Administration — Exhibit A §1.2]

Section 1.2 references that OMNIA Partners assigns a Director of Partner Development to each awarded Supplier. Approximately how many active suppliers does each Director of Partner Development manage, and what is the typical cadence of joint reviews?

Answer: This information is confidential to OMNIA Partners.

Question 58. [Administration — Exhibit B §14]

Section 14 of the Administration Agreement allows OMNIA Partners to engage a third party to conduct an independent audit of Supplier sales records. Will OMNIA Partners share the typical audit notice period and any standard scoping document so Suppliers can plan operationally?

Answer: Audit notification and scope are determined on a case by case basis.

Question 59. [Administration — Exhibit B §8]

If the Master Agreement is terminated or expires, Section 8 of the Administration Agreement states certain provisions survive. Are Participating Public Agencies allowed to issue purchase orders against the Master Agreement after expiration if the orders are issued before expiration, and how long does the Supplier remain obligated to fulfill at Master Agreement pricing?

Answer: Orders may be placed under the Master Agreement and Supplemental Agreements may be executed so long as the Master Agreement is effective. Supplemental Agreements may extend beyond the Master Agreement expiration. Supplier should indicate in their RFP response how they propose to establish pricing should a Supplemental Agreement extend beyond the Master Agreement term.

Question 60. [Administration — Exhibit A §1.4]

Section 1.4 permits Participating Public Agencies to enter Supplemental Agreements that may include diversity requirements (MWBE, HUB) above the Master Agreement minimums. Are Suppliers permitted to charge a documented incremental cost (per the same section) when a Supplemental Agreement creates additional risk or compliance burden?

Answer: This is addressed in Exhibit A, Scope of National Contract, Section 1.4. Award Basis

Question 61.

How do I access the content lists for the bidding? There is not an attachment for me to click on.

Answer: A price list is not available. It is up to the Offeror to determine what product, pricing information and format will be provided with their response

Question 62.

Will you be providing a pricing sheet?

Answer: A price list is not available. It is up to the Offeror to determine what product, pricing information and format will be provided with their response

Question 63.

Would Region 14 ESC allow offerors to provide a link to a price list published on the Offeror's website, viewable only to Region 14 ESC and the Offeror?

Answer: Yes

Question 64. Pricing Model / 12-Month Price Hold

Given current medical, laboratory, PPE, and equipment market conditions, many manufacturers and distributors will not guarantee published list prices or acquisition costs for a full 12 months. Will Region 14 ESC accept a pricing structure based on fixed category discounts from the manufacturer's then-current published list/catalog price, where the supplier's discount percentage remains firm but the underlying manufacturer list price may change when the manufacturer publishes updated pricing?

Answer: It is up to the Offeror to determine what product, pricing information and format will be provided with their response

Question 65. Manufacturer Price Increases During First 12 Months

If a manufacturer increases list pricing during the first 12 months after award, may the supplier update catalog pricing to reflect the manufacturer's published list price change while maintaining the awarded discount percentage, or would that be considered a prohibited price increase during the first 12 months?

Answer: See V. Evaluation, A. Availability of Products and Pricing, a.

Question 66. Quote-Based / Special-Order Items

For products without stable manufacturer list pricing, including special-order, custom-configured, cold-chain, hazmat, oversized freight, installation-related, discontinued/replacement, allocation-constrained, or market-sensitive items, may suppliers provide quote-based not-to-exceed pricing or category-based pricing structures rather than fixed SKU-level pricing?

Answer: It is up to the Offeror to determine what pricing information and format will be provided with their response

Question 67. State-Level eProcurement Fees

For public agencies that require purchases through their own state or agency-level eProcurement portals, are supplier-paid portal transaction fees — for example, North

Carolina eProcurement's goods transaction fee — in addition to the OMNIA Partners 3% administrative fee?

Answer: Yes

Question 68. Ability to Account for Agency-Specific Portal Fees

May suppliers account for agency-specific portal transaction fees, such as state or agency-level eProcurement fees, in quoted pricing, supplemental agreements, or agency-specific ordering terms, provided pricing does not exceed approved contract pricing?

Answer: Redlined exceptions to Exhibit B., Administration Agreement should be submitted with proposal documents.

Question 69. FOB Destination / Freight Included

The RFP references freight prepaid, F.O.B. destination unless otherwise clearly stated. May suppliers clearly exclude or separately quote freight, liftgate, inside delivery, white-glove delivery, cold-chain, hazmat, oversized equipment freight, furniture freight, installation, calibration, and expedited delivery charges?

Answer: See A. Availability of Products and Pricing, 3. Describe any Shipping charges.

Question 70. Balance-of-Line Pricing

For balance-of-line offerings, may suppliers provide pricing by product category, manufacturer, or catalog discount structure rather than submitting fixed pricing for every individual SKU?

Answer: See A. Availability of Products and Pricing, 1.

Question 71. Quarterly Price Updates

The RFP allows price increase requests quarterly with documentation and written approval. Does this quarterly process apply to manufacturer-published list price changes, freight surcharges, tariff changes, discontinued/replacement SKUs, and new product introductions?

Answer: See IV. Region 14 – Terms and Conditions, Price Increases, Products and Services Additions

Question 72. Guaranteed Contract Sales

Is a supplier required to provide Guaranteed Contract Sales for years one, two, and three, or may the supplier enter \$0.00 / no guaranteed minimum? If a supplier does not guarantee sales, will that negatively impact evaluation scoring?

Answer: Suppliers may enter \$0.00. Responses will be evaluated in their entirety.

Question 73. Administrative Fee on Guaranteed Sales

If a supplier provides Guaranteed Contract Sales but actual Contract Sales are lower, will the OMNIA 3% administrative fee be owed on the guaranteed amount rather than actual sales?

Answer: See Exhibit B, Supplier Response, 3.3 Marketing and Sales, M.

Question 74. Credit Card / P-Card Fees

May suppliers separately disclose and apply credit card or P-card processing fees where permitted by law and agency policy, or must such costs be included in contract pricing?

Answer: See A. Availability of Products and Pricing, #10

Question 75. Public Disclosure of Pricing

Because supplier responses and pricing may become public records, may suppliers designate manufacturer cost, margin structure, proprietary supplier agreements, detailed pricing formulas, customer lists, and confidential commercial information as confidential on a page-by-page and line-by-line basis?

Answer: See III. Instructions to Bidders, 4.Deviations and Exceptions and 8. Open Records Policy

Question 76. Existing State Contracts / Mandatory Contract Priority

If a Participating Public Agency has access to another mandatory or preferred state contract for a product category, such as a state medical products distribution contract, how does that affect the agency's ability to purchase from this OMNIA Master Agreement?

Answer: Participating Public Agencies determine which contract they use.

Question 77. New Product Additions

May suppliers add new products, manufacturers, product categories, replacement SKUs, or expanded balance-of-line items throughout the contract term, and if so, what is the approval process and frequency?

Answer: See IV. Region 14 – Terms and Conditions, Price Increases, Products and Services Additions

Question 78.

Please confirm that suppliers are not required to complete or submit Exhibit D, Lead Public Agency Certificate, Example, and that this exhibit is provided for reference purposes only.

Answer: Exhibit D is provided for reference and is not completed by Offerors.

Question 79. Solicitation Section 3.1(O)

Item O provides that the felony conviction reporting requirement does not apply to publicly held corporations. For a supplier that is wholly owned subsidiary of a publicly held parent, should the supplier check option (a)?

Answer: Offerors should review the document with their legal counsel to determine the best option.

Question 80. Solicitation Section 3.1(M)

Would Region 14 ESC please clarify or revise this question to limit the description period to matters occurring within the past five (5) years?

Answer: Offerors should clarify any response that they believe differs from Region 14's request.

Question 81. Solicitation Section V(C)(7)

Would Region 14 ESC please clarify or revise this question to limit the disclosure period to matters occurring within the past five (5) years?

Answer: Offerors should clarify any response that they believe differs from Region 14's request.

RECEIPT OF QUESTION & ANSWER ACKNOWLEDGEMENT

Offeror shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____