



**University of California, San Diego**

**Request for Proposal**

**002109-JUL2020-MED/SURG RFP 2018AO**

**UC San Diego Medical and Surgical Supplies**

**September 24, 2020**

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## **CONFIDENTIALITY STATEMENT**

The information in this proposal is confidential. Both Henry Schein Medical, a division of Henry Schein, Inc. (“HSI” or “Henry Schein”) and The University of California, San Diego (“Principal Procurement Agency”) will hold the information in confidence. Neither HSI nor Principal Procurement Agency will disclose the information in whole or in part to any other party without the prior, specific written permission of the other party. HSI’s agreement to and acceptance of these confidentiality obligations are confirmed by its presentation of this proposal. Principal Procurement Agency’s receipt of the proposal and of HSI’s presentation of it, constitutes Principal Procurement Agency’s agreement to and acceptance of these confidentiality obligations.

## **MUTUAL CONSENT**

All orders, terms and conditions that govern the relationship between HSI and Principal Procurement Agency shall be set forth in the mutually agreed upon agreement that is negotiated and agreed if HSI is awarded a contract resulting from this RFP, and may include terms and conditions not set forth in the RFP or HSI’s response. Terms and conditions as set forth in the RFP documents, letters and/or attachments submitted by HSI may be incorporated into the agreement as agreed upon by HSI and Principal Procurement Agency.

**University of California, San Diego**

# **REQUEST FOR PROPOSAL**

## **RFP Summary**

RFP Number: 002109-JUL2020-MED/SURG RFP 2018AO

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Title: UC San Diego Medical and Surgical Supplies

Purpose: The University of California, San Diego is looking to award a contract(s) to one or more medical and surgical suppliers in the following categories (but not limited to) medical consumables, surgical and examination gloves, intravenous and arterial supplies, general medical and surgical supplies, and medical apparel.

RFP Due Date: Thursday, September 24, 2020, by 4:00 p.m. (PST/PDT)

Issued By: University of California, San Diego

RFP Administrator: Andrea Orozco  
Life Science/Equipment Professional Buyer  
University of California, San Diego  
10280 N. Torrey Pines Rd., Ste. 415  
La Jolla, California 92037

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## SECTION 1: GENERAL INFORMATION

### *1.1.0 Purpose & Objectives of the RFP*

The purpose of this Request for Proposal (“RFP”) is for qualified suppliers to prepare and submit a proposal to furnish Medical and Surgical Supplies in accordance with the requirements set forth in this RFP.

The overall objective of this RFP is to award multiple qualified suppliers that will assist UC San Diego in establishing a sustainable program that provides medical and surgical supplies, exceptional customer service and cost effective processes to all University of California (UC) campuses, medical centers, and laboratories on a needed basis.

Supplier agrees to make available the services to any UC location and other public agencies upon the terms, conditions and pricing set forth in an agreement awarded in response to the supplier's proposal. OMNIA Partners will be supporting our efforts to market the outcome of the solicitation nationally.

### Scope of Work (SOW)

UC San Diego currently spends over \$300,000 on medical, surgical and related supplies and potential spend with the UC (10 Campus) system is \$3,600,000.

The intent of this solicitation is to establish the ability to purchase a comprehensive, wide variety of Medical and Surgical solutions, supplies, and services including, but not limited to, the following categories

- |                                     |   |
|-------------------------------------|---|
| 1. Ambulatory Products;             | 12. Medications (Over the Counter);           |
| 2. Apparel and Textiles;            | 13. Medical Waste Disposal Supplies;          |
| 3. Bath Safety;                     | 14. Needles and Syringes;                     |
| 4. Beds, Equipment and Accessories; | 15. Ostomy and Urology Products;              |
| 5. Diagnostic Equipment;            | 16. Personal Care Products;                   |
| 6. Dietary Supplements;             | 17. Respiratory Care;                         |
| 7. Surgical or Examination Gloves;  | 18. Wound Care;                               |
| 8. Housekeeping Supplies;           | 19. Rental of Equipment; and                  |
| 9. Incontinent Care;                | 20. Associated Services such as “kitting,”    |
| 10. Infusion/IV Supplies;           | product management, product optimization,     |
| 11. Laboratory Supplies;            | inventory control, inventory management, etc. |

The information above serves as an estimate only to assist suppliers while preparing proposals. The figures provided are indicative of the potential business volume and complexity of the account. ***However, the University does not and cannot guarantee any specific quantities or business volume during the agreement period or any extensions thereto.***

### ***1.2.0 About UC San Diego***

UC San Diego is an academic powerhouse and economic engine, recognized as one of the top public universities. Innovation is central to who we are and what we do. Students learn that knowledge isn't just acquired in the classroom—life is their laboratory. UC San Diego is dedicated to the advancement of knowledge through excellence in education and research at the undergraduate, graduate, professional school and postdoctoral levels. The campus is committed to community engagement, public service and industry partnerships in order to advance the health and well-being of our region, state, nation and the world. Our academic community of world-renowned faculty, bright students and dedicated staff is characterized by a culture of interdisciplinary collaboration and innovation which spans the globe. To foster the best possible working and learning environment, our university strives to maintain a climate of fairness, cooperation, and professionalism, which is embodied in our campus Principles of Community. UC San Diego embraces diversity, equity, and inclusion as essential ingredients of academic excellence in higher education. UC San Diego's rich academic portfolio includes seven undergraduate colleges, five academic divisions and five graduate and professional schools. The university's award-winning scholars are experts at the forefront of their fields with an impressive track record for achieving scientific, medical and technological breakthroughs.

### ***1.3.0 About OMNIA Partners***

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Exhibits A through H contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and nonprofits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the supplier, OMNIA Partners provides marketing and administrative support for the supplier that directly promotes the supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the supplier's need to respond to additional competitive solicitations. As such, the supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide supplier and respond to the OMNIA Partners documents (Exhibits A, F, and G).

While no minimum volume is guaranteed to the supplier, the estimated annual volume of Medical and Surgical Supplies purchased under the Master Agreement through OMNIA Partners is approximately \$50 million. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the supplier and OMNIA Partners.

**1.4.0 Issuing Office and Communications Regarding the RFP**

This RFP and any subsequent addenda to it is being issued by the University of California, San Diego Procurement Department. The UC San Diego Procurement Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP; and is the only office authorized to change, modify, clarify, etc., the specifications, terms and conditions of this RFP and any agreement(s) awarded as a result of this RFP. The University shall not be responsible for the failure of any prospective supplier to receive any subsequent addenda.

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to the RFP Administrator:

Andrea Orozco  
Procurement Buyer - Life Science  
UC San Diego IPPS

Phone: 858-534-5730

Email: [pur-anorozco@mail.ucsd.edu](mailto:pur-anorozco@mail.ucsd.edu)

Antony Esquer  
Procurement Supervisor - Life Science  
UC San Diego IPPS

Phone: 858-534-1479

Email: [amesquer@ucsd.edu](mailto:amesquer@ucsd.edu)

**1.5.0 RFP Dates**

Suppliers interested in submitting proposals in response to this RFP should do so according to the following schedule. Should suppliers fail to adhere to the dates and times (all times Pacific Time) for performance specified below, they will be disqualified.

Anticipated Action	Anticipated Action Date
Electronic RFP Issue Date	Friday, August 21, 2020
Pre-Proposal Zoom Call (Recommended)	August 26, 2020 9:00am (PST/PDT) <a href="https://ucsd.zoom.us/j/95680665355">https://ucsd.zoom.us/j/95680665355</a>
Deadline for Supplier Q&A via Discussion Forum	August 31, 2020 at 5:00pm (PST/PDT)
University's Response to Supplier Q&A	September 9, 2020 at 5:00pm (PST/PDT)
Deadline for RFP Response	September 24, 2020 at 4:00pm (PST/PDT)
Evaluation Timeline	September 25, 2020 to September 30, 2020
Supplier's Finalist(s) Review	September 30, 2020 to October 12, 2020
Award Announced	October 13, 2020 at 4:00pm (PST/PDT)

**Non-Mandatory Pre-Proposal Conference**

Pre-Proposal Conference will be held on August 26th, 2020 at 9:00am PT (<https://ucsd.zoom.us/j/95680665355>). Attendance at this conference is not mandatory. If a supplier is unable to attend the Pre-Proposal Conference questions may be submitted in writing through the discussion board within CalUSource. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the Request for Proposal. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the University of California at this conference. The University of California will then determine the appropriate action necessary, if any, and may issue a written addendum to the Request for Proposal. Oral statements or instructions will not constitute an addendum to this Request for Proposal.



The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP. It is the supplier's responsibility to read the entire document and any addendums, and to comply with all requirements listed herein.

### ***1.6.0 National Program***

Include a detailed response to Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how the supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

The successful supplier will be required to sign Exhibit B, OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

### ***1.7.0 Instructions for Submitting Proposals***

All prospective suppliers must follow the format specified in this RFP. Submit your proposal using the CalUsource Public bid site, which is the University of California fully integrated web-based procurement solution for sourcing, contracting and spend that will be used for collaboration and efficiencies for this project. The registration for CalUsource is <https://calusource.net/login/>. On these pages, you'll find a variety of resources to support you in using CalUsource. For technical assistance, please contact [support@gep.com](mailto:support@gep.com). Incomplete proposals are subject to disqualification. No mailed, telephone, emailed, facsimiled, or late proposals will be considered. Unless the University is notified that the CalUsource portal is equally unavailable to all UC's qualified suppliers, the supplier's inability to enter their response into CalUsource will not be accepted as reason for a late response.

### ***1.8.0 Proposal Format Guidelines***

Submit your proposals via the CalUsource Questionnaire section. Proposals must provide a complete response to all requirements stated in the RFP and comply with the specifications and all legal requirements.

### ***1.9.0 Proposal Evaluation and Contract Award***

This solicitation, the evaluation of proposals and the award of any resulting agreement shall be made in conformance with applicable University policies and California law. The University reserves the right to withdraw this RFP provided it has not already awarded a contract to one of the suppliers or began negotiations with the apparent awardee(s). The University reserves the right to accept or reject proposals in part or in whole, without further discussion. In addition, the University may make multiple awards as a result of this solicitation. All documents submitted to UC San Diego on behalf of this RFP will become the exclusive property of the University and will not be returned. Additionally, the University of California reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, the University of California may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The University of California shall not reimburse the supplier for the costs associated with the interview process.

Any agreement(s) resulting from this RFP will be awarded to the responsive and responsible supplier(s) whose proposal, in the opinion of the University, offers the greatest benefit to the University when considering the total value, including, but not limited to, the quality of products, service, total cost, trade-ins, upgrades, available volume discounts, shipping, value added items and other miscellaneous charges.

**Proposals will be evaluated by an assigned UC San Diego commodity team using a multiple-step evaluation method as outlined below:**

**Step 1:** Proposals will be reviewed to determine if they are "administratively responsive": All required items provided, all deadlines met, all forms filled out completely, proposal formatted and submitted as required. In order

to comprehensively evaluate the proposals received, the University of California, may seek additional information or clarification from one or more of the suppliers.

**Step 2:** Qualitative responses will be evaluated by the University using a quality points system. The evaluators will examine each supplier's narrative response through the application of uniform criteria, evidencing its ability to meet or exceed the University's program requirements for Medical and Surgical Supplies. In addition to materials provided in the proposals, the evaluators *may* request additional information from the supplier and others which may include site visits, oral presentations, product testing, additional information or references to make their determination of quality points awarded; however, UC San Diego is under no obligation to pursue or consider any additional information not included in the original proposal.

**Step 3:** Financial (Pricing) Proposals will be reviewed to determine Total Cost.

**Step 4:** Sustainability Specifications

UC San Diego has a long history of being leaders in sustainability, including environmentally and socially responsible purchasing.

For example, in 2018, the University of California expanded its [UC Sustainable Practices Policy](#) to include environmentally preferable purchasing. Among other directives, these policies advise the UC to:

- Determine the appropriate sustainability requirements to be included in RFPs,
- Recognize and value the total cost of ownership, closed-loop systems, and contribution to LEED credits when evaluating suppliers,
- Recognize recycled content and third-party certifications, and negotiate better pricing on products with these recognized criteria where opportunities exist,
- Require suppliers to report quarterly on the UC's spend on environmentally preferable products,
- Require suppliers to document their packaging practices, verify compliance with the UC's packaging criteria, and work with its suppliers to establish end-of-life reuse, recycling, or "take-back" programs at no extra cost to the University.

In addition, the UC Sustainable Practices Policy identifies green building design and operation standards, a zerowaste by 2020 target, a climate neutrality goal by 2025, and stringent water consumption reduction goals.

**Step 5:** The supplier(s) may be selected as a finalist and undergo further evaluation or as an apparent awardee. These supplier(s) proposals will be reviewed to determine if they are financially responsible. Exclusive or concurrent negotiations may be conducted with responsible supplier(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Supplier(s) shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing supplier(s).

The University believes that previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Supplier's potential to successfully fulfill the requirements defined in this RFP. The University of California reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any supplier submitting a proposal.

**Determination of Quality Points:** All criteria listed in Section 2: Minimum Mandatory Requirements must be agreed to by supplier before any further response will be evaluated. Factors that will be used to evaluate proposals may include the following; however, other pertinent factors may also be considered:

Responsive proposals will be evaluated using a Best Value method. Best Value means the most advantageous balance of price/cost, quality, service performance and other elements, as defined by the University. University evaluators will determine the proposal's value by scoring the proposals based on a uniform set of weighted evaluation criteria. Each proposal's Best Value score will be the average of all evaluators' total scores awarded for the proposal. The University will then determine each proposal's price score by the following method. The University will have determined the maximum possible price score prior to the proposal due date. The proposal with the maximum possible price score will be considered the lowest responsive proposal.

All other responsive proposals will receive a proportion of the maximum possible price score equal to the quotient of the lowest proposal's cost divided by that proposal's cost. Each proposal's price score will be added to that proposal's quality point score to get that proposal's total score. The proposal with the highest total score will be considered the "Best Value". The proposal with the next highest total score will be considered the second-best value, and so on. The University will then determine if the Supplier submitting the best value proposal is responsible. The apparent RFP winner will be the responsible supplier submitting the best value proposal.

Example:

**Sample Price/Cost Normalization**

**Total Price/Cost Points Available -500**

Supplier #1: Low supplier at \$50,000 receives maximum points	Supplier	500
#2: Next lowest supplier at \$55,000 receives 90.9% of max points	Supplier	455
#3: Highest supplier at \$60,000 receives 83.3% of max points		417

### ***1.10.0 Proposal Preparation Costs***

All costs incurred in the preparation and submission of proposals and related documentation, including supplier presentations to UC San Diego, will be borne by the supplier.

### ***1.11.0 Errors and Omissions***

If the supplier discovers any discrepancy, error or omission in this RFP or any of its Attachments, Appendices, Exhibits or Addenda; UC San Diego should be notified immediately and a written clarification/notification will be issued to all suppliers who have been furnished a copy of this RFP for proposal purposes. No supplier will be entitled to additional compensation for any error or discrepancy that appears in the RFP where UC San Diego was not notified and a response provided.

### ***1.12.0 Proposal Acceptance Period***

All proposals shall remain available for University acceptance for a minimum of 120 days following the RFP closing date.

### ***1.13.0 Initial Contract Term and Optional Renewal Term(s)***

The anticipated term of any agreement issued as a result of this RFP will be for an initial period of five (5) years. The University may, at its option, exercise three (3) additional one-year extensions for a total of eight (8) years on the same terms and conditions.

### ***1.14.0 Disclosure of Records and Confidentiality of Information***

This RFP, together with copies of all documents pertaining to any award or agreement, if issued, shall be kept for the period required by law and made part of a file or record, which shall be open to public inspection. If the supplier's response contains any trade secrets or proprietary information that should not be disclosed to the public or used by University for any purpose other than evaluation of the response, the top of each sheet of such information must be marked with the following legend: "CONFIDENTIAL INFORMATION".

All information submitted as part of a response after an award has been made, must be open to public inspection (except items marked as "Confidential Information" and considered trade secrets under the California Public Records Act). Should a request for information be made of the University that has been designated as confidential by the supplier and on the basis of that designation, University denies the request for information; the supplier shall be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

A supplier may not distribute any announcements or news releases regarding this RFP without the prior written approval of the University.

**1.15.0 Marketing References**

The successful supplier shall be prohibited from making any reference to the University, in any literature, promotional material, brochures or sales presentations without the express written consent of the University of California with the exception of the approved marketing methods already approved in Lead Agency Marketing Plan.

The University of California trademarks are protected by Federal Trademark and California State laws. Any use, therefore, of any UC Trademarks is prohibited, in whole or in part, without the prior written consent of UC San Diego, as applicable.

**1.16.0 Reporting Requirements**

Supplier agrees to provide reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

**1.17.0 Service Level Requirements**

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide, but not limited to, the following minimum service standards:

Normal delivery	next business day
Rush delivery	within 4 hours
Pick up returns	within 2 business days
Request for reports	within 5 business days
Order fill rate	98%
Delivery accuracy	98%
Delivery, on-time	98%
Invoice/billing accuracy	98%
Customer service satisfaction	98%

**1.18.0 Program Requirements**

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and supplier-observed holidays. Supplier provides UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact the

supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery) - by 3:30 pm Pacific Time  
Storehouse (drop ship delivery) - by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) hours after supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Rush Delivery Requirements. Supplier agrees to deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush delivery orders for same day delivery must be requested by UC prior to 1:00 pm Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts, to provide same day delivery for rush orders UC places after 1:00 pm Pacific Time.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Items under \$20.00 do not need to be physically returned to the Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back-order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. UC will approve the content and be responsible for the tabulation of these surveys.

No Minimum Order. There shall be no minimum order requirement.

No Substitutions. No substitutions of alternate items for products ordered will be permitted except with the express approval from authorized UC San Diego personnel. The supplier may not substitute or exchange a different brand or generic product or package size without written authorization.

### ***1.19.0 Changes to the Services***

UC may change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to the supplier describing the changes in appropriate detail. If an Amendment does not require the supplier to incur any additional material costs or expenses, then the supplier will make the modification within ten (10) business days of supplier's receipt of UC's Amendment. If an Amendment does require that supplier incur additional material costs or expenses, then supplier will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of supplier's receipt of UC's Amendment. UC will notify supplier in writing within ten (10) business days after receipt of supplier's response to the Amendment as to whether UC wishes supplier to implement the Amendment based on the response. UC will compensate supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

***1.20.0 Right to Cancel/Modify***

The University reserves the right to change any aspect of, cancel, or delay this RFP, the RFP process and/or the program outlined within this RFP at any time. Notice shall be provided in a timely manner thereafter. The University may award the contract without further discussion or may enter into negotiations with the apparent RFP winner. Should the apparent RFP winner fail to accept the award, the University may determine that the supplier has abandoned its Proposal. The University may then enter into negotiations with the responsible supplier submitting the second best value proposal. If that supplier fails to accept the award, the University may determine that that supplier has abandoned its proposal and enter into negotiations with the responsible supplier submitting the third best value proposal and so on to each successive responsible best value supplier until an award is made and accepted.

***1.21.0 Right to Make No Award***

The University reserves the right to reject all proposals and to make no award. Unless stated otherwise in this RFP, the University reserves the right to make multiple awards or to award items separately or in the aggregate as the interests of the University may appear.

***1.22.0 Invoicing Method***

UC San Diego has partnered with Transcepta Global Network for invoice automation. Participation is free and registration and connection only takes a few minutes. Transcepta accepts invoices in the following ways: email, virtual printer, cXML, and EDI. For more information on Transcepta refer to <https://ipps.ucsd.edu/supplier-resources/goods-services/invoicing/transcepta.html>.

***1.23.0 Payment Method and Terms***

As a UC San Diego supplier payment will be issued via Virtual Credit Card. Virtual Credit Card is a card-less Visa credit card product. Credit card number and credentials are emailed to your selected Accounts Receivable contact. Terms are net 10 days. Standard credit card processing fees apply. For more information on this payment method refer to <https://ipps.ucsd.edu/supplier-resources/goods-services/payments/virtual-card.html>.

***1.24.0 Contract Form***

Any contract awarded pursuant to this RFP will be in writing and incorporate the RFP requirements and specifications, as well the contents of the supplier's proposal as accepted by the University.

***1.25.0 University of California Terms and Conditions of Purchase***

The University of California Terms and Conditions of Purchase, Appendices, and Exhibits, unless specific exceptions are taken and alternative language or provisions are mutually agreed upon, shall be incorporated into the purchase agreement resulting from this RFP.

**SECTION 2: MINIMUM MANDATORY REQUIREMENTS**

Minimum Mandatory Requirements are defined as requirements essential to UC San Diego for proposal consideration. Disqualification from the RFP process may result from supplier's failure to agree and/or be in compliance with any one or more of the following requirements. Complete the form in CalUsource. Indicate acceptance by providing your initials.

- Proposals must be submitted via CalUsource in accordance with the timeline established in the Medical and Surgical Supplies RFP. No late proposals will be accepted. Any proposal received after the specified deadline for submission shall result in automatic disqualification.
- Suppliers may not collude.
- Suppliers must operate within the guidance of all federal and state labor codes.



- Proposals must not contain any provisions reserving the right to accept or reject an award or to enter into an agreement containing terms and conditions that are contrary to those in the solicitation.
- Suppliers must be able to maintain the necessary insurance (See Article 9 of the University of California Terms and Conditions of Purchase).
- Suppliers must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
- All suppliers must attach any business classifications and certifications.

In addition to the information required above, UC San Diego may request additional information from either the Supplier or others and may utilize site visits and Supplier presentations, as reasonably required by the University to verify the Supplier's ability to successfully meet the requirements of this RFP. The University also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Supplier's ability.

## SECTION 3: PRICING

**Supplier proposals must address all the listed requirements in the order presented with a response acknowledging an understanding of and approach to fulfilling the requirements.**

### 3.1.0 Price Quotation

UC San Diego recognizes that each supplier may not carry exactly the same manufacturer's Medical and Surgical Supplies or lines. It is important to emphasize to all prospective suppliers that the designation/reference to any manufacturers, part numbers, product or brand trade names is NOT intended to limit proposals (be restrictive) from specific manufacturers, distributors or models, rather it is meant to convey the general style, type, character and quality desired for the intended use. If the supplier does not carry a particular brand as specified in the attachments, they are encouraged to quote a substitute with technical equivalence and equal unit of measure. Suppliers must provide the following pricing data:

1. Please complete Attachment 1, based on specified UC San Diego requirements as defined in this RFP.
2. Suppliers must provide the following pricing data:
  - a. Net UC San Diego price listed by item in Attachment 1. Suppliers must quote on the exact products specified on the attached Cost Proposal Spreadsheet or quote substitute Products of equivalent quality/performance/function by completing and uploading the Cost Proposal Spreadsheet. Supplier failure to comply with the requirements specified in this Paragraph may be subject to disqualification.
  - b. Net UC San Diego price, specified as a percentage discount from the published list price for Medical and Surgical Supplies not included in the Cost Proposal Worksheet, but which are available in the supplier's standard catalog. Also, at a minimum, suppliers must specify proposed discounts for the categories and related subcategories listed in section 1.1.0 Purpose & Objectives of the RFP, Scope of Work.
3. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, or any other value-added services.
4. Provide all available ordering methods - online ordering, order tracking, search options, and order history.

\*Net (cost less discount) is defined as "all inclusive" including the various services to be provided. There shall be no separate charges, fees, handling or other incidental costs.

### 3.2.0 Price Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

### Henry Schein Response:



### ***3.3.0 Manufacturer Price Decreases***

The supplier is advised that there is no mandatory use policy at UC San Diego. The supplier still must compete with other vendors for departmental orders. Therefore, it is essential that the manufacturer price decreases be passed on to the University immediately and the supplier agrees to do so. Further, the supplier will provide notice to UC San Diego of all such price changes in a timely manner. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, supplier may conduct sales promotions involving price reductions for a specified lesser period.

Supplier may offer products and pricing specific to a Participating Entity's requirements. In the event the supplier and Participating Entity agree to a pricing structure that may contain any item on the UC market basket of items pricing list with unit pricing lower than that being offered under the Contract, the UC agrees that such pricing is allowed to be offered to that Participating Entity, and is not required to be provided to the UC's or any other Participating Entity or group of Participating Entities, only if the total cost of purchase be no less than the UC contract unit price including supporting incentives and service.

### ***3.4.0 New and Discontinued Items***

UC San Diego recognizes that product additions and deletions to the selected supplier's offerings are likely to occur during the life of any resulting agreement from this RFP.

- **New Products:** Similar products will be categorized within awarded categories as defined and agreed to by UC San Diego with respect to discount structure, net price or total cost. If the supplier offers products that are substantially different from awarded categories, UC San Diego and the Seller may enter negotiations.
- **Discontinued Products:** Supplier shall notify the University sixty (60) Days in advance of any products being discontinued. Replacement of any discontinued product(s) should be offered to the University at the same price structure or better of the original product and with the expressed consent of UC San Diego.
- **Unit of Measurement Changes:** Supplier shall notify the University sixty (60) days in advance of any UOM changes.

### ***3.5.0 Balance of Line/Comprehensive Product Offering***

Each supplier awarded an item under this solicitation may offer their complete product and service offering for Medical and Surgical Supplies. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the supplier's retail price list. The pricing percentage discount offered must be entered on the Category Discount tab in the Cost Proposal Worksheet of the supplier's response. The University of California reserves the right to accept or reject any or all balance of line items offered. Each University of California campus may choose to require a supplier to restrict particular categories with their ecommerce offering. A successful supplier may or may not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.



### ***3.6.0 Federal Funds Pricing***

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide supplemental alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

**EXHIBIT A****RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1 Requirement**

The University of California, San Diego (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Medical and Surgical Supplies. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master

Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner

compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

### 3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

#### 3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

Henry Schein Response:

Henry Schein, Inc. (NASDAQ:HSIC) is a solutions company for health care professionals powered by a network of people and technology. With more than 19,000 Team Schein Members (Henry Schein employees) worldwide, the Company's network of trusted advisors provides more than 1 million customers globally with more than 300 valued solutions that improve operational success and clinical outcomes. Over the course of 88 years, Henry Schein, Inc. has frequently reinvented the organization to meet customer needs, taking advantage of new technologies and tapping into burgeoning markets. Henry Schein has a sales and marketing approach that is uniquely integrated, with approximately 3,400 field sales consultants (including equipment sales specialists), approximately 2,100 telesales representatives, and more than 170 equipment sales and service centers worldwide. A Fortune 500® Company and a member of the S&P 500® and the NASDAQ 100® indexes, Henry Schein is headquartered in Melville, N.Y., and has operations or affiliates in 31 countries. The Company's sales from continuing operations reached \$10 billion in 2019, and have grown at a compound annual rate of approximately 13% since Henry Schein became public in 1995.

- B. Total number and location of sales persons employed by Supplier.

Henry Schein Response:

Henry Schein has a sales and marketing approach that is uniquely integrated, with more than 3,400 field sales consultants (including equipment sales specialists), more than 2,100 telesales representatives, 90 Strategic account managers, Regional/National account managers, Capital equipment, clinical/point of care lab specialists and more than 170 equipment sales and service centers worldwide

- C. Number and location of support centers (if applicable) and location of corporate office.

Henry Schein Response:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Corporate headquarters information is below:

135 Duryea Road

Melville, NY 11747

Phone: 1-631-843-5500

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

Henry Schein Response:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

In addition, we have provided a link below to our annual report that outlines our credit worthiness and financial stability.

<http://investor.henryschein.com/static-files/0c29fed7-a13e-47bc-9aaa-d855c8773e1d>

E. Describe any green or environmental initiatives or policies.



### **Henry Schein Response:**

At Henry Schein, Inc., we believe that an important part of "helping health happen" is protecting the health of planet earth. Committed to doing our part, Henry Schein embraces environmental stewardship as a pillar of our corporate social responsibility efforts. As a trusted advisor to our customers, we help health professionals who are concerned about the environment to "green" their practice. We work with more than 19,000 Team Schein Members around the world to ensure that each member of the Henry Schein family has the tools and information they need to minimize our footprint on the environment. At Henry Schein, Inc., we firmly believe, together we can make a difference.

### **How is Henry Schein Green?**

#### **LEED Certification**

- Each of our offices in Melville, NY achieved LEED (Leadership in Energy and Environment Design) Certification. This certification recognizes that our corporate offices have been designed to conserve energy and water, reduce waste and greenhouse gas emissions, and be safe and healthier for workers. According to the U.S. Green Building Council, companies that participate in the LEED process demonstrate "leadership, innovation, environmental stewardship and social responsibility".

#### **Lighting**

- We have made significant improvements to the energy efficiency of the lighting in our facilities.
- 100% of the Henry Schein Dental Sales and Service Centers have energy efficient fluorescent lighting.
- Motion-activated light sensors, installed throughout our offices, also significantly drive down energy consumption.
- Corporate Facilities team replaced all the metal halide parking lot light fixtures with technologically advanced LED site lighting in Melville, NY.
- More than 28% reduction in energy consumption at U.S. distribution centers.

#### **Heating and Air-Conditioning Improvements**

- Over the past decade, the heating and air-conditioning technology at our operations has been upgraded to modern efficiency standards.
- Our Henry Schein Dental Sales and Service Centers use solar film on facilities' windows to control temperature and energy leakage.
- Melville East, one of the buildings at our headquarters, replaced outdated and inefficient fuel oil boilers with two new condensing style dual-fuel boilers for improved equipment efficiency.
- Melville West, a second building at our headquarters, added a "cool roof" membrane made of single-ply, tri-polymer alloy with reflective characteristics, thereby reducing our reliance on air conditioning to control temperatures.

#### **Greenhouse Gas Emission Reduction**

- Henry Schein partners with transportation operations that participate in the EPA's "SmartWay" program, a public-private collaboration that helps us transport our goods in the cleanest, most efficient way possible in order to protect the environment and enhance the United States' energy security.

### **Recycling**

- In our facilities' throughout the world, we have programs to recycle aluminum, glass, computers, electronic equipment, printers and toner cartridges.
- Team Schein Members are encouraged to bring in old cellphones, un-needed cellphone chargers, as well as cellphone and electronic cables to be safely recycled.
- Separate waste containers have been placed at each desk in our buildings to allow for the separation of trash and paper.
- Corrugated cardboard accumulated from packing materials are collected during the day and evenings by our housekeeping staff and deposited into an on-site compactor.
- At distribution centers, we are especially diligent about recycling all materials. Nearly 50,000 metric tons of materials were recycled at U.S. distribution centers.

### **eMSDS**

- We provide an option to our customers to retrieve their MSDS sheets electronically through our website and have the capability to store them on their hard drive.
- As a result, we are saving over 15,000 pieces of paper a week. We expect to have over 70,000 accounts converted to eMSDS by year's end and expect to suppress printing of over 2 million pieces of paper a year while giving our customers an easier and greener way to find and save the documents they need.

### **Global Reflections**

Our Global Reflections offering provides the opportunity for our customers to incorporate a wide variety of green products into their practice. During January-April, a portion of Global Reflections purchases are donated to the Henry Schein Cares Foundation in support of environmental causes.

### **Plant a Tree for Me Program**

When you purchase a new computer from Henry Schein TechCentral, the experts in dental computer systems, we'll plant a tree in partnership with Dell's Plant a Tree for Me Program.

### **Computer Hardware Recycling Program**

Protect your practice data when you recycle your old computers with Henry Schein TechCentral. Henry Schein's TechCentral experts offer a convenient Computer Hardware Recycling Program to securely destroy hard drive data and to responsibly dispose of obsolete office technology. We recycle your old

equipment according to strict environmental standards or resell it to benefit Henry Schein Cares, our global social responsibility program.

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Henry Schein Response:



- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

- c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

- d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

- e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

Henry Schein Response:

Henry Schein does not hold any of the certifications outlined in Section G.

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Henry Schein Response:



- I. Describe how supplier differentiates itself from its competitors.

Henry Schein Response:

We have more than 88 years of experience in distributing products to health care practitioners resulting in strong awareness of the Henry Schein brand. Our competitive strengths include:

- **A focus on meeting our customers' unique needs.** We are committed to providing customized solutions to our customers that are driven by our understanding of the market and reflect the technology-driven products and services best suited for your practice needs.
- **Direct sales and marketing expertise.** Our sales and marketing efforts are designed to establish and solidify customer relationships through emphasizing our broad product lines, including exclusive distribution agreements, competitive prices and ease of order placement.
- **Broad product and service offerings at competitive prices.** We offer a broad range of products (medical, surgical, pharmaceutical, laboratory, equipment) and services through one ordering platform.
- **Technology and other value-added products and services.** We sell practice management software systems to our customers. Our practice management solution provide our customers with electronic medical records, billing, accounts receivable analyses and management, electronic claims processing and many other features.
- **Repair Services.** We have over 170 equipment sales and service centers worldwide that provide a variety of repair, installation and technical services for our health care customers for a fee.
- **Commitment to superior customer service.** We maintain strong commitment to providing superior customer service. We frequently monitor our customer service through customer surveys, focus groups and statistical reports. Our customer service policy primarily focuses on:
  - *Exceptional order fulfillment.* We ship an average of approximately 124,000 cartons daily. Approximately 99% of items ordered are shipped without back ordering and are shipped on the same business day the order is received.

*Streamlined ordering process.* Customers may place orders 24 hours a day, 7 days a week by mail, fax, telephone, email, Internet and by using our computerized order entry systems.

- **Integrated management information systems.** Our information systems generally allow for centralized management of key functions, including accounts receivable, inventory, accounts payable, purchasing, sales and order fulfillment. These systems allow us to deliver superior customer service and monitor daily operations statistics, among other things.
- **Cost-effective purchasing.** We believe that cost-effective purchasing is a key element to maintaining and enhancing our position as a competitive-pricing provider of health care products. We continuously evaluate our purchase requirements and suppliers' offerings and prices in order to obtain products at the lowest possible cost.
- **Efficient distribution.** We distribute our products from our strategically located distribution centers. We strive to maintain optimal inventory levels in order to satisfy customer demand for prompt delivery and complete order fulfillment. These inventory levels are managed on a daily basis with the aid of our management information systems. Once an order is entered, it is electronically transmitted to the distribution center nearest our customer's location and a packing slip for the entire order is printed for order fulfillment.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Henry Schein Response:



- K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Henry Schein Response:

Henry Schein is a publicly held corporation and this reporting requirement is not applicable.

- L. Describe any debarment or suspension actions taken against supplier

Henry Schein Response:



### 3.2 **Distribution, Logistics**

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

#### Henry Schein Response:

Whether you need medical disposables, vaccines, equipment, computers, office supplies, or large practice management software solutions, Henry Schein is the single resource for all of your medical supply needs.

Henry Schein's global sourcing capabilities and relationships have built a comprehensive product portfolio that includes over 120,000 national brand, generic, and Henry Schein brand products to address your medical/surgical, pharmaceutical, and equipment needs. We are focused on your quality care initiatives – from prevention to diagnosis and treatment.

- Disposable medical products
- Pharmaceuticals (name brand and generic)
- Diagnostic equipment
- Vaccine
- Flu
- Surgical instruments
- Laboratory analyzers and supplies
- Exam room supplies and equipment
- Orthopedic Soft Goods
- Office Supplies
- Athletic supplies and equipment
- Medical waste removal
- Telemedicine
- Covid testing
- PPE supplies
- Henry Schein has a robust Private Label offering

If a new product, not currently offered in our inventory, is requested, we will work with our manufacturers and supply partners to stock or locate a comparable product.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

#### Henry Schein Response:

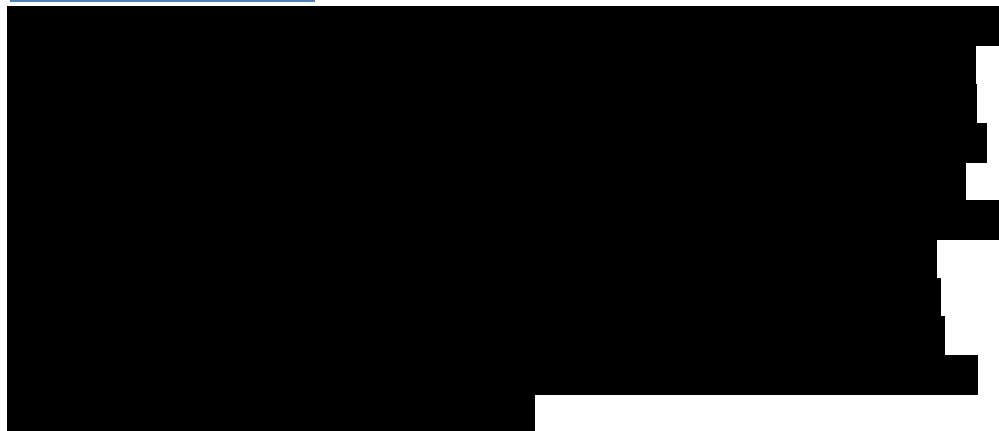
Henry Schein has five Mega Distribution Centers throughout the country. If a product is not available from your primary distribution center, the item will be shipped from the next closest center.

Henry Schein distribution centers are open from 6am to 10pm (local time for shipping purposes) although some distribution centers may have alternate hours for receiving personnel and administrative offices. Normal shipping days are Monday – Friday. Orders received in our distribution centers by 5pm local time are processed for shipping same day

Henry Schein, Inc. can service the entire United States including Hawaii and Alaska (certain fees may apply).

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Henry Schein Response:



- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Henry Schein Response:

Henry Schein is the #1 healthcare partner of global logistics leader UPS. Through this partnership, we benefit from global logistics innovation, technology and substantial reach in even the most remote areas. UPS delivers more ground packages than any other carrier. Delivering over 10 million ground packages on-time every day in the U.S. Our strategic partnership with UPS dates back more than 20 years. Each year, Henry Schein ships more than 32 million parcels with UPS to health care

professionals around the world. UPS drivers get to know our customer's business needs and are an extension of the Henry Schein brand.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Henry Schein Response:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Henry Schein Response:

[REDACTED]





- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Henry Schein Response:

[REDACTED]

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Henry Schein Response:

[REDACTED]

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Henry Schein Response:

Henry Schein complies.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing

Henry Schein Response:



- iii. No cost to participate
- iv. Non-exclusive

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts

Henry Schein Response:

Henry Schein complies with the above.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- a. Executive Support

Bradley Patterson  
Director-University Medical/Athletics  
Mobile: 630-880-1311  
Office: 630-636-9169  
[Brad.Patterson@henryschein.com](mailto:Brad.Patterson@henryschein.com)

- b. Marketing

Laura Keuchler  
Associate Market Development Manager  
Strategic Marketing, Specialty Markets  
Mobile: 631-327-0263  
[Laura.Keuchler@henryschein.com](mailto:Laura.Keuchler@henryschein.com)

- c. Sales

TBD as national map will be shared based on member location.

d. Sales Support

TBD as national map will be shared based on member location.

e. Financial Reporting

Bradley Patterson  
Director-University Medical/Athletics  
Mobile: 630-880-1311  
Office: 630-636-9169  
[Brad.Patterson@henryschein.com](mailto:Brad.Patterson@henryschein.com)



f. Accounts Payable

TBD as national map will be shared based on member location.

g. Contracts

Bradley Patterson  
Director-University Medical/Athletics  
Mobile: 630-880-1311  
Office: 630-636-9169  
[Brad.Patterson@henryschein.com](mailto:Brad.Patterson@henryschein.com)  
[Contracts@henryschein.com](mailto:Contracts@henryschein.com)

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Henry Schein Response:



I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Henry Schein Response:

[REDACTED]

- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Henry Schein Response:

[REDACTED]

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Henry Schein Response:

[REDACTED]

- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Henry Schein Response:

[REDACTED]

- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$\_\_\_\_\_.00 in year one

\$\_\_\_\_\_.00 in year two

\$\_\_\_\_\_.00 in year three

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.



## Appendix B – Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

### **SECTION 1 - GENERAL TERMS**

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

### **SECTION 2 - DEFINITIONS**

**Catalog(s)** refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

**eProcurement and eCommerce** are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

**Go Live Date** means the date on which a Catalog will be active.

**Hosted Catalog** means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

**Order** means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

**Order Data** means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

**Punch-out Catalog** means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

**Supplier Mark** means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

**Supplier Site** means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

**UC Mark** means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

**User** means an individual authorized by a UC location to use an eProcurement system.

### **SECTION 3 – RIGHT TO USE**

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

#### **SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE**

**(a) e-Procurement System Responsibilities.**

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

**(b) Maintenance of Hosted and Punch-out Catalogs.**

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.



Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

[REDACTED]

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

[REDACTED]

[REDACTED]

## **SECTION 5 – USER SUPPORT**

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

## **SECTION 6 – PROPRIETARY RIGHTS**

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

## **SECTION 7 – MULTIPLE SUPPLIERS**

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

## **SECTION 8 – WARRANTY DISCLAIMER**

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

## **SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES**

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

## **SECTION 10 – ADDITIONAL CONTRACTUAL TERMS**

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a [ **Punch-out,** ] catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than [ **online only** ] catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: [ **Due to items being discontinued, replaced and new models or manufacturers are added, Items are removed and added periodically during the course of the year when necessary .** ]
- Price Changes: [REDACTED]

- Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system **10 Days** ] working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

**Buyer – [Choose those that apply]:**

- Number of catalog/price file versions to be supported for this agreement: **[insert number]**
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): **[insert description]**
- Maximum Number of SKUs allowed: **[insert number]** (optional)
- Categories allowed within Catalog: **[list specific categories]** or
- Categories blocked within Catalog: **[list specific categories]**

## **APPENDIX D**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-- LOWER TIER COVERED TRANSACTIONS**

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting his proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - -Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

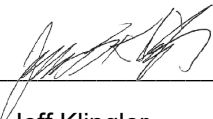
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

**Company Name** Henry Schein, Inc

**Signature of Company Representative**



**Representative Name** Jeff Klingler

VP & GM, Enterprise Health

**Title**

9/23/2020

**Date**

## APPENDIX E

### CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offer or, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, ---

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offer or shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### Certified by:

Henry Schein, Inc.

Company Name \_\_\_\_\_

Signature or Company Representative \_\_\_\_\_

Jeff Klingler

Representative Name \_\_\_\_\_

Title \_\_\_\_\_  
VP & GM, Enterprise Health

Date 9/23/2020 \_\_\_\_\_

## APPENDIX F

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror [REDACTED]

Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

[REDACTED]  
[REDACTED]  
[REDACTED]

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

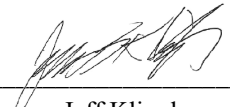
(b) The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror no responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate the contract resulting from this solicitation for default.



SIGNATURE:  \_\_\_\_\_  
PRINTED NAME: Jeff Klingler \_\_\_\_\_  
COMPANY NAME: Henry Schein, Inc. \_\_\_\_\_  
DATE: 9/23/2020 \_\_\_\_\_

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Quote Number:** 002109-JUL2020 MED/SUR **Bidder/Offendor:** Henry Schein, Inc.

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offendor \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offendor Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Jeff Klinger

Signature: 

Title: VP Enterprise Health

Date: 9/23/2020



**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.



**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### APPENDIX II TO 2 CFR PART 200

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a



breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JK Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small



business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

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

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

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

Does offeror agree? YES JK Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.



(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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#### CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

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

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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

Offeror's Name: Henry Schein, Inc.

Address, City, State, and Zip Code: 135 Duryea Road Melville NY 11747

Phone Number: (800) 851-0400 Fax Number: (866)738-8999

Printed Name and Title of Authorized Representative: Jeff klingler

Email Address: Bid Dept@henryschein.com

Signature of Authorized Representative:  Date: 9/23/2020



## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV - 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

**Commented [JG1]:** Remove if solicitation is not for potential construction work

#### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

#### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

#### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

##### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

##### **2. Equal Employment Opportunity:**

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief

or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means

of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each

calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance.** Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

- 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as



parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

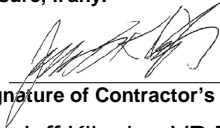
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure

Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Henry Schein, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jeff Klingler VP Enterprise health

Name and Title of Contractor's Authorized Official

9/23/2020

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by

any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: Henry Schein, Inc

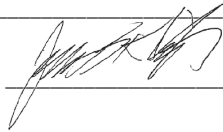
Address, City, State, and Zip Code: 135 Duryea Road Melville NY 11747

Phone Number: (800) 851-0400 Fax Number: (866) 738-8999

Printed Name and Title of Authorized Representative: Jeff Klingler VP Enterprise health

Email Address: Biddept@henry.schein.com

Signature of Authorized Representative:



Date:

9/23/2020

**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Henry Schein, Inc.

**Street:** 135 Duryea Road

**City, State, Zip Code:** Melville, NY 11747

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Jeff Klingler, an authorized representative of Henry Schein, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
██████████	██████████	██████████
██████████	██████████	██████████
██████████	██████████	██████████
██████████	██████████	██████████
██████████	██████████	██████████

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

9/23/2020

**Date**

  
**Authorized Signature and Title**

VP GM Enterprise Health





























**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:  
[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

























