University of California, San Diego

REQUEST FOR PROPOSAL

RFP Summary

RFP Number:	002109-JUL2020-MED/SURG RFP 2018AO
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 Antony Michael Esquer Procurement Supervisor - Life Science University of California, San Diego 10280 N. Torrey Pines Rd., Ste. 415 La Jolla, California 92037

UC San Diego

Table of Contents

Exhibits, Appendices, Supplements and Attachments

University of California Terms and Conditions of Purchase	Appendix A
UC Appendix – Electronic Commerce	Appendix B
Cost Proposal Worksheet	Attachment 1
Federal Government Contracts Special Terms and Conditions	Appendix C
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	Appendix D
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Appendix E
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)	Appendix F
Data Security	Appendix G
UC FEMA Appendix	Appendix H
OMNIA Partners Documents	
Response for National Cooperative Contract	Exhibit A
Administration Agreement Example	Exhibit B
Master Intergovernmental Cooperative Purchasing Agreement	Exhibit C
OMNIA Partners Principle Procurement Agency Certificate	Exhibit D
OMNIA Partners Contract Sales Reporting	Exhibit E
Federal Funds Certifications	Exhibit F
New Jersey Business Compliance	Exhibit G
Advertising Compliance Requirement	Exhibit H

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

Antony Esquer
Procurement Supervisor – Life Science
UC San Diego IPPS

Phone: 858-534-1479

Email: 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) https://ucsd.zoom.us/j/95680665355
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. 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	500
Supplier #2: Next lowest supplier at $55,000 receives 90.9% of max points	455
Supplier #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.

Medline agrees. Available to UC San Diego is Medline's online reporting platform, Medline Insight. Insight provides customers a "self-service" model to deliver over 85 reports relevant to a customer's purchases / spend through Medline as a distributor. Reports can be viewed at several levels (local facility, markets, or entire networks) and delivered by email as requested or self-serve.

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:

Medline agrees.

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.

Medline agrees.

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

Medline can provide desktop and dock delivery.

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

Campus direct and storehouse deliveries would likely be completed by a small package carrier. Medline is unable to guarantee delivery times by 3rd party carriers. In the event orders meet freight minimum requirements, Medline would make every effort to complete deliveries via MedTrans, a wholly owned transportation subsidiary of Medline.

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.

For orders delivered via MedTrans, Medline agrees to report any anticipated delays within two (2) hours by telephone and email and take all reasonable actions to eliminate the potential for future delays.

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.

Medline cannot agree to deliver, at no charge, emergency orders within four (4) hours after receipt of such orders. Medline would work with the UC San Diego to construct terms and conditions acceptable to both organizations in the interest of providing consistent daily service as well as service under emergency conditions.

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.

Medline's return policy and process starts with Medline's Dedicated Service Manager. Each return must be authorized by Medline prior to receipt and within 90 days of purchase. Upon proper return authorization, UC San Diego may return defective products or non-defective products, freight and restocking fees may apply. Please see Attachment B – Return Policy for more details.

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.

Medline agrees. Medline can charge back returns for the full credit amount upon authorization. Medline does not accept purchasing cards as a valid form of payment unless customer agrees to pay applicable fee's.

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.

Medline agrees. Medline can provide an open order report to account for all out of stock and back order items. The Open Order report details all "open" lines for the orders entered for current days. Each open line is researched to determine stock availability date and reason for the resulting open order (i.e: Customer spike in usage, manufacture backorder, etc.). Medline's DSM can distribute this report at UC's desired frequency or recommended daily/semi-daily to manage all current backorders.

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.

Medline agrees.

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

Medline agrees.

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.

Medline agrees.

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.

Medline agrees.

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.

Medline agrees.

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.

Medline agrees.

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/supplierresources/goods-services/invoicing/transcepta.html.

Medline agrees.

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.

Medline will accept payment via Credit Cards should UC San Diego pay associated credit card fee's. Medline's Payment terms to the UC system and UC San Diego are 1% 10/Net 60 Days.

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.

Medline agrees.

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.

Medline agrees.

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.

Due to market fluctuations, Medline does not hold product pricing firm for pandemic related items but does hold mark-ups firm for the term of the agreement.

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.

Medline agrees. Medline will provide a weekly Price Change Notification (PCN) Report detailing any price changes received from the vendor community that looks ahead 35 days to find price changes. The Price Change Notification is broken down into two sections:

• New Pricing Section: This shows items whose price is expiring within 35 days and the new contract price that was provided to Medline (includes all contract details plus last 12 month usage).

• Advice Section: This section shows all pricing within 35 days where Medline has not received a new contract price from the manufacturer. While Medline will continue to actively pursue the new contract details, this section is intended to keep both parties aware of any potential vendor price challenges that may arise so both parties can actively work together to resolve potential discrepancies prior to them occurring.

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.

  Medline agrees. When new product opportunities come up Medline will work with UC San Diego to introduce new products that are correctly aligned with current product categories.

- **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.

  Upon notification of a discontinued product being discontinued or ordered, Medline's Sales and Service team will reach out to UC San Diegos appropriate team members who are affected by the discontinued product. Medline's team will discuss alternative substitutes and code them in our system accordingly.

- **Unit of Measurement Changes**: Supplier shall notify the University sixty (60) days in advance of any UOM changes.

  Medline agrees.

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.

Medline agrees.

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.

Medline agrees.

University of California, San Diego

REQUEST FOR PROPOSAL

RFP Summary

RFP Number:	002109-JUL2020-MED/SURG RFP 2018AO
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 Antony Michael Esquer Procurement Supervisor - Life Science University of California, San Diego 10280 N. Torrey Pines Rd., Ste. 415 La Jolla, California 92037

UC San Diego

Table of Contents

Exhibits, Appendices, Supplements and Attachments

University of California Terms and Conditions of Purchase	Appendix A
UC Appendix – Electronic Commerce	Appendix B
Cost Proposal Worksheet	Attachment 1
Federal Government Contracts Special Terms and Conditions	Appendix C
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	Appendix D
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Appendix E
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)	Appendix F
Data Security	Appendix G
UC FEMA Appendix	Appendix H
OMNIA Partners Documents	
Response for National Cooperative Contract	Exhibit A
Administration Agreement Example	Exhibit B
Master Intergovernmental Cooperative Purchasing Agreement	Exhibit C
OMNIA Partners Principle Procurement Agency Certificate	Exhibit D
OMNIA Partners Contract Sales Reporting	Exhibit E
Federal Funds Certifications	Exhibit F
New Jersey Business Compliance	Exhibit G
Advertising Compliance Requirement	Exhibit H

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

Antony Esquer
Procurement Supervisor – Life Science
UC San Diego IPPS

Phone: 858-534-1479

Email: 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) https://ucsd.zoom.us/j/95680665355
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. 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	500
Supplier #2: Next lowest supplier at $55,000 receives 90.9% of max points	455
Supplier #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.

Medline agrees. Available to UC San Diego is Medline's online reporting platform, Medline Insight. Insight provides customers a "self-service" model to deliver over 85 reports relevant to a customer's purchases / spend through Medline as a distributor. Reports can be viewed at several levels (local facility, markets, or entire networks) and delivered by email as requested or self-serve.

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:

Medline agrees.

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.

Medline agrees.

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

Medline can provide desktop and dock delivery.

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

Campus direct and storehouse deliveries would likely be completed by a small package carrier. Medline is unable to guarantee delivery times by 3rd party carriers. In the event orders meet freight minimum requirements, Medline would make every effort to complete deliveries via MedTrans, a wholly owned transportation subsidiary of Medline.

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.

For orders delivered via MedTrans, Medline agrees to report any anticipated delays within two (2) hours by telephone and email and take all reasonable actions to eliminate the potential for future delays.

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.

Medline cannot agree to deliver, at no charge, emergency orders within four (4) hours after receipt of such orders. Medline would work with the UC San Diego to construct terms and conditions acceptable to both organizations in the interest of providing consistent daily service as well as service under emergency conditions.

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.

Medline's return policy and process starts with Medline's Dedicated Service Manager. Each return must be authorized by Medline prior to receipt and within 90 days of purchase. Upon proper return authorization, UC San Diego may return defective products or non-defective products, freight and restocking fees may apply. Please see Attachment B – Return Policy for more details.

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.

Medline agrees. Medline can charge back returns for the full credit amount upon authorization. Medline does not accept purchasing cards as a valid form of payment unless customer agrees to pay applicable fee's.

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.

Medline agrees. Medline can provide an open order report to account for all out of stock and back order items. The Open Order report details all "open" lines for the orders entered for current days. Each open line is researched to determine stock availability date and reason for the resulting open order (i.e: Customer spike in usage, manufacture backorder, etc.). Medline's DSM can distribute this report at UC's desired frequency or recommended daily/semi-daily to manage all current backorders.

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.

Medline agrees.

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

Medline agrees.

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.

Medline agrees.

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.

Medline agrees.

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.

Medline agrees.

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.

Medline agrees.

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/supplierresources/goods-services/invoicing/transcepta.html.

Medline agrees.

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.

Medline will accept payment via Credit Cards should UC San Diego pay associated credit card fee's. Medline's Payment terms to the UC system and UC San Diego are 1% 10/Net 60 Days.

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.

Medline agrees.

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.

Medline agrees.

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.

Due to market fluctuations, Medline does not hold product pricing firm for pandemic related items but does hold mark-ups firm for the term of the agreement.

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.

Medline agrees. Medline will provide a weekly Price Change Notification (PCN) Report detailing any price changes received from the vendor community that looks ahead 35 days to find price changes. The Price Change Notification is broken down into two sections:

• New Pricing Section: This shows items whose price is expiring within 35 days and the new contract price that was provided to Medline (includes all contract details plus last 12 month usage).

• Advice Section: This section shows all pricing within 35 days where Medline has not received a new contract price from the manufacturer. While Medline will continue to actively pursue the new contract details, this section is intended to keep both parties aware of any potential vendor price challenges that may arise so both parties can actively work together to resolve potential discrepancies prior to them occurring.

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.

  Medline agrees. When new product opportunities come up Medline will work with UC San Diego to introduce new products that are correctly aligned with current product categories.

- **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.

  Upon notification of a discontinued product being discontinued or ordered, Medline's Sales and Service team will reach out to UC San Diegos appropriate team members who are affected by the discontinued product. Medline's team will discuss alternative substitutes and code them in our system accordingly.

- **Unit of Measurement Changes**: Supplier shall notify the University sixty (60) days in advance of any UOM changes.

  Medline agrees.

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.

Medline agrees.

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.

Medline agrees.

Exhibit C

Business Proposal

Contracted Products:

Vendor's entire catalog of products will be available to Membership. Some products may require a pharmacy license to ship to end-user, which will need to be provided prior to order.

Pandemic Product Categories: at the time of bid the following products are on allocation, and availability is currently limited or inconsistent, and may not be available to members.

1. Facemasks
2. PPE – including Isolation gowns, and coveralls
3. Surgical drapes and gowns
4. Standard and custom packs
5. Exam and surgical gloves

Product Portfolio

Medline will offer its whole portfolio of products through this agreement. This includes 500,000+ products. Our portfolio is comprehensive and covers the med-surg needs for the entire continuum of care. We also have ancillary products such as EVS and office supplies. A brief summary of some of our product categories can be found below, but this list is not all inclusive. If there is a category or a product that you need that you cannot find, please visit www.medline.com to search our catalog, contact customer service at 1-800-MEDLINE (633-5463) or contact your sales rep directly.

Product Division	Products
Advanced Skin Care	**Skin Care:** Remedy™, Soothe & Cool, Carrington, MedSpa, Dispensers **Support Surfaces:** Mattresses, OR Table Pads, Stretcher Pads, Seating Cushions, Overlays **Heel Protection:** Heel Boots **Surgical Glue:** Skin Affix **Air Care:** Advanced Fresh, Naturally Fresh, Simply Fresh
Advanced Wound Care	**Debridement Products:** Honey dressings, TenderWet **Infection/Inflammation Products:** Silver powders, gels, sheets, alginates, gelling fibers and foams **Moisture Management Products:** foam, post-op dressings, superabsorbent dressings, alginates, gelling fibers and hydrogels **Edge/Environment Products (for stalled wounds):** collagen dressings **Supportive Products:** compression therapy, wound cleansers, skin protectants, dressing retention tape, and contact layers
Anesthesia	**General Anesthesia**: Circuits, masks, breathing bags & hyper inflation systems Airways: ET Tube, Laryngeal masks, bermans and guedels Pressure Infusers Temperature probes

	Regional Anesthesia: Pain trays, block trays, epidural trays and sterile procedural needles
Diagnostics	Blood Pressure Cuffs,Electrodes, Blood Glucose, Lancets, Diagnostic Instruments, Thermometers,Diagnostic Capital
Distributed Products	Brand-Name product lines used in our distribution contracts
Dynacor	**Plastics**: Non-Sterile Kits **Sterile Trays:** Laceration, Suture Removal, IV Start, Dressing Change.||
Equipment and Furnishing (DME)	ADLs, Bath Safety, Canes, Crutches, Hampers, Homecare Beds, Hot and Cold, Orthopedic Softgoods, Patient Lifts, Physical Therapy, PVC, Rollators, Stretchers, Walkers and Wheelchairs, Cubicle, Draperies, Furniture, Beds, Carts, Stainless Steel, Scales, Charting
Exam Gloves	Exam Gloves
Interiors	Soft Good Items
Laboratory	Specimen Containers, Point-of-Care Testing, Lab Capital
Namic	**Access** **Products:** Angiographic Needles, Guidewires, and accessories **Fluid Management:** Custom Kitting, Manifolds, accessories used in the Catheterization (Cath) & Interventional Radiology Labs relating to Contrast Management

	Pressure Monitoring: Disposable Pressure Transducers, Pressure Monitoring Tubing, and Fluid Administration **System Wide Accessories:** Dead End Caps, Stopcocks, Decanters and Syringes
Nutrition & Pharmaceuticals	AmerisourceBergen OTC Items, Cough, Cold and Allergy, Dietary Supplements and Vitamins, Laxatives and Antacids, Lotions, Creams and Ointments, Miscellaneous OTCs, Non direct Foot and Ankle sourcing, Pain Management Relievers, Unit Dose OTC s and Topical Analge, Pharma Short Dated Product, Podiatry, Pharmaceuticals (OTC and Rx), Drug management devices (pill crusher, splitters, storage), Enteral feeding devices (Pumps, feeding sets, feeding tubes, syringes, Specialty nutrients (Protein supplements, dysphagia, GI management), Foot and Ankle specialty products.
OR Division	Surgical Instruments, Sterilization Products, Care and Handling items, lab products **Suction**: Open Catheters, Closed Suction, Connection Tubing, ET tubes, Fluid Solidifiers, Canisters
Orthopedics	**Foot & Ankle Implants:** Ankle Fracture Plating System, Foot Recon Plating System, Mini Foot Plating System, Cannulated Screw System, Snap-Off

(UNITE Foot & Ankle)	Screw System, Pre-Hydrated Structural Bioimplants **Orthobiologics:** Viable Cellular Bone Matrix, Demineralized Bone Matrix (DBM), Synthetic Bioactive Bone Graft, Amniotic Membrane and Fluid, Cancellous Chips
Personal Care	Incontinence Products – Disposable Adult Briefs, Diapers, Underpads
Preventive Care	Disposable Protective Apparel, Headwear and Footwear, Isolation Organizers
Primary Care	Gauze, Bandages, Tapes, DVTs, Lap Sponges, O.R. Towels, Clear Count, DASH
Proxima	Surgical Gowns, Drapes, and Packs
Readycare	**Patient Cleansing:** Wet Wipes, ReadyBath, Shampoo Caps, Remedy Wipes **Hand Hygiene:** Hand Soaps and Sanitizers **CHG/PVP:** CHG Bottles and Kits, Aegis CHG Discs, PVP bottles **Oral and Nasal Care:** Oral Care Kits and Components, Nasal Antiseptic Swabs and Kits

ReNewal	**Reprocessed single-use devices including**: ablation electrodes, EP catheters, tissue sealers, pulse oximeter sensors, manifolds, tourniquets, ultrasonic scalpels, compression sleeves, air transfer mattresses, arthroscopic shavers and abraders, ECG leads, orthopedic manual surgical instruments, trocars and cannulas
Repositioning & Offloading	**Support Surfaces:** Mattresses, OR Table Pads, Stretcher Pads, Seating Cushions, Overlays, Comfort Glide products
Respiratory	Oxygen Therapy, Resuscitation, Pulse Oximetry, Medication Delivery, Humidification and Filtration, Suction and Trach Care, Airway Management
SPT	Custom Sterile Surgical Trays, CDS, Standard Trays
Surgical Gloves	Surgeons Gloves
Textiles & Environmental Services (EVS)	**Textiles:** Scrubs, lab coats, uniforms, patient & pediatric apparel, surgical & protective apparel, terries, blankets, sheets, underpads, adult bibs, slippers, mattress pads and hamper bags. **EVS**: Liners, paper, ATP, chemicals, germicides, microfiber, batteries and housekeeping equipment. Decorate Textiles – Cubicle curtains, OTRT, room dividers, window treatments, quilts, pillows and disposable linen.

Tissue Regeneration	Hyalomatrix, PluroGel
Urology	Urologicals, Bulb Irrigation Syringes, Bulb Irrigation Trays, External Catheters, Foley Catheter Trays, Intermittent Cath Trays, Intermittent Catheters, Leg Bags, Piston Irrigation Syringes, Piston Irrigation Trays **Urologicals:** Foleys, Drain Bags, Urinemeters, Closed Systems, MEC's
Vascular Access	Excelsior, Peripheral IV Catheters, Vascular Access Insertion

Pricing Proposal

Medline will offer the below **Minimum discounts** off Medline list price. This is a discount floor, and in many cases deeper discounts can be offered. Medline can provide list pricing by product upon request from either OMNIA or OMNIA member. List pricing may fluctuate over the term of the contract in accordance with market conditions or costing changes. Medline reserves the right to negotiate pricing independent pricing agreements through the OMNIA contract with individual members as long as it falls within the below discount structure.

Description	Minimum Discount
Medline Brand Products	30% off Medline list price
Non-Medline/National Brand Products	25% off Medline list price

Freight/Minimum Orders

A. Minimum Order Requirements: Three hundred and fifty dollars **(**$350)

B. Freight: Orders over minimum will ship free freight with the following exceptions
   a. Emergency/rush orders
   b. Orders outside ship-schedule
   c. Non-stock or vendor direct ship items may incur freight charges

C. Lost Products: All lost Products will be reported to Vendor's customer service department. Vendor will issue credit within ten (10) days of notification of lost Product; alternatively, re-shipment of missing Product will occur immediately after notification.

D. Ship Schedule: Each account will be assigned a delivery schedule to provide consistent shipment points. Any orders occurring outside this ship schedule, or orders placed after ship cutoff may incur additional freight charges.

E. Lead time: Standard lead time for stocked products is 2 days ARO, including in Alaska and Hawaii.

F. Local Agreements: In some cases, local agreements may be negotiated which will supersede contract freight terms listed above. These agreements will be communicated to OMNIA.

Return Policy

Please see attachment D – Return goods policy

New Account Setup/Credit

New Account Setup: In order to process and account through the OMNIA contract, each member location must have a standalone account setup with Medline. In order to setup a new account we need the following documentation from **government** facilities

1. A copy of the W9, with the purchasing facilities address
2. A sales tax exempt certificate (if applicable)

Credit: Accounts can be setup as Credit Card only, or with Net 30 day terms.

1. **Credit Card Purchase:** Are subject to a 2% processing fee on all purchases
2. **Terms:** If an account wishes to be setup with credit terms, a government PO must be provided (either voided, or an actual order). Terms will be provided upon receipt of PO.

Non-Gov't Accounts: Non-government accounts will be required to provide all the above documentation, and will also have to fill out the standard new account application whether using a credit card or requesting terms.

UNIVERSITY OF CALIFORNIA

APPENDIX A
Terms and Conditions of Purchase

Below are comments and Redline's of the requested Terms and Conditions. Additionally, Medline can revert to existing Purchasing Agreement UCOP-186 the Regents of University of California and Medline

Formatted: Font color: Text 2

Formatted: Heading 1, Space Before: 0 pt

Formatted: Font color: Text 2

Formatted: Font color: Text 2

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within ~~five~~ thirty (30~~5~~) ~~business~~ days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services ~~provided and accepted~~delivered. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, ~~sales, use, excise and other~~ taxes or assessments. UC shall be responsible for applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with UC's receipt of the goods or services. UC will provide Supplier with a copy of UC's certificate of tax exemption, if applicable. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places immediately upon delivery. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances and mutually agreed upon. If Supplier is unable or refuses to correct such deficiencies within a time ~~UC~~ the parties deem~~s~~ reasonable based on the non-conformance, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to ~~any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for~~ all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services ~~and materials and supplies incidental thereto~~. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, UC may request that Supplier ~~will immediately~~ remove such personnel from providing Services and that he or she will not ~~o~~again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; and (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance~~; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement.~~ The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disability laws and regulations; and
2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;

E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of ~~Quiet Enjoyment~~Intellectual Property. Supplier warrants that ~~Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.~~the goods and services shall not be violate any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

~~A. Goods and/or Services Involving Work Made for Hire.~~

~~Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and al~~

~~l right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.~~

~~1. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.~~

~~2. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.~~

~~3. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.~~

~~B.~~A. Goods and/or Services Not Involving Work Made for Hire.

Formatted: Indent: Left: 0.58", Right: 0.08", Space Before: 0.05 pt, No bullets or numbering

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, ~~ir~~revocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. ~~The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.~~
3. ~~Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.~~
4. ~~2.~~ ~~Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.~~

Formatted: Right: 0.08"

~~C.~~B. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

~~D.~~C. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, actual and reasonable attorneys' fees and costs), damages, and third party claims and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the grossly negligent acts or ~~omissions~~ willful misconduct of Supplier, its officers, employees, agents, sub- suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

Notwithstanding anything to the contrary herein, the UC shall not be entitled to indemnification to the extent the injury or damage is caused by (i) the negligent acts or omissions of UC or any person or entity other than any employee or agent of Supplier; (ii) use of a product or service in any manner outside the scope of the specifications or in a manner for which the product or service was not reasonably intended, or (iii) the use of any product or service not purchased from Supplier or any product or service that has been altered without Supplier's written approval. Further, Supplier will not be liable for any punitive or exemplary damages or loss, nor any lost profits, savings or business opportunity, special, consequential, incidental or indirect damages.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   1. Each Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000
   3. Personal and Advertising Injury $ 1,000,000
   4. General Aggregate $ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

~~E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.~~

~~F.~~E. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
   1. P1 - This insurance policy must have minimum limits of $500,000 each occurrence and $500,000 in the aggregate.
   2. P2 - This insurance policy must have minimum limits of $1,000,000 each occurrence and $1,000,000 in the aggregate.
   3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of $5,000,000 each occurrence and $5,000,000 in the aggregate.
   4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of $10,000,000 each occurrence and $10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

~~G.~~F. ~~Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance.~~ If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The

Commented [VJ1]: Too broad, Can discuss additional insurance requirements if scope of agreement changes.

insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is materially ~~modified, changed or~~reduced, or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such ~~modification, change~~material reduction, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates

of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Broad form endorsements will be accepted. Such certificates will:

1. Indicate that The Regents of the University of California has been ~~endorsed~~ listed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without U C ' s prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
   1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
   2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
   3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
   4. FAR 52.219-8, Utilization of Small Business Concerns;
   5. FAR 52.222-17, Non-displacement of Qualified Workers;
   6. FAR 52.222-21, Prohibition of Segregated Facilities;
   7. FAR 52.222-26, Equal Opportunity;
   8. FAR 52.222-35, Equal Opportunity for Veterans;
   9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
   10. FAR 52.222-37, Employment Reports on Veterans;
   11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
   12. FAR 52.222-41, Service Contract Labor Standards;
   13. FAR 52.222-50, Combating Trafficking in Persons;
   14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
   15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
   16. FAR 52.222-54, Employment Eligibility Verification;
   17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
   18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
   19. FAR 52.224-3, Privacy Training;
   20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
   21. FAR 52.233-1, Disputes; and
   22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services*)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
2. Clean Air Act. Supplier agrees 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).
3. Byrd Anti-Lobbying. Supplier certifies 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.
4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
   1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
   2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
   3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
   4. Byrd Anti-Lobbying. Supplier certifies 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.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement unless due to a hazard or circumstances caused by UC, its employees or agents. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

A. ~~Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases~~.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing and a writing signed by both parties. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.

F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

A. An investment worth $2,000 or more in Supplier or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or
D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable

for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.

C. UC Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:

1. Personally identifiable information,
2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. §160.103),
3. Medical information as defined by California Civil Code §56.05,
4. Cardholder data,
5. Student records, or
6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
    a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq*.);
    b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§6801(b) and 6805(b)(2));
    c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
    d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq*.);
    e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq*), and
    f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.

D. Supplier Confidential Information. UC may receive, or have access to, Supplier's information and materials that are confidential and proprietary or should reasonably be considered confidential based on the subject matter or circumstances of disclosure. UC shall not, and shall ensure that its agents, employees, officers and directors shall not, directly or indirectly disclose to anyone, except pursuant to an order of a court of competent jurisdiction, or use or otherwise exploit for its own benefit, or for the benefit of anyone other than Supplier, of any Confidential Information, which may include trade secrets, vendor or customer information, marketing or product development plans, business plans, projections, financial information, pricing and cost information, business strategies, the terms or existence of this Agreement, or any other competitive sensitive or proprietary information which is not generally known in the industry, whether or not in written or tangible form.

~~D.~~E. Required Disclosures of Confidential ~~Institutional~~ Information. If ~~Supplier~~ either party, as a "Recipient" of confidential information, is required by a court of competent jurisdiction or an administrative body to disclose the other party's confidential information as the "Discloser" of Confidential Information, ~~Institutional Information~~, ~~Supplier~~ the Recepient will notify ~~UC~~ the DIscloser in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless ~~Supplier~~the Receipient ~~is~~ prohibited by law from doing so), to give ~~UC~~ the Discloser an opportunity to oppose or otherwise respond to such disclosure. To the extent ~~Supplier~~ the Recipient still required to disclose Institutional Information, Recipient ~~Supplier~~ will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.

~~E.~~F. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States~~, or access of Institutional Information from outside the United States,~~ is prohibited except with prior written authorization by UC.

~~F.~~G. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

~~G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened~~

~~breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.~~

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:
(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
    1. Uses bulk packaging;
    2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
    3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
    4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
    5. Uses locally recyclable or certified compostable material.
D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
    1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
    2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
    3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):
   1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – ~~FAIR WAGE/FAIR WORK~~Intentionally Omitted.

~~If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC~~

Commented [GP2]: This proposed agreement does not include services to be performed at UC location(s).

~~Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.~~

~~For Services rendered (actual spend) not subject to prevailing wage requirements in excess of $100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which $100,000 in spend is reached.~~

~~The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html). Please see the UC Procurement/Supply Chain Management Policy BUS 43 (https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html) for the definition of professional services and consulting.~~

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – EXTRAORDINARY CIRCUMSTANCES~~FORCE MAJEURE~~

The following provision applies for the duration of any Extraordinary Circumstance that may occur during the term of this Agreement and overrides any other conflicting provisions of this Agreement. For purposes of this provision, "Extraordinary Circumstance" means any of the following events if it causes an increase in the cost of supply of a product under this Agreement, or delays or results in a reduction in volumes of a product, and such increase in cost, delay or reduction in volumes is outside of the reasonable control of Medline, which includes: (a) acts of God; (b) flood, fire, earthquake, hurricane, tornado, volcanic eruption, tsunami, landslide, explosion, epidemic, or pandemic, including the COVID-19 pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) quarantine, embargo, tariff, blockade, or any other action or order by a governmental authority, including change or proposed change of laws or regulations, or declaration of a state of emergency; (e) strikes, labor stoppages or slowdowns, or other industrial disturbances; (f) disruption in the supply of adequate power, fuel, materials, components, or communications or transportation facilities, or other commercial impracticability (e.g., because performance is medically inadvisable for those persons involved); or (g) global shortages in product supply caused by (a)-(f) above or other occurrences. If an Extraordinary Circumstance occurs, then Supplier may, at its option and with written notice to UC, take any or all of the following actions:

A. Increase the pricing for the product(s) impacted by the Extraordinary Circumstance for all orders that are received or to be fulfilled during the period of the Extraordinary Circumstance to account for increased costs incurred by Supplier attributable to the Extraordinary Circumstance. After receipt of Supplier's notice of the applicable price increase, UC will have five (5) business days to terminate any pending orders for the products that are the subject of Medline's notice.

B. Allocate available quantities of the product(s) impacted by the Extraordinary Circumstance among Supplier's customers, which may involve reducing the size of CUC's pending orders.

C. Adjust delivery arrangements and timelines for pending orders for product(s) impacted by the Extraordinary Circumstance to the extent necessary as determined by Supplier acting reasonably.

D. Reject pending or new orders for the product(s) impacted by the Extraordinary Circumstance

~~Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).~~

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent, which will not be unreasonably withheld. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party

beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
C. Changes in the status of the parties;
D. Changes in flow down terms from external parties; and
E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to Supplier's supply of the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

(a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) and at Supplier's expense; and

(b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

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;

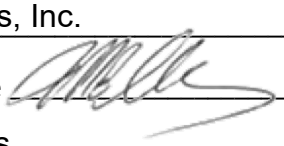
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of 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:

Company Name Medline Industries, Inc.

Signature or Company Representative 

Representative Name Marc Phillips

Title Senior Vice President, Corporate Sales

Date 9/23/2020

Return Goods Policy

Authorization

All returns must be authorized by Medline prior to receipt. Product must be returned within 90 day of purchase. Authorizations are valid for 30 days. Return goods authorizations (RGAs) may be arranged either phoning Customer Service at **1 800-307-8386** or by contacting a Medline sales representative. Unauthorized returns may be returned to customer at customer's expense, destroyed by Medline's at Medline's discretion, or subject to additional charges without credit being issued to customer. **This policy applies to all customers unless superseded by a separate written agreement that includes specific return goods terms and conditions.**

Return Procedure

After obtaining an RGA, each return must include the following information:

- Customer's name, address and account number.
- RGA number.
- Original PO number or original Medline order number.
- Lot number and expiration dates where applicable.

Return Policy

Defective products are returnable with prior authorization. Non-defective products may be returned, provided customer has obtained prior authorization from Medline, if such products are in salable condition and suitable for restocking. Freight and restocking may apply as noted in the Restocking Fee Scheduled listed below. Product must be returned within 90 days of receipt.

The following conditions will not be considered for return.

- Products purchased more than three months prior to return request.
- Products considered hazardous materials.
- Special or custom products made to customer specifications or sold as non-returnable.
- Products returned in altered or damaged packaging, or in packaging other than original packaging.
- Refrigerated items.
- Packs broken, breached or damaged.
- Items in unsalable units of measure where product cannot be resold.
- Returns prohibited by state law*.
- Products with less than 6 months shelf life remaining based on expiration dates.
- Third party vendor products that require a vendor return authorization are subject to the vendor's return policy and applicable fees.
- Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of returned products and is subject to the other terms of this policy.

*Each state has individual Pharmacy laws, all returns are subject to approval of Medline Regulatory Affairs.

Damages or Shortages

In an effort to minimize any delay in resolving a damage or shortage claim, customer is required to count all receipts prior to customer's acceptance of delivery from the carrier. All damages or shortages must be noted on the carrier's freight bill or bill of lading and be countersigned by the customer. The damaged products must remain in the original carton, in the event inspection is required by the transportation company. Customer must notify Medline of any damages in transit or product shortages within two (2) business days of receipt, or Medline shall have no obligation to process credit or arrange for product replacement. Contact Medline Customer Service at 1-800-MEDLINE or a Medline sales representative to report damages or shortages.

Products Shipped in Error by Medline

Customer must notify Medline of any shipping errors or disputes within two (2) business days of receipt. Products shipped in error by Medline are freely returnable for full credit, provided that such returns are made within thirty (30) days of receipt.

Defective product

Defective product, properly noted damaged product and returns that are the result of a Medline error may be returned at Medline's expense and for a full credit, subject to the other provisions of this policy.

Restocking Fee Schedule

Return from Date of Invoice	Re-stocking fee Percentage
0 – 30 Days	5% / $25 minimum + Freight
31 – 60 Days	10% / $25 minimum + Freight
61 – 90 Days	20% / $25 minimum + Freight
Greater than 90 days	not returnable unless expressly approved prior to receipt – contact your Medline Representative for additional information.

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 and/or any of its Principals--

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.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

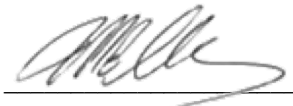
THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(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: Marc Phillips

COMPANY NAME: Medline Industries, Inc.

DATE: 9/23/2020

ARTICLE 1. PURPOSE AND INTRODUCTION

A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.

B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.

C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:

1. Developing and documenting a plan that protects Institutional Information and IT Resources.
    - Supplier must responsibly execute this plan.
    - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.[1]
    - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
3. Updating its plan to effectively address new cybersecurity risks.
4. Complying with pertinent contractual and regulatory responsibilities.
5. Providing UC with evidence of compliance with Supplier's information security plan.
6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

[1] Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, IS0 27002, NIST SP 800-53 and NIST SP 800-171.

D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.

E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.

F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

A. **"Breach"** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.

B. **"Illicit Code"** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, "back door," "trap door," "booby trap," "dead drop device," "data scrambling device," or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.

C. **"Institutional Information"** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.

D. **"IT Resource"** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **"Major Change"** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **"Security Incident"** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier's administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.

B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.

C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.

D. Updates to Exhibit 2 will occur as follows:

1. On an annual basis, Supplier will review its information ~~security plan~~, update it as needed, and submit it upon written request by UC.

2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.

E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.

F. Supplier's Information Security Plan must:

1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;

2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;

3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;

4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;

5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;

6. Clearly document the cybersecurity responsibilities of each party;

7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;

8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;

9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;

10. Prevent unauthorized access to Institutional Information and IT Resources;

11. Prevent unauthorized changes to IT Resources;

12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;

14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and

15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.

B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.

C. ~~UC may request and perform a security audit using a qualified third-party or a mutually agreed upon alternative annually or as a result of a Breach.~~

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:

1. When Major Changes happen.
2. ~~When Supplier becomes aware of a vulnerability that warrants a CVE[2] rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.~~

B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.

C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

[2] Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.

B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (https://security.ucop.edu/policies/institutional-information-disposal.html) or an alternative approved by UC.

C. Supplier will certify in writing to UC that such return and/or disposal has been completed.

D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

A. **Reporting of Breach or Security Incident**: If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:

1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
3. The nature of the Breach and/or Security Incident;
4. The Institutional Information and/or IT Resources affected;
5. What Supplier has done or will do to mitigate any deleterious effect; and
6. What corrective action Supplier has taken or will take to prevent future Security Incidents.

B. Supplier will provide other information as reasonably requested by UC.

C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.

D. Coordination of Breach Response or Security Incident Activities: Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:

1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.

E. Breaches and Security Incidents – Corrective And Preventive Action: As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
2. Identification and description of the root causes; and
3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.

F. **Costs**: Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.

G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.

B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.

C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.

D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.

E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.

F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.

G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.

H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4[3], Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

[3] See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.

Exhibit 1 – Institutional Information

1. Protection Level Classification[4]:

☐ Protection Level 1

☐ Protection Level 2

☐ Protection Level 3

☐ Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

A. ☐ Animal Research Data.
B. ☐ Controlled Technical Information (CTI).
C. ☐ Controlled Unclassified Information (CUI) – 800-171/NARA.
D. ☐ Defense Department: Covered Defense Information (CDI).
E. ☐ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
F. ☐ GDPR personal data.
G. ☐ GDPR special data.
H. ☐ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
I. ☐ Health Records subject to HIPAA Privacy or Security Rule (PHI).
J. ☐ Human Subject Research Data.
    1. ☐ Identified.
    2. ☐ Anonymized.
K. ☐ Intellectual property (IP), such as patents, copyright, or trade secrets.
L. ☐ ITAR/EAR-controlled data.
M. ☐ Payment card data (PCI, PCI DSS).
N. ☐ Personally identifiable information – PII.
O. ☐ Student data, whether or not subject to FERPA.
P. ☐ Other: _____
Q. ☐ Other: _____

[4] For reference see: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

R. ☐ Other: _____

S. ☐ Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

A. ☐ California Confidentiality of Medical Information Act (CMIA) *.

B. ☐ California Consumer Privacy Act (CCPA).

C. ☐ California Information Practices Act (IPA).

D. ☐ European Union General Data Protection Regulation (GDPR)*.

E. ☐ Family Educational Rights and Privacy Act (FERPA) *.

F. ☐ Federal Policy for the Protection of Human Subjects ("Common Rule").

G. ☐ Genetic Information Nondiscrimination Act (GINA).

H. ☐ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.

I. ☐ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.

J. ☐ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).

K. ☐ The Fair and Accurate Credit Transaction Act (FACTA).

L. ☐ The Fair Credit Reporting Act (FCRA).

Data Security

M. ☐ Chemical Facility Anti-Terrorism Standards (CFATS).

N. ☐ Defense Federal Acquisition Regulations (DFARS).

O. ☐ Export Administration Regulations (EAR).

P. ☐ Federal Acquisition Regulations (FARS).

Q. ☐ Federal Information Security Modernization Act (FISMA).

R. ☐ International Traffic in Arms Regulations (ITAR).

S. ☐ Payment card data (PCI, PCI DSS).

T. ☐ Toxic Substances Control Act (TSCA).

U. ☐ Other: _____

V. ☐ Other: _____

W. ☐ Other: _____

X. ☐ Other: _____

Exhibit 2
Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]

Medline Industries, Inc.

Disaster preparedness and response plan for the continued availability of essential medical and surgical supplies.

Southwest Plan
Updated January 2020

PURPOSE AND SCOPE

Medline Industries, Inc. is committed to our customers' needs in time of crisis. Our substantial investment in specialized equipment, systems and other resources has allowed us to actively and immediately respond to a wide range of disasters over the past years, playing a key or leading role for our customers in many of them. This Disaster Preparedness and Response Plan contains general, but key, information pertaining to Medline's readiness, capabilities, and service parameters in the event and/or anticipation of a disaster including a pandemic epidemic. Medline maintains a proprietary, internal, detailed plan that is used during activation of the Disaster Response Team.

This Disaster Preparedness and Response Plan provides guidance for customers who are developing their own response plan. This information should be used in conjunction with your own Internal Supply Chain Team and your Director of Emergency Preparedness, along with any of your other internal (Infection Control, Legal, Occupational Health, etc.) and external (Governmental, Homeland Security, State Police, Other 3rd Parties, etc.). Medline is available to coordinate with these internal and external teams and resources for discussion and planning purposes, in addition to working with them in times of disaster.

A Disaster Preparedness checklist can be found on Page 6 of this document. The checklist was developed to help customers prepare for a catastrophic event and includes pre- and post-event recommendations.

There is a Medline Customer Service and Operations Key Contact List on page 7. This list identifies individuals within our organization who are dedicated to meeting your needs. Branch information on page 8 is included to reassure you that Medline is well positioned to protect continuity of service. Combined, this information should help your customer partner with Medline before, during, and after catastrophic events.

Medline Operations and Inventory Management encourage you to escalate calls whenever you experience a breakdown in communication. Our expert team is dedicated to serving your needs.

Medline Capabilities

Medline's experience includes leading air and ground efforts to move both supplies and patients during Hurricane Katrina, middle of the night inventory replenishment for customers who have experienced floods and fires, as well as massive efforts to support customers in specific geographic regions who were hit by fire; floods, ice storms, tornados and hurricanes. We've assisted customers in bringing their own facilities back online after catastrophic damage.

Our greatest strengths include our network of 40+ distribution centers with 2.0+ million SF, thousands of dedicated Team Members, 950 power units in our owned fleet, $2+ billion in domestic inventory, critical disaster response equipment, and our detailed internal disaster response plan. This is in addition to strategic contractual agreements with third party transportation providers and world class emergency preparedness and response partners that we train and work with.

MedTrans is our private truck fleet, which can provide Medline with complete control over delivery capabilities, particularly in an emergency period when there is severe competition for transportation resources. In addition to our private fleet, Medline has contractual agreements with over 100 transportation providers throughout the country, including the highest-rated, same-day/emergency delivery carriers, both ground and air.

Medline's inventory management system helps us achieve the highest service levels in the Healthcare industry. In the event of a disaster the same system can be used to redirect any portion of more than $2,000,000,000 of inventory into a targeted geographic area. For the Southwest, our distribution centers in Tolleson, AZ; Aurora, CO; Salt Lake City, UT; and Temecula, CA; combined with the Rialto, CA and Tracy, CA distribution center (two of our largest central stocking locations or "Hubs"), offer a logistical advantage in times of crisis. As situations occur, inventory is immediately re-directed to the areas with the most critical need.

We have also developed programs which allow our customers the option of stockpiling inventory on items of their choosing without incurring the additional expense of self-storage. Please let us know if you would like to review this option for your facility.

We have expanded our production facilities which are now strategically located across three continents. We also have exclusive partnerships with leading suppliers of domestic branded raw materials.

Medline is a major contractor with the Department of Defense, FEMA and the CDC National Stockpile programs.

From our Disaster Response Centers in Mundelein, IL and Dubuque, IA, we have repeatedly demonstrated our ability to successfully marshal action across our entire network of resources: products, facilities, trucks, and team members. In the event of a pandemic or other major disaster, Medline Industries, Inc. will work closely with your facility, as well as other medical facilities in the area, to ensure all customer needs are responded to as promptly as possible.

MEDLINE EMERGENCY ACTION PLAN

In the event of a disaster or other crisis, Medline will activate its Emergency Action Plan or EAP. The Corporate Disaster Response Team (DRT) is preapproved by the Medline Board of Directors to take whatever actions and commit whatever resources (financial and operational) are required to respond in a manner consistent with Medline's Mission, Vision, and Core Values.

Medline's Disaster Response Team (DRT)

The DRT will meet in our Disaster Response Center to determine the nature and scope of the event and initiate an appropriate response.

The DRT consists of the following: President of Global Operations, CIO, Sales EVP, VPs' Operations, VP Inventory Management, VPs' Transportation, Director of Customer Service, and the Director Operations and Warehouse Manager of affected, distribution centers and their back-up centers.

The President Global Operations or Region VP Operations will lead the DRT and utilize the detailed internal disaster plan for the specific disaster and assign action items to each member of the DRT, who will then engage all internal and external resources that are part of their response plan.

The DRT or members of the team will be dispatched to the affected site by air, if it is determined that would be more effective.

The DRT will continue to meet twice daily to reassess the situation and redirect resources when and where appropriate. This will include communications discussed below.

Customer Communications

1. Once the nature and scope of the event is determined, the VP of Operations and the local Distribution Center Director will contact Senior Sales person(s) for the geographical area. Please note that Medline Operations sends notifications to Customer Service and Field Sales in advance and tracks any disasters that can be anticipated.
2. The Senior Sales person and VP Operations will contact customers (contacts and methods of communication vary by Customer and Request) to determine short and long term critical needs.
3. Based on Customer requirements and intensity of event, plans will be developed to ensure the requested inventory is delivered as early as possible to ensure continuity of business. All members of the DRT will be utilized (Transportation, Inventory Management, IS, Customer Service.) Please note that before we even get customer orders (except for Standing Emergency Orders which we strongly encourage customers to consider), we have already begun redirecting additional inventory to the affected area.
4. If any portion of the plan changes for any reason, the Medline VP Operations is accountable to notify Medline Senior Sales and the customer to discuss cause of change and develop alternative actions. Most of these communications occur during the twice daily Internal Medline DRT Calls and pre or post calls can also be made to any Customers who so request.

In the event that a natural or other disaster destroys or renders a Medline facility inoperable, the following procedures are in place to maintain continuity of service:

1. One of three assigned back-up distribution centers will act as a temporary distribution center for a designated service area. Within 2 (two) hours all orders will be moved to the back-up branch until such time as the primary branch can resume operations.
2. MedTrans fleet assets, distribution personnel, and additional third party transportation assets may be repositioned to provide additional transportation and support services in areas with the most critical need.
3. As the situation dictates, inventory will be reallocated to the appropriate back-up distribution center to accommodate the increased demand.

Medline will extend its hours of operation in all appropriate locations to ensure all customers' needs are met. Medline has contractual agreements with both LTL (common) carriers and same-day express – ground and air delivery services – that will also flex their hours of operation as required.

Medline will continue to process orders and make deliveries as long as the safety of our employees is not jeopardized and local authorities do not impede service. Please note that there are varying levels of notification from local and state authorities and we monitor a number of web sources to help us make these decisions, in addition to contacting the respective agencies from our specific call list. We do move our trucks during times that agencies request all traffic to be off the roads, if there is an urgent need and after we discuss with the agencies. This need will be determined via customer discussions (Customer calls are initiated to Prime Vendor and other customers whose deliveries could be more critical) after discerning the anticipated timing of the road delay or closure and the customers determination of the criticality of their supply needs. This criticality could allow for a delay in delivery, could require a smaller part of an order to be expedited using available premium delivery methods or re-routing to other Medline DC's if delivery options are available. Our Customer Communication is preferred via our Customer Service Team or Sales Reps, but can also be delivered via email.

The DRT will provide updates to our Sales and Customer Service Teams twice daily, or any time there is a significant change in our service capabilities. These teams will then handle customer communications. As noted above, there are customers who may specifically request Medline and their DRT to provide direct updates or direct participation in their internal planning, and these will be handled as they arise.

In times of crisis, customer pickups will be available as long as the distribution facility is secure and operational. In the event of a pandemic, some other restrictions may apply in an effort to protect our employees, our customers, and their needs.

Disaster Preparedness Checklist

- ❑ Identify your needs now. What are the special needs of your patient population? Will that population change in the event of a disaster (i.e. more long-term care needs vs. outpatient surgery)? What happens when the nursing home around the corner gets shut down or can no longer accommodate patients?
- ❑ Establish product formularies for multiple contingencies. Try to have alternates or pre-approved or "qualified" substitutes for the most critical items.
- ❑ Work with your Medline rep to prepare a pre-approved substitution list for any critical custom sterile or non-sterile kit.
- ❑ Prepare your emergency order(s) in advance. Your Medline rep can help you develop a par level of commonly ordered items or those most likely needed in responding to a particular disaster. Medline has systems in place to block, for review, orders that exceed historical usage for a customer, distribution center or geographic region. This mechanism is in place to prevent hording during the response phase of any disaster. Stockpiling in preparation of a disaster is encouraged and your Medline rep can help you with programs designed to mitigate the expense of carrying additional inventory. Many customers prefer the security of having additional inventory on-hand but lack the storage space to "stock-up". Medline can help arrange a trailer with supplies of your choosing and stage it at your facility. (Account will be responsible for trailer detention and appropriate return/restocking fees should the inventory not be utilized.)
- ❑ Place standing purchase orders. Medline will retain standing orders to release under a set of prior agreed to circumstances unless otherwise notified.
- ❑ Make copies! Keep hardcopies of all product formularies and their corresponding par levels, emergency orders ready to be placed and standing PO's you may have already placed. Make sure others that need to know will know where to find them and what needs to be done.
- ❑ If a disaster is imminent place your orders early - 96 hours in advance if possible, 72 hours at the latest. The closer we get to an impending disaster or a known danger the more difficult it becomes for us to do everything for everyone.
- ❑ Consolidate your orders. Multiple orders can potentially slow operations.
- ❑ Think about how supplies will get to you. Identify a back-up receiving area. Make sure other plans don't get in the way of your own. Are you prepared to handle alternate or flexible delivery times (after hours, weekends, etc.)?
- ❑ Designate a point person. Who in your facility is responsible for your disaster preparedness plan? Who is the person that will lead your facility's response? Who in your facility is responsible for coordinating with your suppliers for supply chain continuity? Your Medline rep will continue to be your primary contact for the coordination of all orders, deliveries, backorder relief as well as special needs just as they are today. Make sure your rep knows who to contact and how, and if that person isn't available, and that person, ...
- ❑ Provide a list of all facility emergency contact numbers to your Medline representative. This will ensure communication channels remain open.
- ❑ Know who to call at Medline. In addition to your Medline sales rep the only number you need is 1-800-MEDLINE.

Key Contacts

Name	Organization/Position	Primary	Secondary
Customer Service	Monday – Friday 8:00 AM – 8:00 PM (EST)	800-633-5463	563-589-7977
Customer Service Extended Hours	Monday – Friday 8:00 PM – 8:00 AM (EST) & 24 Hours Sat. – Sun.	563-543-0558	
Bill Abington	President, Global Operations	847-949-2002	847-922-3882
Joel Bain	AVP, Operations	209-239-0020	209-587-3382
Brian Bevers	SVP, Operations	847-643-4830	847-708-7676
Jeff Brennan	VP, Transportation – Outbound	847-643-4147	847-372-7352
Duane Carter	AVP, Operations	360-491-0241	253-888-2297
Larry Corrigan	VP, Operations	847-643-4251	847-903-9661
Nick Dow	VP, Operations	847-643-4852	773-392-1704
Efrem Hawkins	AVP, Operations	909-429-4734 x2235	951-317-2769
Harry Hays	AVP, Operations	972-572-1001 x2223	253-468-5252
Chris Johnson	AVP, Operations	224-931-1480	847-532-4889
Paul Niederkorn	AVP, Operations	763-428-0124 x2221	214-762-6385
Ben Roedl	AVP, Operations	224-931-1067	920-210-0447
Dave Sevenikar	AVP, Operations	951-296-2600 x1232	909-376-3052
Wes Swearingin	SVP, Operations	847-643-4255	847-445-7120

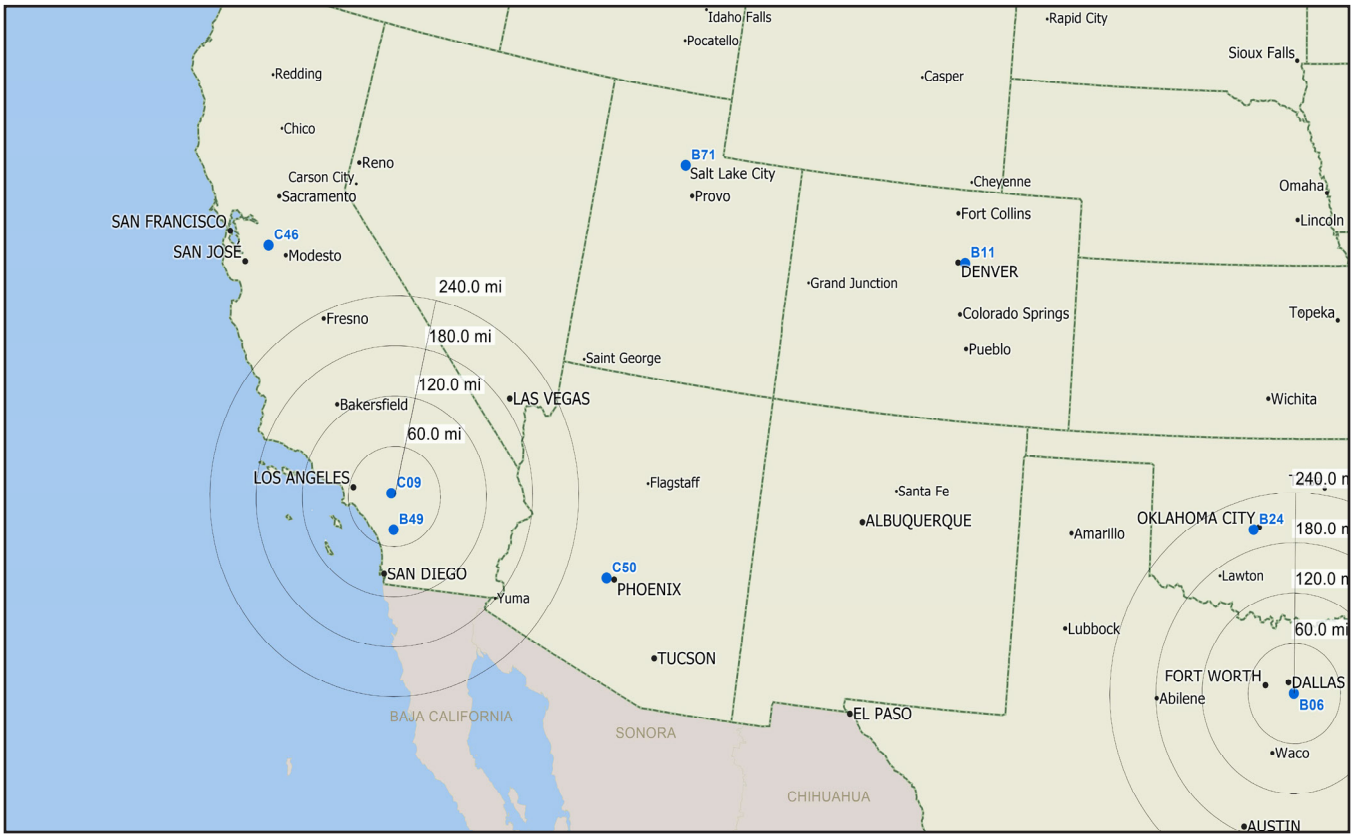
Medline Customer Service

Medline's customer service department is available 24 hours a day, 365 days a year for assistance with emergency orders.

Customer service representatives have access to all DRT members as well as the most senior management of the company. Rest assured these representatives will get you to the right person within Medline to handle your special needs during a crisis.

Often the ability to dial toll-free exchanges is disrupted following a service outage. If you are unable to connect with a service representative using the toll-free number please use the secondary (direct exchange number).

SOUTHWEST DISTRIBUTION CENTERS



Rialto, CA – C09
1960 W. Miro Way
Rialto, CA 92376

Aurora, CO – B11
21111 E. 36th Drive
Aurora, CO 80011

Tracy CA –C46
24550 Hansen Road
Tracy, CA 95377

Temecula, CA – B49
42500 Winchester Road
Temecula, CA 95950

Tolleson, AZ – C50
8787 W. Buckeye Road
Tolleson, AZ 85353

Salt Lake City, UT – B71
1820 S. 5200 W.
Salt Lake City, UT 84104

Medline Industries, Inc.

RETURN POLICY

Return Policy

Authorization

All returns must be authorized by Medline prior to receipt. Product must be returned within 90 day of purchase. Authorizations are valid for 30 days. Return goods authorizations (RGAs) may be arranged either phoning Customer Service at 1 800-307-8386 or by contacting a Medline sales representative. Unauthorized returns may be returned to customer at customer's expense, destroyed by Medline's at Medline's discretion, or subject to additional charges without credit being issued to customer. **This policy applies to all customers unless superseded by a separate written agreement that includes specific return goods terms and conditions.**

Return Procedure

After obtaining an RGA, each return must include the following information:

- Customer's name, address and account number.
- RGA number.
- Original PO number or original Medline order number.
- Lot number and expiration dates where applicable.

Return Policy

Defective products are returnable with prior authorization. Non-defective products may be returned, provided customer has obtained prior authorization from Medline, if such products are in salable condition and suitable for restocking. Freight and restocking may apply as noted in the Restocking Fee Scheduled listed below. Product must be returned within 90 days of receipt.

The following conditions will not be considered for return.

- Products purchased more than three months prior to return request.
- Products considered hazardous materials.
- Special or custom products made to customer specifications or sold as non-returnable.
- Products returned in altered or damaged packaging, or in packaging other than original packaging.
- Refrigerated items.
- Packs broken, breached or damaged.
- Items in unsalable units of measure where product cannot be resold.
- Returns prohibited by state law*.
- Products with less than 3 months shelf life remaining based on expiration dates.
- Third party vendor products that require a vendor return authorization are subject to the vendor's return policy and applicable fees.
- Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of returned products and is subject to the other terms of this policy.

*Each state has individual Pharmacy laws, all returns are subject to approval of Medline Regulatory Affairs.

Damages or Shortages

In an effort to minimize any delay in resolving a damage or shortage claim, customer is required to count all receipts prior to customer's acceptance of delivery from the carrier. All damages or shortages must be noted on the carrier's freight bill or bill of lading and be countersigned by the customer. The damaged products must remain in the original carton, in the event inspection is required by the transportation company. Customer must notify Medline of any damages in transit or product shortages within two (2) business days of receipt, or Medline shall have no obligation to process credit or arrange for product replacement. Contact Medline Customer Service at 1-800- MEDLINE or a Medline sales representative to report damages or shortages.

Products Shipped in Error by Medline

Customer must notify Medline of any shipping errors or disputes within two (2) business days of receipt. Products shipped in error by Medline are freely returnable for full credit, provided that such returns are made within thirty (30) days of receipt.

Defective Product

Defective product, properly noted damaged product and returns that are the result of a Medline error may be returned at Medline's expense and for a full credit, subject to the other provisions of this policy.

Restocking Fee Schedule

Return from Date of Invoice	Re-stocking fee Percentage
0 – 30 Days	5% / $25 minimum + Freight
31 – 60 Days	10% / $25 minimum + Freight
61 – 90 Days	20% / $25 minimum + Freight
Greater than 90 days	not returnable unless expressly approved prior to receipt – contact your Medline Representative for additional information.

For authorized returns to your local Medline branch returning via MedTrans, no freight charges will be assessed.

Medline Industries, Inc.

REFERENCES

University of Pittsburgh
Michelle Smith, MBA, CPIM, PMP
Strategic Sourcing Manager
3309 Cathedral of Learning 4200 Fifth Avenue
Pittsburgh, PA 15260
msmith@cfo.pitt.edu
412-648-3910

UC Davis Supply Chain Management
Tim Maguire, C.P.M., CPSM
Assistant Vice Chancellor for Supply Chain Management
& Chief Procurement Officer
timmaguire@ucdavis.edu | 530-304-1036

Harvard University
Sandi Newton
Strategic Sourcing Manager
1033 Mass Ave. 202
Cambridge, MA 02138
6170495-9452
Sandi_newton@harvard.edu

University of Washington
Kassy Ellefson
Sr. Contract Manager, Science/Research, Global Commodities
University of Washington Procurement Services
ellefson@uw.edu
206-543-5827

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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).

Commented [ML1]: 2.5% on Medline brand items and 0.5% fee on distributed items.

Formatted: Font color: Red, Strikethrough

Formatted: Font color: Red, Strikethrough

Formatted: Font color: Red

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.

Formatted: Font color: Red, Strikethrough

Commented [ML2]: Establish Master agreement as one of Medline's preferred contracts to Public Agencies.

Formatted: Font color: Red, Strikethrough

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.

Formatted: Font color: Red, Strikethrough

Commented [ML3]: This master agreement will become one of Medline's preferred contracts for Public Agency use.

Commented [ML4]: Upon written request by customer

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.

Commented [ML5]: Supplier commits to providing competitive pricing at similar or lower net pricing than cooperative agreements of similar scope. In the event that a lower price is found on a similar contract, Medline reserves the right to lower pricing to that participating public agency. This price adjustment is at the sole discretion of Medline.

2.3 Sales Commitment

Supplier may ~~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.

Formatted: Font color: Red, Strikethrough

Commented [ML6]: A preferred contract

Formatted: Font color: Red

Formatted: Font color: Red

3.0 SUPPLIER RESPONSE

Commented [ML7]: For clarity, supplier response has been included as a standalone attachment titled "Exhibit A Supplement – Medline 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.

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

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

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

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.

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: _____

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.

I. Describe how supplier differentiates itself from its competitors.

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

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.

L. Describe any debarment or suspension actions taken against supplier

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.

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.

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.

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

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

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:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. 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

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

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.

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.

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
   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

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

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

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.

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

I. 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.

J. 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.

K. 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.

L. 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

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. 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.

Detail Supplier's strategies under these options when responding to a solicitation.

1.1 Company

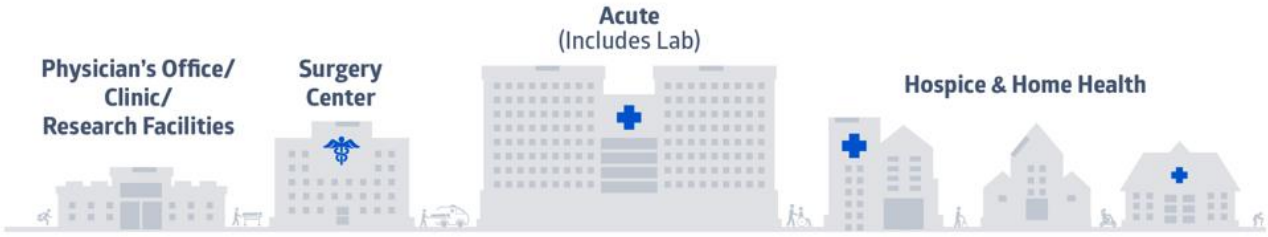
A. Brief history and description of Supplier to include experience providing similar products and services.

Please see Attachment E for summary.

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

Medline has a growing salesforce of over 1400 reps, with both inside and a significant number of outside sales representatives. Our reps are separated by salesforce and customer type, in addition to having specialty reps such as skin health, home health, and textile reps, as well as sales specialists for most of our product categories. This contract will primarily be supported by our post-acute salesforce, which has more than 400 representatives, market sales directors, and managers. In addition, the contract will be supported by our customer service team in Dubuque, IA who are able to handle a variety of customer needs, with extended hours.

Medline has strategically positioned itself to prepare for the future of healthcare and distribution. In doing so, Medline has developed its strategy to service all classes of trade to follow a patient throughout the course of their life. Below is a brief outline of Medline's programs to support OMNIA's various classes of trade.



PHYSICIAN OFFICE	• 160 reps dedicated to Physician Offices • The ability to manufacture product directly and reduce the cost of care for practices. Our average customer is able to reduce supply cost by over 15% • The ability to connect hospital based contracts to the non-acute practice • White glove service for physician office set ups • Next Day Desktop delivery to physician practices
AMBULATORY SURGERY CENTERS	• 65 reps dedicated to surgery centers • Our team optimizes our manufacturing and SPT expertise, and how reprocessing can help surgery centers decide/maximize the outpatient reimbursement • Working with all shipment sizes from case shipments to low unit of measure, matching the variability of supply needs • Providing assessments for results, including the full perioperative review experience and expanding to lean touchpoint analyses

POST-ACUTE	• 400 reps dedicated to Post-Acute facilities • Proprietary and unique quality management program (Abaqis) that enables nursing homes to reduce deficiencies, improve quality and efficiently comply with new federal requirements • Proprietary and unique program (Real Time Medical Systems) to give nursing facilities real time alerts about changes in a resident's condition to improve the quality of care real time
HOME HEALTH	• 150 reps dedicate to Home Health and Hospice facilities • Patient Specific Ordering and Billing to reduce nursing time • Insurance direct billing to streamline supply management • Clinical standardization support for improved outcomes • Next-day Deliveries/ LUM for targeted supply management
LABORATORY	• 50 specialist dedicate to Laboratories • 120,000 products available across all major lab categories – equipment, plastics/consumables, chemicals, media, glassware, and molecular/rapid diagnostics • Our laboratory deliveries mimic that of our med surg delivery schedule, and orders will come on the same MedTrans trucks with separate palletization for ease of delivery to lab
Acute	• 279 • Account Managers • 39 • Sales Managers • 13 • National Acct. VPs • 18 • Corporate Sales (8) IDN Specialists (10) • 55 • On-Site Distribution Specialists • 500,000+ products available across all categories • Our laboratory deliveries mimic that of our med surg delivery schedule, and orders will come on the same MedTrans trucks with separate palletization for ease of delivery to lab

Specialized Clinical Resources	Skin Health | Wound Care | Incontinence Care | Infection Prevention | Surgical Procedure Surgical Preference Items | Support Surfaces
Supply Chain Specialists	Industrial Engineers | Lean Six Sigma Specialists | Business Analysts | Onsite Resources Utilization Consultants | Logistics Consultant
Product Specialists	Dedicated Resources In 20+ Product Divisions

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

Medline's corporate headquarters campus is located in Northfield, IL with additional business support centers in Libertyville and Mundelein IL. Medline also has a large customer service center located in Dubuque, IA which houses our sales support staff.

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

Because Medline is a privately held corporation, this information is considered proprietary. Please see attached financials for additional information. (Attachments A, B, and C.)

E. Describe any green or environmental initiatives or policies.

Our Efforts at a Glance

As a partner to the world's top health systems, we work to develop sustainable solutions for our customers, ranging from the creation of green products to the implementation of innovative waste reduction programs. In this way, we are able to reduce not only our own footprint, but the footprint of others.

To conserve the earth's natural resources and help curb our GHG emissions, we invest heavily in renewable energy, green building standards and fuel-efficient transportation methods.

As the largest private manufacturer of medical supplies, we recognize our responsibility to reduce waste throughout our supply chain.

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.

At Medline, we're committed to developing relationships with small and diverse suppliers that meet the needs of our customers. Small and diverse businesses represent a cornerstone of economic development, and our goal is to strengthen that foundation by providing opportunities for high-quality, diverse businesses. Our current vendor roster includes small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and HUBZone enterprises. The intent of our Vendor Diversity program is to foster the growth, sustainability and increased competitiveness of our diverse supplier base. Examples of our program initiatives include, but are not limited to:

Mentoring and Development
Through both formal and informal opportunities, our participating suppliers receive valuable benefits:
• A deep understanding of Medline's organization, processes and values, making it easy to work with us effectively
• Opportunities to collaborate with us and other Medline suppliers to create innovative products and solutions
• Access to Medline's extensive resources to strengthen their own capabilities

Marketing
We help boost the marketing efforts of our small and diverse vendor partners by offering fee-based access to Medline resources, including:
• Sales and marketing resources
• New markets and sales channels
• Preferential product positioning
• Prime vendor customer introductions

Outreach
There are a variety of ways in which we seek-out new diverse supplier partners who can help us achieve our goals, including:
• Participating in trade shows and forums specifically focusing on small-diverse businesses including
• Vendor referral tools and programs
• Networking to identify prospective suppliers with the greatest potential

Medline continuously monitors its small business partnership opportunities, and looks for opportunities to diversify the supplier base. Approximately 14% of Medline's 2030 total sub-contracted spend was with small and/or diverse vendors. Medline is committed to pursuing win-win opportunities for all parties and we are continually expanding our supplier portfolio to include more small and diverse businesses that provide a proper fit for our mutual customers. We expect ALL of our vendors to share Medline's values (continuous improvement, better costing, innovation, etc.). Here are some of Medline's diversity product examples:

- **Women Owned – Medicare billing, shampoo, mouthwash, slippers, recliners, cotton tip applicators, aloe gloves**
- **Minority Business Enterprise – Skin Scrub Trays & Non-Sterile Kits**
- **Small Disadvantaged – Housekeeping supplies, tapes & cleaners for computers, component parts and labor for installation of cable at warehouse**
- **Veteran Owned – Instrument cleaner, elastic bandages, advanced wound care products, distribution**
- **Historically Underutilized Business – OR Accessories, Zinc Oxide, Gowns, Scrubs, warm-ups, DME**
- **Service Disabled Veteran Owned – Pallets, lockers, totes, storage racks for warehouse, distribution**

Certification Requirements
To be considered for Medline's Vendor Diversity Program, companies must show valid and current certification from one of the following agencies:
• Small Business Administration
• U.S. Department of Commerce
• National Minority Supplier Development Council
• National Minority Business Council (or similar council, local or regional)
• Women's Business Enterprise National Council
• Any State Certification

Reporting
-Medline also offers Tier II Diversity Reporting capabilities, in order to help facilities examine their diversity spend.

-We are also willing to partner with diverse subcontractors and value-added retailers, in order to help your facility meet their diverse spending requirements. Due to competitive pricing model offered through the OMNIA contract, there may be some costs associated with implementing M/WBE subcontracting partners.

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: _____

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.

At this time Medline does not anticipate using subcontractors for direct activities associated with the contract. Medline does have a robust portfolio, of both small and M/WBE subcontractors, and we verify certification status with a third party partner. In the event OMNIA members require performance from an M/WBE vendor as a portion of the contract, Medline may be able to utilize our exiting subcontractor relationships, or develop new relationships.

I. Describe how supplier differentiates itself from its competitors.

As a privately held, company with no long-term debt, we believe we are more nimble and better able respond to the challenges of the medical/surgical supply marketplace. Our financial position allows us to invest in long-term growth, as we don't have to answer quarterly to shareholders. In addition we are the market leader in many of the highest spend categories covered by this contract including exam gloves, drapes and gowns, skin care, DME, textiles, and incontinence care. Medline is also the only distributor to cover the entire continuum of care.

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

Medline has standard litigation for any company its size, but has never filed for bankruptcy, and is in its 3rd generation of family ownership. There is no litigation, past or present that will affect Medline's ability or eligibility to perform on this contract.

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.

Medline is a privately held, s-corporation held almost wholly in trust. None of the board, owners, or principals has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

At this time Medline is not on any government debarment or suspension lists.

1.2 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.

- **Medline provides more than 560,000 products and clinical solutions that serve the entire continuum of care, of which over 150,000 are Medline manufactured.**
- **Our vertical model as a manufacturer and distributor, allows us to control quality and deliver cost savings above and beyond our competition.**
- **Our OneMedline strategy makes us the only distributor with the infrastructure and resources (over 1,500 market specific resources) to reduce the inefficiencies and complexities of working with several different suppliers.**

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.

Medline's National Logistic Network

44 Distribution Centers and Growing

- **18 million square feet of warehousing space**
- **1.61 months inventory on hand on average**
- **On-site backup generators**
- **9 DCs currently have state-of-the-art automation – Goods to Person Robotics**

850 MedTrans delivery vehicles in service

- **On-board GPS systems with Dynamic Route Planning software for 99% on-time performance**
- **Advanced safety features, lane departure, collision avoidance, trailer sway sensors, on board cameras to record events**
- **Biodiesel fuel**
- **Delivery time visibility via Medline.com to estimated truck arrival time.**

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.

Medline has a state-of-the art fully integrated SAP software which controls our business operations. This allows us the ability to control pricing in real time, and immediately connect users to eligible contracts. Each customer is setup with a specific account, and once identified as an OMNIA member will be connected to OMNIA contract pricing. Standard connection time will be within 24 hours. Medline will have an analyst assigned monthly to review and audit pricing while concurrently submitting sales to OMNIA. Participating agencies can reach out to the contracts contact to ensure they are receiving contract pricing, or should be able to view the OMNIA contract pricing through their Medline.com login.

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

Although Medline owns its own fleet of trucks and parcel vans, there may be some instances where accounts are better served by common carriers such as FedEx, UPS, USPS or other regional/national partners. All orders will be processed by Medline, but common carriers may handle or ship products to the end user.

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

44 Distribution Centers and Growing

- **18 million square feet of warehousing space**
- **1.61 months inventory on hand on average**
- **On-site backup generators**
- **9 DCs currently have state-of-the-art automation – Goods to Person Robotics**

1.3 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:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. 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

   At this time we are unable to commit to OMNIA as our go-to market partner for public agencies, as we feel it is important to maintain a level playing field among cooperative contracts at our company. We feel this is in the best interest of our customers.

   This contract will have the backing and approval of our sales channel leaders, including our EVP of Post-Acute sales who may announce this contract publicly via a press release.

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

Medline would initiate a joint press release with OMNIA to announce to all members that Medline is on contract. Then Medline would identify potential contract customers, by prior OMNIA customer relationship, and current non-OMNIA customer relationships we can look to transition. These accounts will be targeted to have them adopt the OMNIA contract. Meanwhile we will build up inventory in all of our local warehouses. Contract pricing has been loaded at the time of the bid, so if awarded giving contract pricing is as simple as typing a quick group number into our system, or setting up accounts for non-Medline customers.

Immediately upon award, a sales-wide bulletin will be released with details of the contract, and instructions on how to approach the accounts. The target list will be developed within the first month and the appropriate reps will call on each of the targeted accounts.

Medline's marketing team will work with OMNIA to create a customer facing Medline webpage highlighting the OMNIA agreement with all information relevant to the contract including contract documents, contact information, account setup information, and a link to OMNIA's site. Medline will also allocate marketing resources to develop co-branded marketing materials within 90 days of contract

implementation. Release of marketing materials may be dependent on feedback received by OMNIA and customer base, but goal will be to distribute digital or print marketing material within 120 days of contract implementation.

Medline will commit to attending at a minimum the NIGP Annual forum and highlighting the relationship with OMNIA partners. Medline may also choose to attend any other regional or national trade-shows or forums as an OMNIA supplier or promoting the OMNIA contract as the opportunity arises throughout the term of the master agreement.

Medline has a dedicated toll free line for government customers as well as an e-mail inbox for government customers that OMNIA member will be given access to.

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.

At the time of bid, Medline currently holds cooperative contracts with the following agencies. This list may not be all inclusive.
-MMCAP Infuse
-Savvik
-NPPGov
-Buyboard
-TIPS (subcontractor)

Medline does not, and cannot have a preferred government purchasing cooperative. All cooperatives will be provided similar resources, promotion and support.

Medline will transition customers only upon explicit request by customer, but may chose, to assist in recruiting OMNIA participants. This recruitment would be solely at Medline's discretion, and also dependent on contractual obligations outside of OMNIA.

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.

Medline may choose to allow its logo to be used OMNIA partners, but will require review and approval by our marketing and legal teams before any

marketing material, communication, or promotions are distributed or posted. This review may be required for each instance of use.

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

iii. No cost to participate

iv. Non-exclusive

Confirmed with the exception of the best government pricing language. Unfortunately since we do business with many units of government, including Federal government, we cannot guarantee best government pricing. We can guarantee competitive government pricing, and equivalent pricing across contracts with similar scope and value.

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

Confirmed. Upon signing of this contract training will be provided from the top down. Our sales leadership will be presented with a training protocol to include all of the above points, and they will be instructed to disseminate the information to the sales representatives. Sales may also schedule breakout sessions with the contract managers for further training. In addition, our product divisions will be notified so that they are aware of the opportunity on the new national cooperative agreement.

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

i. Executive Support:

Brad Mariam, EVP Post-Acute bmariam@medline.com 224-931-1459

ii. Marketing

Jihan Nasrallah, VP Marketing, jnasrallah@medline.com 847-643-3035

iii. Sales

Each account will have its own primary sales rep assigned which should be the primary point of contact. In the event of questions, new account questions, or if escalation is needed you can reach out to the below:

Lucas McGovern, Government Analyst, lmcgovern@medline.com 847-837-2820 (primary)
Chris Powers, VP of Government Sales, cpowers@medline.com 224-931-7611

iv. Sales Support

Lucas McGovern, Government Analyst, lmcgovern@medline.com 847-837-2820 (primary)

v. Financial Reporting

Lucas McGovern, Government Analyst, lmcgovern@medline.com 847-837-2820 (primary)

vi. Accounts Payable

Each account will have their own AP specialist who will be assigned to their account. In the event there are any questions you can escalate to our AP team through your sales rep. If there are any additional questions, please feel free to contact the below:

Lucas McGovern, Government Analyst, lmcgovern@medline.com 847-837-2820 (primary)

vii. Contracts

Lucas McGovern, Government Analyst, lmcgovern@medline.com 847-837-2820 (primary)

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.

Our salesforce is structured to allow maximum coverage and attention to our customers. We purposely have a flat organizational structure, to allow quick escalation to our upper management.

This contract will be supported by both our Education/Research Sales force (Alex Wheeler SVP Sales, Education and Research, awheeler@medline.com, 847-643-3118) and our Post-Acute Sales force (Bob Ortiz SVP National Field Sales, Post-Acute, bortiz@medline.com, 847-868-4676)

The structure of our salesforce is as follows:

SVP->VP->Division Manager->Regional Manager->Account Manager/Sales Rep.

Our salesforce is national, and we have sales reps in all 50 states. We also have a team of inside sales representatives to ensure maximum coverage.

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

Our contract manager and sales managers will be the primary points of contact of the OMNIA team to work with. Upon award, a territory map will be provided to the OMNIA team, with a DRI for each territory. These DRI's along with the contract manager will setup strategy calls to discuss how best to grow and service the program.

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.

In order to streamline communication, Medline will assign a contract manager to be the primary point of contact for OMNIA. This contract manager will be responsible for coordinating between all areas in Medline and OMNIA. Any contract administration responsibilities will be the direct responsibility of the contract manager. The contract manager will also work as the liaison between sales, marketing, product divisions and leadership in the servicing of this program.

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.

Because Medline is privately held this information is considered proprietary. However, Medline has done in excess of $100M with public agencies in the previous calendar year. Additional partners can be found in the proposal PowerPoint (Attachment F) Some of our public contracts include:

1. **State of NY ($6M+ annually)**
    a. **Contact: Theresa Kuo (**NingBin.Kuo@ogs.ny.gov)
2. **State of NJ ($6M+ annually)**
    a. **Contact: Christine Murphy (Christine.murphy@treas.nj.gov)**
3. **State of PA Contract ($1M+ Annually)**
    a. **Contact: Crystal Zelinski (czelinski@pa.gov)**

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.

Medline has a comprehensive website with full order/order review capabilities. In addition, Medline is able to accept telephone and fax orders (although fax orders are not preferred).

For any issues or questions throughout the order process, the customer can always call our toll-free hotline at 1-800-MEDLINE from 7AM-7PM CST, M-F. They will be able to talk live with our highly trained customer service team. In addition, we have an after-hours hotline for emergencies, that is staffed 24/7.

Medline can setup accounts with terms (Net 30 is standard) or utilize p-card (2% fee for any CC orders). Orders will invoice upon shipment. Shipment status can be tracked using the Medline.com account. Medline also has the ability to interface with e-procurement or punch-out systems. We can fully integrate with Medline.com or provide hosted options. Due to the complex nature, some punch-out catalogs may take a significant amount of time to setup, but we do have the experience and capability.

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

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Medline will not guarantee any contract sales as the market is currently in flux, and Medline cannot predict which states will choose to adopt the OMNIA contract. We can provide a rough estimate of our goals for the contract, but will not guarantee, or pay any administrative fees based on estimated sales.

Year 1: $5M
Year 2: $8M
Year 3: $12M

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.

Detail Supplier's strategies under these options when responding to a solicitation.

As is typical for contracts is similar scopes, Medline will reserve the right to bid independently on public agency solicitations. Medline, at it's sole option, may choose to utilize the contract as an option when responding to a public agency bid, but reserves the right to respond to any public agency solicitation in any way we see fit. Because Medline may not pay admin fees, receive guaranteed volumes, or be able to access lower manufacturer contract pricing, these prices may appear lower than OMNIA pricing.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

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

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.

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.

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 CP 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 CP 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 CP 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 CP 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 CP 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 CP 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 CP 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 CP 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 CP Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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 CP Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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 CP Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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 CP Initials of Authorized Representative of offeror

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

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 CP Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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: Medline Industries, Inc.

Address, City, State, and Zip Code:
Three Lakes Drive. Northfield, IL 60093

Phone Number: 800-633-5463 Fax Number:
847-949-2497

Printed Name and Title of Authorized Representative: Chris Powers VP of Government Sales

Email Address:
govbids@medline.com

Signature of Authorized Representative:  Date: 2/12/2021

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.

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 workweek.

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. 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, Medline Industries, 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

Chris Powers, VP of Government Sales

Name and Title of Contractor's Authorized Official

2/12/2021

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:
Medline Industries, Inc.

Address, City, State, and Zip Code:
Three Lakes Drive. Northfield, IL 60093

Phone Number: 800-633-5463 Fax Number:
847-949-2497

Printed Name and Title of Authorized Representative: Chris Powers, VP of Government Sales

Email Address:
govbids@medline.com

Signature of Authorized Representative:  Date:
2/12/2021

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 statues. 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.

DOC #1

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: Medline Industries, Inc.

Street: Three Lakes Drive

City, State, Zip Code: Northfield, IL 60093

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 Chris Powers *, an authorized representative of* Medline Industries, 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
None		

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

2/12/2021 — VP of Government Sales

Date — ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Medline Industries, Inc.

Street: Three Lakes Drive

City, State, Zip Code: Northfield, IL 60093

State of Illinois

County of Cook

I, Chris Powers *of* Medline Industries, Inc.
the VP of Government Sales Northfield
Name *City*

in the County of Cook *, State of*
Illinois
of full age, being duly sworn according to law on my oath depose and say that:

I am the VP of Government Sales *of the firm of*
Medline Industries, Inc.
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Medline Industries, Inc.
Company Name

Authorized Signature & Title

Subscribed and sworn before me

this 12 day of February, 2021

"OFFICIAL SEAL"
LUCAS J MCGOVERN
Notary Public, State of Illinois
My Commission Expires 12/6/2021

_____

Notary Public of Illinois

My commission expires December, 6th, 2021

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Medline Industries, Inc.

Street: Three Lakes Drive

City, State, Zip Code: Northfield, IL 60093

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

2/10/2021

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, 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 this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

[*] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Medline Industries, Inc.		
Address:	Three Lakes Drive		
City:	Northfield	State: IL	Zip: 60093

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Chris Powers	VP of Government Sales
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	$ N/A

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☑ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☑ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 12 day of February, 2021

(Notary Public) [signature]

My Commission expires: 12/6/2021

"OFFICIAL SEAL"
LUCAS J MCGOVERN
Notary Public, State of Illinois
My Commission Expires 12/6/2021

[signature]
(Affiant)

Chris Powers, VP of Gov't Sales
(Print name & title of affiant)

(Corporate Seal)

DOC #6

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.

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/

Certification 2858

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2019** to **15-JUN-2022**

MEDLINE INDUSTRIES, INC.
THREE LAKES DRIVE
NORTHFIELD IL 60093

ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MEDLINE INDUSTRIES, INC.
Trade Name:	
Address:	THREE LAKES DRIVE NORTHFIELD, IL 60093
Certificate Number:	0092199
Effective Date:	October 01, 1983
Date of Issuance:	June 22, 2020

For Office Use Only:

20200622115351142

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

Quote Number: OMNIA Contract **Bidder/Offeror:** Medline Industries, 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/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror 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): Chris Powers Signature: [signature]

Title: VP of Govt Sales Date: 2/12/2021