



**MASTER AGREEMENT #090925**  
**CATEGORY: Medical Supply Solutions**  
**SUPPLIER: DiaMedical USA Equipment LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and DiaMedical USA Equipment LLC, 31440 Northwestern Hwy., Suite 150, Farmington Hills, MI 48334 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 5, 2030, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #090925) to Participating Entities. In-scope solutions include:

Medical Supply Solutions, encompassing the provision, delivery, and support for medical, surgical, school health, pharmaceutical, emergency preparedness, and related health products and services.

The primary focus of this solicitation is on Medical Supply Solutions, a broad, catalog-style offering of the solutions in subsection 7) a) - g) below. This solicitation should NOT be construed to include "services-only" or "PPE-only" solutions. Proposers shall be able to supply products and services, including, but not limited to:
  - a) Single-use and disposable medical supplies and consumables;
  - b) School and athletic health supplies;
  - c) Medical-grade equipment, diagnostic and treatment devices, and adaptive therapy-related tools;
  - d) Pharmaceuticals and controlled substances;
  - e) Emergency disaster response supplies and kits;
  - f) Technology, hardware, and software designed for the delivery of services described in Section 7) a) - e) above; and,
  - g) Training, consultation, maintenance, kitting and custom packaging solutions, medical waste disposal, and other services related to the offering of solutions in Sections 7) a) – f) above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

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

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

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

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

## Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

- Maintenance and management of this Agreement;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
  - a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

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

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

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising

out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3:** **Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such

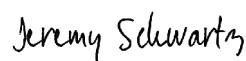
terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

090925-DIA

Sourcewell

Signed by:



C0FD2A139D06489...

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

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 1/7/2026 | 4:20 PM CST

DiaMedical USA Equipment LLC

DocuSigned by:



635AAB2E0D9F4CB...

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

Gillian Peralta

Title: Executive Vice President

Date: 1/7/2026 | 11:54 AM PST

# RFP 090925 - Medical Supply Solutions

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## Vendor Details

Company Name: DiaMedical USA Equipment LLC

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

Address: 31440 Northwestern Highway  
Suite 150  
Farmington Hills, Michigan 48334

Contact: Tera Stolla

Email: tstolla@diamedicalusa.com

Phone: 248-855-3966

Fax: 248-671-1550

HST#: 27-0155770

## Submission Details

Created On: Thursday August 14, 2025 08:37:12

Submitted On: Tuesday September 09, 2025 12:49:02

Submitted By: Tera Stolla

Email: tstolla@diamedicalusa.com

Transaction #: 853bf681-863e-4f78-8609-73d509808cd1

Submitter's IP Address: 147.243.245.199

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## Specifications

### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	DiaMedical USA Equipment LLC Gillian Peralta, Executive Vice President Paul Nilson, Senior Accounting Manager Tera Stolla, Contracts and Account Manager
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	5VRM4
5	Provide your NAICS code applicable to Solutions proposed.	423450
6	Proposer Physical Address:	31440 Northwestern Hwy Ste # 150 Farmington Hills, MI 48334
7	Proposer website address (or addresses):	www.diamedicalusa.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Gillian Peralta, Executive Vice President gperalta@diamedicalusa.com 248-855-3966 x 103
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tera Stolla, Contracts and Account Manager tstolla@diamedicalusa.com 248-801-1893
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Travis Knapp, Director of Sales tknapp@diamedicalusa.com 248-855-3966  Laura Cunniffe, Sales Manager lcunniffe@diamedicalusa.com 248-855-3966  Paul Nilson, Senior Accounting Manager pnilson@diamedicalusa.com 248-855-3966

### Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Founded in 2009, DiaMedical USA began as a small provider of replacement hospital bed parts and dialysis machines, representing just three manufacturers. With a clear mission to improve the quality of healthcare, we quickly grew within the Simulation Healthcare field by serving as a turnkey solution for healthcare facilities and educational institutions. Our goal has always been to simplify the purchasing process so clinicians and instructors can focus on what matters most—patient care and education.</p> <p>Today, DiaMedical USA is a trusted partner to more than 30,000 educational and healthcare facilities nationwide. Representing over 500 manufacturers, we serve as a single-source provider for simulation medical equipment and supplies. By offering a true turnkey solution, we streamline procurement, save our clients time and money, and ensure they have the tools needed for effective training and patient care.</p> <p>In addition to distributing products from leading manufacturers, DiaMedical proudly designs and manufactures a wide range of proprietary solutions, including:</p> <ul style="list-style-type: none"> <li>• Medical and Non-Medical Mattresses</li> <li>• Healthcare Education &amp; Simulation Equipment</li> <li>• Loaded Crash Carts</li> <li>• SimRig – The Ambulance Trainer</li> <li>• SimRescue Reimagined – The Auto Extrication Trainer</li> <li>• SimScreen</li> </ul> <p>Our reputation is built on delivering high-quality products at affordable prices, supported by outstanding customer service and convenient purchasing options.</p> <p>In May 2023, DiaMedical joined forces with Pocket Nurse under the overarching brand Simulation Health Alliance. This partnership has significantly enhanced our purchasing power and warehousing capabilities, enabling us to provide broader product availability, faster lead times, and even greater value to our clients nationwide.</p> <p>Looking ahead, our mission is to continue expanding our national presence by providing Sourcewell members and other group purchasing organizations with high-quality, cost-effective solutions for both Simulation and Patient Ready needs. Through innovative products, trusted client partnerships, and superior service, DiaMedical continues to strengthen its position as the most reliable source for Simulation equipment and supplies in the marketplace.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>If DiaMedical is awarded a Sourcewell contract for Simulation Medical Equipment and Supplies, we anticipate that it will provide a tremendous benefit to our clients who regularly request to purchase from us through Sourcewell. This contract will offer them an even greater level of convenience, further simplifying the purchasing process and enabling them to efficiently acquire the essential simulation medical equipment and supplies needed to train future healthcare professionals. In doing so, it will allow us to continue fulfilling our mission of improving the quality of healthcare by supporting the next generation of providers. Additionally, we expect that this partnership will open new opportunities for growth, strengthening DiaMedical's ability to serve as a trusted single-source provider for our clients nationwide.</p>
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>DiaMedical USA is a privately held company and, as such, does not publicly disclose detailed financial statements. However, we can provide meaningful context to demonstrate our financial stability and long-term growth:</p> <p><b>Established and Experienced Company</b>  DiaMedical USA has been in business since 2009, providing high-quality medical simulation products and services.</p> <p>Over the years, we have achieved steady, year-over-year growth, reflecting consistent market demand and operational success.</p> <p><b>Ownership and Corporate Structure</b>  Upon the retirement of our former CEO, Jeff Ambrose, the company was sold in 2023 to Pocket Nurse.</p> <p>The transaction formed the overarching entity Simulation Health Alliance; however, DiaMedical USA continues to operate independently, out of the same location, under its own FEIN, and with the same team and operational procedures.</p> <p>This structure ensures business continuity, stability, and consistent service for our customers.</p> <p><b>Demonstrated Financial Reliability</b>  DiaMedical USA maintains strong financial practices and liquidity.</p> <p>We have attached a Bank Letter of Good Standing, demonstrating our solid banking relationship and financial stability.</p> <p><b>Conclusion</b>  Our long operational history, continued growth, and ongoing independence under Simulation Health Alliance underscore DiaMedical USA's financial strength, reliability, and capacity to support Sourcewell contracts.</p>

14	<p>Tell us your US market share for your proposed solutions.</p> <p>OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.</p>	<p>For over 15 years, DiaMedical USA has been dedicated to advancing healthcare education and simulation across the country. We are proud to have partnered with more than 30,000 universities, technical colleges, K-12 schools, government facilities, hospitals, and clinics to improve the quality of training for future healthcare professionals. Our mission has always been to provide innovative solutions, reliable equipment, and hands-on resources that empower educators and institutions to prepare the next generation of healthcare providers.</p> <p>Over just the past three years, our impact has continued to expand:</p> <ul style="list-style-type: none"> <li>- 5,012 Healthcare Education Facilities (including universities, technical colleges, and K-12 programs)</li> <li>- 1,289 Government Facilities (military training centers, law enforcement, fire and EMS organizations)</li> <li>- 1,319 Clinical Facilities (hospitals, rehabilitation centers, long-term care facilities, and outpatient clinics)</li> </ul> <p>This wide reach reflects our commitment to serving diverse markets and ensuring that all levels of healthcare training have access to high-quality products and services.</p> <p>On average, DiaMedical retains nearly half of its customers annually, with a 48% customer retention rate. This continued loyalty demonstrates the trust institutions place in our products, services, and dedicated support teams.</p> <p>As a recognized leader in healthcare simulation and education, DiaMedical USA stands alongside our parent company, Pocket Nurse, as one of the most trusted names in the industry. Together, we offer unmatched expertise and the most comprehensive range of simulation and training solutions available.</p> <p>We are proud to share that over the past three years, DiaMedical has provided equipment and solutions in all 50 U.S. states, ensuring our mission reaches educators, clinicians, and first responders nationwide. With a strong foundation, proven experience, and industry-leading partnerships, DiaMedical USA is uniquely positioned to continue shaping the future of healthcare education for years to come.</p>
15	<p>Tell us your Canadian market share for your proposed solutions.</p> <p>OR, provide the number of Canadian Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of provinces where you have made sales.</p>	<p>At this time, DiaMedical USA does not service the Canadian market and therefore does not have sales data, client counts, or retention rates to provide for Canadian Education or Government entities. Our operations are currently limited to the United States.</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>N/A - We have no information to disclose</p>
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Distributor:</p> <p>DiaMedical USA represents a wide network of leading manufacturers, allowing us to provide a comprehensive range of medical simulation products, training tools, and patient-care solutions. This ensures that our clients have access to the best solutions for their educational and operational needs.</p> <p>Key manufacturers we represent include:</p> <ul style="list-style-type: none"> <li>Elevate Healthcare – High-fidelity manikins and simulation equipment.</li> <li>Nasco Healthcare – Training manikins, simulators, and medical teaching aids.</li> <li>Dynarex – Medical supplies and consumables for training and clinical use.</li> <li>Laerdal Medical – Simulation equipment and high-fidelity manikins.</li> <li>American 3B Scientific – Anatomical models and teaching tools.</li> <li>BT Inc – Educational supplies, manikins, and simulation products.</li> <li>Amico – Medical storage, crash carts, and equipment solutions.</li> <li>Graham Field – Medical and rehabilitation supplies.</li> <li>KbPort – Medical training and simulation solutions.</li> <li>Clinton Industries – Medical carts and storage systems.</li> <li>MidMark – Medical and dental equipment for training and patient care.</li> <li>And MANY more.</li> </ul> <p>In addition to representing these manufacturers, DiaMedical also manufactures and private-label some of our own equipment and supplies, ensuring direct control over quality, packaging, and kitting.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>As a simulation healthcare company, DiaMedical is not required to hold specific professional licenses or certifications to operate. However, we maintain OSHA certifications for safety compliance in our Pennsylvania and Michigan warehouses, ensuring adherence to federal workplace safety standards and demonstrating our commitment to a safe environment for staff and clients.</p> <p>In addition, we hold all standard business registrations, sales tax permits, and local operational licenses required to conduct business across the United States.</p>

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A - We have no information to disclose
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>DiaMedical has been recognized as a leader in healthcare education by several of the most respected organizations in the industry, including:</p> <ul style="list-style-type: none"> <li>- IMSH – International Meeting on Simulation in Healthcare</li> <li>- INACSL – International Association of Clinical Simulation &amp; Learning</li> </ul> <p>These acknowledgments highlight our ongoing commitment to advancing simulation, training, and education for future healthcare professionals. Beyond recognition from these leading organizations, DiaMedical has also been honored by top manufacturers for our performance and dedication to quality. These partnerships reinforce our role as a trusted distributor and advocate for innovation in healthcare education.</p> <ul style="list-style-type: none"> <li>- Nasco Healthcare – 2024 Top Northeast Distribution Partner</li> <li>- CAE (Elevate) Healthcare – 2023 Distribution Partner of the Year</li> </ul> <p>Together, these awards demonstrate the confidence both our partners and the broader healthcare education community place in DiaMedical's ability to deliver exceptional products, services, and support to institutions nationwide.</p>
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, 5% of our total sales have come from the government sector. This includes the U.S. military, VA systems, police and fire departments, as well as government-sponsored rehabilitation centers, long-term care facilities, and shelters.
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, 72% of our total sales have come from the education sector. This includes universities, community colleges, technical centers, and K-12 schools.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	<p>DiaMedical currently holds several state and cooperative purchasing agreements, in addition to numerous contracts that are specific to individual educational institutions. Below are the primary cooperative agreements and their corresponding annual sales volumes over the past three years:</p> <p>MHEC – Contract # MC14-D32  2023: \$50,000 (awarded in Q3 2023)  2024: \$1,010,000  2025: \$100,000 (through Q2 2025)</p> <p>TIPS – Contract # 230301 (Furniture, Furnishings &amp; Services), 230804 (Medical Equipment &amp; Supplies), 240102 (Emergency Responder Supplies &amp; Equipment &amp; Services)  2023: \$873,099.43  2024: \$677,360.82  2025: \$534,941.84 (TTM)</p> <p>BuyBoard – Contract # 704-23   First Aid, Emergency Medical, and Athletic Trainer Supplies &amp; Equipment  2024: \$44,254.47  2025: \$119,042.06 (TTM)</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold a GSA Contract

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Orbis Education	Samantha Smeltzer, DNP, RN, CHSE	814.330.9900
Arizona College of Nursing	Steve Poore, Director of Facilities and Construction	(480)452-6933
Galen College of Nursing	Deborah Long, Clinical Learning Operations Manager	(740) 412-3635

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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

Line Item	Question	Response *

26	Sales force.	<p>At DiaMedical, we believe our clients should be able to focus on what matters most—training future healthcare professionals—while we handle the rest. That's why we provide every customer with a Dedicated Account Manager who serves as a single point of contact throughout the purchasing process. Our knowledgeable team takes the time to understand your unique needs and develops customized solutions for your simulation lab. From product selection to order coordination and post-purchase support, our account managers do the hard work for you, ensuring a smooth and efficient experience every step of the way.</p> <p>In addition, DiaMedical is proud to offer the support of our Corporate Nurse Educator, Heather Fabian RN, MSN, NE-BC, CHSE, CDN. With extensive clinical and academic experience, Heather provides expert guidance in healthcare education and simulation best practices, ensuring our clients maximize the effectiveness of their training environments.</p> <p>Our Sales Team is structured to provide expert support across different regions and market needs:</p> <p>Sales Management (Oversees Day-to-Day Sales Operations &amp; Provides Support Across All Areas)  Travis Knapp – Director of Sales  Laura Cunniffe – Sales Manager</p> <p>Instructional Sales (Educational Facilities &amp; Hospitals – Simulation Equipment and Supplies)  Mike Zopf – West Coast  Tera Stolla – Midwest  Dylan Szatkiewski – South  Jessica Goethals – South East  Todd Brooks – East</p> <p>EMS Sales (Educational, EMS &amp; Fire Facilities – Patient Ready and Simulation Equipment and Supplies)  Jen Craig – Entire United States</p> <p>Clinical Sales (Hospitals &amp; End Users – Patient Ready Equipment and Supplies)  Zach Brazil – Entire United States</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>DiaMedical maintains a robust network of 25 distribution partners across our various divisions, allowing us to serve a wide range of healthcare and education markets. In addition to our domestic partners, we also work with three international distributors covering the United Kingdom, the Middle East, and the Caribbean/South America, ensuring our products are accessible to institutions and facilities overseas.</p> <p>Within this network, we have seven authorized distribution partners dedicated exclusively to our private-labeled simulation and education products. These resellers receive structured discounts along with Minimum Advertised Price (MAP) protections to ensure fairness, consistency, and brand integrity across our product line.</p> <p>The remaining distribution partners are strategically focused on our Home Health Division, specializing in long-term care and incontinence products. Like our education resellers, these partners also receive structured pricing benefits and are required to follow established MAP rules and regulations, ensuring our customers receive high-quality products at consistent and competitive prices.</p>
28	Service force.	<p>DiaMedical has a dedicated in-house white-glove team that completes installations and projects across the nation, ensuring high-quality, consistent service for our clients. To help meet nationwide demand, we also partner with one authorized service company, allowing us to extend our reach and provide reliable installation services throughout the United States. This combination ensures that all projects are completed efficiently, professionally, and to the highest standards.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell clients will have multiple options for requesting quotes and placing orders—by phone, online, or via email—with the support of their dedicated Account Manager. At the start of the relationship, clients will simply need to confirm with their Account Manager that they wish to utilize Sourcewell contract pricing. Once verified, this designation will be noted on their account and automatically applied moving forward. DiaMedical is proposing catalog and website discount pricing, which will be preloaded into each client's account for a seamless purchasing experience.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Diamedical Customer Service Commitment:</p> <p>DiaMedical USA is committed to providing exceptional customer service as a cornerstone of our business practices. Our approach ensures that every client receives timely, accurate, and personalized support from a dedicated representative who manages their account and provides comprehensive assistance until resolution is achieved.</p> <ul style="list-style-type: none"> <li>- Live Support and Dedicated Representation: Clients will always be connected with a live customer service representative. Each representative is assigned to specific accounts, ensuring continuity, familiarity with client needs, and consistent support. Representatives are responsible for managing inquiries, troubleshooting issues, and providing timely solutions.</li> <li>- Return Policy Management: DiaMedical's return policy is product-specific, as many opened or used medical items are not eligible for return. In all cases, DiaMedical adheres to the return policies established by the original equipment manufacturer (OEM). Whenever possible, DiaMedical will work to accommodate client requests beyond standard policy to maintain customer satisfaction.</li> <li>- Order Tracking and Notifications: DiaMedical ensures proactive communication regarding order status. Clients receive timely and frequent updates, including shipping confirmations as soon as orders are dispatched, allowing for full visibility and planning.</li> <li>- Warranty, Troubleshooting, and Education: All DiaMedical products are backed by competitive warranties. In addition, DiaMedical provides complimentary troubleshooting assistance and product education upon request. User manuals are made available to ensure clients achieve optimal efficiency and proper utilization of all products received.</li> <li>- Live support: Clients are always connected with a dedicated representative.</li> <li>- Account continuity: Representatives manage assigned accounts for consistent and personalized service.</li> <li>- Return policy management: OEM policies are honored, with additional accommodations provided when possible.</li> <li>- Order visibility: Clients receive regular order status updates and immediate shipping notifications.</li> <li>- Warranty coverage: All products include competitive warranties.</li> <li>- Technical support: Complimentary troubleshooting and product education are available.</li> <li>- Resource provision: User manuals are provided to maximize product efficiency and usage.</li> </ul>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>DiaMedical is fully committed to providing our products and services to Sourcewell participating entities. We have a proven track record of supporting over 7,000 clients nationwide with their simulation medical equipment and supply needs. Many of our current clients have indicated that they are Sourcewell members and regularly inquire about purchasing from DiaMedical under a Sourcewell contract.</p> <p>Our extensive experience, nationwide service capabilities, and dedication to client satisfaction ensure that we are well-equipped and eager to meet the unique needs of Sourcewell participating entities.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A - We do not currently provide products and services to Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We will not be able to service all of Canada. We CAN service the entire United States.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A - we do not anticipate any account not having full access to our solutions.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions for Hawaii or Alaska. DiaMedical regularly works with clients in both territories and can provide the same products and services as we do for clients across the continental United States. We do ask that these states contact their Account Manager for freight quotes prior to ordering.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>DiaMedical is proud to support Sourcewell Participating Entities by delivering exceptional medical equipment and supply solutions tailored to the needs of educational institutions, municipalities, and public agencies nationwide.</p> <p>Our marketing strategy is centered on building awareness, driving engagement, and providing tools that make it simple for entities to leverage their Sourcewell membership:</p> <p>Dedicated Account Support: Each Participating Entity is assigned a dedicated account manager, supported by a full team of Contract Managers, Sales Managers, and Customer Success Coordinators. Representatives operate within defined territories, ensuring personalized, responsive service.</p> <p>Digital Reporting Tools: At no additional cost, DiaMedical offers reporting tools to help organizations standardize products, streamline purchasing, and reduce costs.</p> <p>Quarterly Business Reviews: We proactively conduct quarterly reviews with Participating Entities to evaluate purchasing trends, share insights, and identify opportunities for improved efficiency and better outcomes.</p> <p>Conference &amp; Event Participation: DiaMedical actively attends industry events, conferences, and Sourcewell-approved outreach opportunities to stay aligned with member needs and broaden awareness.</p> <p>Product Feed Integration with SourcewellBuys: We will provide a dynamic, regularly updated product feed (CSV/XML) including SKUs, titles, descriptions, pricing, specifications, warranties, and high-resolution images to ensure accurate and up-to-date product visibility.</p> <p>Co-Branded Marketing Materials: DiaMedical will create co-branded flyers and resources with Sourcewell for use by our sales team and at trade shows to highlight the benefits of purchasing through the contract.</p> <p>Through this multi-channel strategy, DiaMedical ensures that Sourcewell Participating Entities are aware of the contract, understand its value, and have access to the resources and support needed to maximize its benefits.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At DiaMedical USA, we leverage multiple digital platforms and data-driven strategies to maximize marketing effectiveness and awareness of our Sourcewell-awarded contract. Our marketing team actively manages Instagram, TikTok, Facebook, LinkedIn, and YouTube, using these platforms to share engaging content that highlights product demonstrations, educational resources, case studies, and customer success stories. These channels allow us to connect with both current and prospective clients in an interactive way, while promoting contract-specific benefits such as streamlined purchasing and cost savings.</p> <p>In addition to social media, we utilize website analytics and metadata tracking to understand user behavior and refine our digital campaigns. This data-driven approach ensures that our content is reaching the right audience, improving engagement, and generating qualified leads. We also integrate email marketing and e-commerce capabilities, providing clients with targeted updates, educational guides, and contract-specific promotions that further increase awareness and adoption of Sourcewell pricing.</p> <p>By combining the reach of social media, the precision of digital data, and the expertise of our dedicated Account Managers, we ensure that Sourcewell members are consistently informed about the value, convenience, and cost-effectiveness of purchasing through the awarded contract.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In our view, Sourcewell plays a critical role as an established and highly recognized cooperative purchasing program across the many industries we currently serve. We know from experience that Sourcewell is trusted by thousands of organizations nationwide to streamline the procurement process, and we regularly receive requests from our clients to purchase through a Sourcewell contract. We see Sourcewell's role as both a trusted partner and a valuable resource for promoting awarded agreements, ensuring that members have access to competitively solicited contracts that save them time and money.</p> <p>If awarded a Sourcewell contract, DiaMedical will seamlessly integrate it into our sales process by deploying dedicated Account Managers across all territories who will proactively communicate contract availability to both existing and prospective clients. We would also leverage appropriate marketing strategies to promote the awarded agreement. Additionally, having access to a current Sourcewell client list will allow us to efficiently target outreach and maximize awareness among members who will benefit most from the agreement. Through these efforts, we will ensure that the awarded contract is widely adopted and consistently delivers value to Sourcewell members.</p>
40	<p>Are your Solutions available through an e-procurement or e-Commerce ordering process?</p> <p>If so, describe your system(s) and provide one (1) example of how governmental and educational customers have utilized them.</p>	<p>Yes, our solutions are available through an e-commerce ordering process. DiaMedical offers a robust e-commerce website where clients can create an account and have their Sourcewell contract-specific pricing automatically loaded to their profile. Through our online platform, clients can request and view quotes, place orders, track shipments, and access invoices. In addition, our website provides a wide range of educational resources, product guides, and support materials to further assist clients in making informed purchasing decisions. This convenient and comprehensive platform ensures that Sourcewell members have a streamlined, user-friendly experience for all of their simulation medical equipment and supply needs.</p>

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.  Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>DiaMedical is proud to provide comprehensive White Glove Services (WGS) to all Sourcewell participants, offering a level of support and professionalism that sets us apart from competitors. While many vendors rely on subcontractors or limited delivery services, DiaMedical employs a dedicated, full-time installation team. Our installers travel nationwide to work directly with schools, universities, hospitals, and training facilities, ensuring every project is completed efficiently, professionally, and to the highest standard.</p> <p>Our White Glove Installation service is designed to deliver a true turnkey experience. From the moment products arrive onsite, our team manages every detail: unloading, placement, assembly, installation, and final setup. Beyond simply delivering equipment, our installers are trained to walk through the space with educators and administrators to confirm product placement, answer questions, and ensure that every piece of equipment is ready for immediate use. To further enhance the experience, we provide hands-on training and orientation for faculty and staff, helping them become comfortable and confident with their new equipment on day one (WGS are available at an additional charge).</p> <p>In addition to our in-house team, DiaMedical also leverages its strong partnerships with leading manufacturers to provide extended support for highly technical products such as manikins, learning software, and simulation systems. Our manufacturing partners complement our services by offering ongoing assistance via phone, video conferencing, and in some cases, onsite support. This collaborative approach ensures that every customer receives not only a seamless installation experience but also long-term technical expertise for their most advanced training tools.</p> <p>What makes DiaMedical truly unique is our ability to combine installation, training, and technical support under one umbrella. Other vendors may deliver boxes to the curb or outsource installation to third parties with little knowledge of the products, leaving educators to figure things out on their own. In contrast, DiaMedical's White Glove Installation program guarantees that Sourcewell participants receive consistent service, expert handling of their equipment, and the peace of mind that comes from working with a single trusted partner.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Our proposed solutions reflect significant technological advances in the field of healthcare education and clinical training. Simulated medical equipment and supplies allow learners to experience realistic clinical environments and practice critical skills in a safe, risk-free setting. Advancements such as automated medication dispensing systems, electronic health record training software, and wireless patient monitoring provide hands-on training with the same cutting-edge technology found in modern hospitals. By bridging the gap between classroom instruction and real-world application, our solutions enhance competency, improve patient safety, and accelerate skill development. For hospitals, these tools provide a controlled environment for onboarding staff and introducing new protocols or technologies without disrupting patient care. In both the educational and clinical sectors, these advances ultimately support better-prepared healthcare professionals and improved outcomes for patients.</p>
43	Describe any "green" initiatives that relate to your company (e.g., recycling, LED lighting, LEED) or to your Solutions, and include a list of the certifying agency for each.	<p>DiaMedical USA's mission is to improve the quality of healthcare, and sustainability is an important part of that mission. The healthcare industry contributes significantly to climate change through the processes involved in patient care, and we believe it is our responsibility to help reduce that impact. DiaMedical is committed to contributing to sustainability wherever possible by intentionally partnering with suppliers who prioritize environmentally conscious practices. Favored status may be given to manufacturers and suppliers that demonstrate measurable improvements in areas such as energy efficiency, water conservation, and waste reduction.</p> <p>In addition to our Suppliers, DiaMedical's environmentally friendly initiatives include:</p> <ul style="list-style-type: none"> <li>- Extending the life of medical equipment through the sale of reconditioned products</li> <li>- Implementing a recycling program in our facilities for paper, aluminum cans, plastic bottles, and other materials</li> <li>- Reducing paper consumption through electronic invoicing and other digital processes</li> <li>- Transitioning to a new CRM system that promotes online and cloud-based workflows, further minimizing paper use</li> </ul> <p>Through these efforts, DiaMedical strives to align our mission of improving healthcare with a responsibility to promote sustainability for future generations.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company and/or equipment holds (e.g., ENERGY STAR) for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As a distributor, DiaMedical USA partners with a wide range of manufacturers to provide simulation and patient-ready medical equipment and supplies. Many of our manufacturers maintain their own third-party issued eco-labels, ratings, and certifications to demonstrate their commitment to sustainability. While DiaMedical itself does not hold direct eco-certifications, we intentionally seek out and prioritize manufacturers who can provide documentation of environmentally responsible practices.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities?</p> <p>What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>DiaMedical offers a combination of manufacturing expertise, extensive supplier partnerships, and turnkey service solutions that set us apart for Sourcewell participating entities. Key attributes include:</p> <ul style="list-style-type: none"> <li>- Industry Experts: As a leading supplier of simulation medical equipment and supplies, we also have a team of nurse educators who provide expert guidance and support to our clients.</li> <li>- Stock Availability: We maintain inventory of over 3,000 medical supplies and equipment, making many items readily available for immediate shipment.</li> <li>- Extensive Supplier Network: We source from over 500 trusted suppliers and manufacturers, offering a broad and reliable selection of simulation medical equipment and supplies.</li> <li>- White-Glove Delivery and Installation: Products arrive on-site fully assembled, placed, and ready for use, reducing setup burden and ensuring a seamless deployment experience.</li> <li>- Comprehensive ERP and Pricing Compliance: Our systems automatically apply contract pricing for Sourcewell members, streamlining order processing and ensuring accuracy.</li> <li>- Dedicated Support and Training: DiaMedical provides specialized account management, training, and ongoing support to maximize adoption and satisfaction.</li> <li>- Turnkey Solutions for Simulation Programs: From equipment and software to consumables and training, we act as a one-stop shop for educational and governmental simulation needs, simplifying procurement and operational management.</li> </ul> <p>These attributes ensure that Sourcewell participating entities receive high-quality products, reliable service, and a streamlined, compliant procurement experience.</p>	*
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	At this time, our company does not currently hold any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications.	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30. We accept payment via Credit Card (subject to a 3% processing fee), Check, ACH, and Wire Transfer.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	While DiaMedical does not handle financing directly, we partner with a trusted provider, Blue Street Capital, who specializes in financing solutions for educational and governmental entities. They focus specifically on creating flexible financing options as it pertains to simulation medical equipment and supplies, supporting the unique needs of these organizations.	*

57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Quotes: Requested by customers and completed by a DiaMedical Account Manager, providing a full scope of work and pricing for each request. Purchase Orders: Used by the customer and provided to DiaMedical, detailing quantities, pricing, and delivery instructions. Invoices: Issued for all completed transactions, reflecting contracted pricing. Delivery and Installation Documentation: Includes confirmation of white-glove delivery, assembly, and on-site setup for simulation medical equipment and supplies. These documents provide a clear, auditable record for both DiaMedical and Sourcewell participating entities, ensuring transparency and consistent fulfillment of the agreement.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept the P-card procurement and payment process. A 3% credit card processing fee applies for participating entities when using this method.
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please refer to the attached Pricing Proposal which includes additional information:  Summary DiaMedical is pleased to present our pricing proposal for Sourcewell members. Through this agreement, members gain access to our entire catalog of products, available on our website: <a href="http://www.diamedicalusa.com">www.diamedicalusa.com</a> Our catalog spans a wide range of product categories, with many items eligible for additional discounts based on total spend, bulk quantity purchases, and other negotiated agreements.  As part of this program, DiaMedical is offering a minimum floor discount of 5% off all categories listed on our website. This represents the baseline discount; however, we remain committed to working with Sourcewell members to provide deeper discounts whenever possible, depending on order size and overall spend.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Based on our current customer data, the average order value is approximately \$34,695. Applying the Sourcewell discount structure, this equates to an estimated minimum savings of \$1,734 per customer order.  If we assume that 300 Sourcewell participating entities place orders through this contract annually, the total projected savings would be approximately \$346,000 per year.  These figures are based on reasonable assumptions and averages, intended to illustrate the value and scale of savings Sourcewell members can expect under this agreement.
61	Describe any quantity or volume discounts or rebate programs that you offer.	DiaMedical evaluates quantity discounts and rebate opportunities on a case-by-case basis, taking into consideration the specific products, the type and quantity of items being ordered, and the overall size of the order.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  Define the costs/fees associated with "sourcing/quoting" products and related services.	DiaMedical offers more than 7,500 products to Sourcewell participants through our extensive catalog, providing a wide range of solutions to meet the needs of healthcare education and training programs. If a participant requests an item that is not currently included in our catalog, our team of nurse educators carefully reviews the request to determine whether a suitable alternative is already available.  If no comparable option exists, the request is then escalated to our systems team, who evaluate the feasibility of sourcing the new product. When an item is approved and added to our offering, Sourcewell participants can be assured that it will fall under the same structured discounting framework as the rest of our catalog. This process ensures that participants not only have access to a broad and growing selection of products but also benefit from consistent, competitive pricing across the board.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	To ensure Sourcewell participants always receive the most competitive rates, DiaMedical provides a specially discounted shipping chart exclusively for Sourcewell members.  In addition, while a standard 3% processing fee applies to all credit card purchases, Sourcewell educational customers are eligible for Net 30 terms (pending credit approval). This option eliminates the processing fee and allows members to conveniently purchase using a purchase order or check, offering greater flexibility and cost savings.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	DiaMedical provides Sourcewell members with a discounted freight shipping chart, included in this pricing proposal.  Please Note: Exceptions to this chart include SimRig, Hospital Beds, and SimRescue. Due to varying freight conditions, these items will be designated as "Call for Quote", and freight charges will be calculated and provided at the time of quotation.

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>DiaMedical is able to provide freight, shipping, and delivery services to Alaska and Hawaii; however, due to variable logistics and carrier availability, all orders shipping to these locations will require a custom freight or ground shipping quote at the time of purchase. Clients should work with their DiaMedical account manager to obtain an accurate quote prior to order processing.</p> <p>At this time, DiaMedical does not ship to Canada or other international locations.</p>	*
66	Describe any unique distribution, delivery, or deployment methods or options for the goods and services offered in your proposal.	<p>DiaMedical offers a comprehensive and flexible approach to distribution and delivery for the goods and services in our proposal. We manufacture many products in-house while also sourcing items from over 500 trusted suppliers and manufacturers, providing a broad and reliable product selection.</p> <p>For deployment, we offer white-glove delivery and installation services, ensuring products arrive on-site in excellent condition and are fully set up and ready for use. This includes assembly, placement, and debris removal, providing a seamless, turnkey experience. These methods make DiaMedical a one-stop shop for simulation medical equipment and supply needs, simplifying the procurement process for our clients.</p>	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Each Sourcewell customer is appropriately classified in our ERP system, with the correct catalog price levels applied at the customer level. This ensures that all quotes and orders auto-populate with the contracted pricing and terms.</p> <p>Additionally, we have two dedicated employees responsible for quarterly reporting and reviewing the success of the contract. This includes monitoring order accuracy, verifying pricing compliance, and ensuring that all transactions align with the Sourcewell agreement. This structured process ensures transparency and consistent adherence to contractual obligations.</p>	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Quarterly Sales under the Contract: Reviewing total sales and growth to measure overall contract adoption.</p> <p>State-by-State and Territory Performance: Monitoring success by geographic region to identify high- and low-performing areas.</p> <p>Quote-to-Order Conversion Rate: Tracking the percentage of submitted quotes from Sourcewell members that convert into actual orders.</p> <p>Targeted Marketing Efforts: Adjusting marketing focus in territories based on performance data to drive awareness and adoption.</p> <p>Market Share Penetration: Measuring the percentage of eligible Sourcewell members placing orders compared to total members in each territory.</p> <p>Account Manager Training: Providing additional training and support in underperforming regions to improve engagement and outcomes.</p> <p>These metrics enable us to continuously evaluate and refine our approach, ensuring consistent success and alignment with the objectives of the agreement.</p>	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>DiaMedical proposes an administration fee of 1% on all completed transactions, which aligns with the standard fee we currently pay for all of our contracts.</p>	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>Currently, our existing contracts do not include a discounted freight and shipping chart. As part of our proposal to Sourcewell, we are offering this additional benefit, along with the waiver of all minimum order fees. This ensures that Sourcewell participating entities receive greater value and flexibility than is available through our standard contracts.</p>

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
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71	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, in the proposal.</p>	<p>DiaMedical USA provides a full spectrum of healthcare simulation products, patient-ready equipment, and related services designed to meet the needs of educational institutions, healthcare providers, and emergency response organizations. Our solutions span single-use consumables, medical-grade equipment, diagnostic and treatment devices, pharmaceuticals, emergency response supplies, and simulation technology, all optimized for safe, realistic training environments.</p> <p>1. Single-Use and Disposable Medical Supplies and Consumables Simulation-Ready Supplies: IV catheters, tubing, syringes, needles, wound care dressings, ostomy supplies, and other consumables for risk-free practice. Patient-Ready Supplies: Ready-to-use consumables for healthcare training programs and emergency response simulations. Kitting and Packaging: Supplies organized into scenario-based kits for ease of use in simulation labs or classroom settings.</p> <p>2. School and Athletic Health Supplies Simulated First Aid Kits: For classroom or athletic environments, including bandages, PPE, and diagnostic tools. Sports Injury Kits: Tailored for athletic programs to train on injury management, rehabilitation, and emergency response. Portable Kits and Bundles: Pre-packaged, easy-to-transport kits for hands-on practice in schools, athletic fields, or community settings.</p> <p>3. Medical-Grade Equipment, Diagnostic and Treatment Devices, and Adaptive Therapy Tools High-Fidelity Manikins: Adult, pediatric, and neonatal models with realistic anatomy and physiological responses. Diagnostic and Treatment Devices: Defibrillators, IV simulators, airway management tools, and adaptive therapy devices. Adaptive Therapy Tools: Equipment to practice physical therapy, rehabilitation, and patient care techniques safely. Simulation Hardware &amp; Software: Virtual platforms (SimVS Hospital &amp; EMS), SimScreen® panels, and VR modules for realistic scenario-based training.</p> <p>4. Pharmaceuticals and Controlled Substances (Simulated) Demo Dose® Simulated Medications: Includes injectables, oral medications, IV fluids, and controlled substances, all designed for safe training. Loaded Medication Boxes: Pre-assembled kits with vials, ampules, syringes, and supplies that replicate real pharmacy setups. Patient-Ready and Scenario-Based Bundles: Designed for realistic medication administration and emergency response simulations.</p> <p>5. Emergency and Disaster Response Supplies and Kits Loaded Crash Carts and Emergency Kits: Pre-filled with simulated medications and supplies for adult, pediatric, and neonatal emergencies. Mass-Casualty and EMS Kits: Designed for realistic field exercises and disaster simulations. VR and Virtual Platforms: Enable immersive disaster response scenarios for individual and team-based training. Patient-Ready Options: Ready-to-deploy kits for simulation labs and EMS training programs.</p> <p>6. Technology, Hardware, and Software SimVS Platforms: Virtual diagnostic platforms for hospitals and EMS settings, integrating with manikins and patient monitors. VR Simulation (MVR-EMS): Immersive virtual environments for emergency medical services training. Simulation Management Software: Tracks performance, manages scenarios, and generates after-action reports. Hardware: Includes monitors, manikins, defibrillators, IV simulators, and therapy devices for hands-on and hybrid learning.</p> <p>7. Training, Consultation, Maintenance, Kitting, Packaging, Medical Waste Disposal, and Related Services Consultation: Curriculum integration, lab design, workflow optimization, and technology implementation. Maintenance: Equipment servicing, software updates, and technical support for optimal operation. Kitting &amp; Packaging: Pre-assembled kits for training scenarios, including consumables and simulation-ready supplies. Medical Waste &amp; Safety: Guidance and supplies for simulated sharps and waste disposal during training. Scenario Development &amp; Debriefing: Software and structured guides to analyze student performance and reinforce learning outcomes.</p> <p>8. Used and Refurbished Solutions Pre-Owned Equipment: Where applicable, DiaMedical offers professionally inspected and refurbished manikins, diagnostic devices, and training equipment. Quality Assurance: All used solutions undergo rigorous testing to ensure functionality, safety, and compliance with simulation standards. Cost-Effective Options: Provides institutions with high-quality solutions at reduced cost without compromising training effectiveness.</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

73	Describe the lifecycle support services for equipment, such as implementation, maintenance, and decommissioning.	<p>DiaMedical is proud to offer an extensive catalog of over 7,500 active SKUs that span a wide range of healthcare education, training, and clinical needs. Our inventory includes products with varying life cycles, from consumables and everyday essentials to advanced simulation technology and capital equipment. This diverse product mix allows us to support institutions at every level, whether they are equipping a new training facility, refreshing existing inventory, or expanding their clinical capabilities.</p> <p>Every product purchased through DiaMedical includes a standard one-year warranty, giving Sourcewell participants confidence that their investment is protected. Beyond the warranty, our commitment to customer satisfaction continues. DiaMedical has established strong partnerships with our vendor network to ensure participants receive troubleshooting and product support, even after their warranty has expired.</p> <p>In the event a product is determined to be non-functional beyond the warranty period, our customer support team will work directly with the participant to evaluate the best path forward. When appropriate, we coordinate with qualified outside technicians who can assist with repair or troubleshooting for select products. This approach helps extend the life of equipment, reduces replacement costs, and ensures minimal disruption for educators and healthcare providers.</p> <p>For our more technical and specialized equipment, DiaMedical also provides implementation services and training programs (for select products). These can be offered onsite or virtually, depending on the participant's needs. During implementation, our specialists guide users through product setup, operation, and routine maintenance. Training sessions are designed to equip faculty, staff, or clinicians with the knowledge they need to confidently use and troubleshoot their equipment, ensuring long-term success and optimal performance.</p> <p>At DiaMedical, our goal is not only to provide high-quality products but also to act as a long-term partner in supporting the education and training of healthcare professionals. By combining a robust product catalog with unmatched service and technical support, we deliver solutions that participants can rely on year after year.</p>
74	Describe how you tailor solutions to meet the specific needs of different user types—for example, through pre-assembled kits, customized labeling and packaging, or flexible logistics and delivery options.	<p>DiaMedical customizes solutions to meet the unique needs of each user type, including educational institutions, healthcare facilities, and simulation programs. Our approach includes:</p> <ul style="list-style-type: none"> <li>- Needs Assessment: We work closely with clients to understand their specific training goals, facility requirements, and learner demographics.</li> <li>- Customizable Equipment and Supplies: Products can be configured or combined to suit different program sizes, skill levels, and clinical focus areas.</li> <li>- Software Integration: Simulation software, such as MedSkills and SimEMR, can be tailored to match the workflow and learning objectives of various user groups.</li> <li>- Training and Support: We provide user-specific onboarding, training, and ongoing support to ensure staff and learners can effectively use the equipment.</li> <li>- Flexible Delivery and Installation: White-glove delivery, setup, and configuration are adjusted based on the facility layout and program needs.</li> <li>- Simulation in Healthcare Facilities: We provide patient-ready supplies while clearly labeling simulation-only items, allowing hospital simulation labs to select products that best fit their environment and mitigate risk.</li> </ul>

**Table 7B: Depth and Breadth of Offered Solutions**

Indicate below if the listed categories of Solutions are offered within your proposal. **Provide additional comments in the text box describing how your proposed solution(s) meet or exceed the category and/or sub-category.**

Line Item	Category or Type	Offered *	Comments *
75	Single-use and disposable medical supplies and consumables	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DiaMedical USA effectively addresses the Sourcewell contract category for single-use and disposable medical supplies and consumables by offering a comprehensive range of products that meet the needs of healthcare facilities, educational institutions, and simulation centers. Their offerings include both patient-ready and simulated versions of medical supplies, ensuring safe and effective practice for students and professionals alike.</p> <p>DiaMedical USA provides a wide array of single-use and disposable medical supplies, such as:</p> <ul style="list-style-type: none"> <li>IV &amp; Central Line Supplies: Including IV catheters, tubing, and administration sets.</li> <li>Needles &amp; Syringes: For various medical procedures and injections.</li> <li>Wound Care &amp; First Aid: Including dressings, bandages, and antiseptics.</li> <li>Emergency Medical Supplies: Such as gloves, masks, and other essential items.</li> <li>Enteral Supplies: Including feeding tubes and accessories.</li> <li>Ostomy &amp; Urology Supplies: For patient care and management.</li> <li>Pharmacy Supplies: Including diagnostic tests and phlebotomy supplies.</li> </ul> <p>To enhance educational experiences, DiaMedical USA offers simulated versions of these medical supplies, allowing students to practice procedures safely without the risks associated with using real medications and consumables. Their simulated products include:</p> <ul style="list-style-type: none"> <li>Demo Dose® Simulated Medications: These are designed to mimic real medications, providing students with the opportunity to practice medication administration without the use of actual drugs.</li> <li>Simulated IV Fluids: Mimicking real IV fluids, these are used for training in intravenous therapy.</li> <li>Simulated Blood Bags: Used for practicing blood transfusion procedures.</li> <li>Simulated Medications &amp; Fluids Bundles: Comprehensive sets that include various simulated medications and fluids for extensive training scenarios.</li> </ul> <p>By offering both real and simulated medical supplies, DiaMedical USA ensures that healthcare professionals and students have access to the necessary tools for effective training and practice.</p>

76	School and athletic health supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DiaMedical USA provides a wide array of medical supplies suitable for school health settings, including:</p> <p>First Aid Kits: Comprehensive kits containing essential supplies for treating minor injuries and emergencies.</p> <p>Wound Care Supplies: Bandages, dressings, antiseptics, and other materials for treating cuts, scrapes, and burns.</p> <p>Diagnostic Equipment: Blood pressure monitors, thermometers, stethoscopes, and pulse oximeters for routine health assessments.</p> <p>Personal Protective Equipment (PPE): Gloves, masks, and hand sanitizers to maintain hygiene and prevent the spread of infections.</p> <p>Emergency Medical Supplies: AEDs, emergency medication kits, and other critical supplies for handling medical emergencies.</p> <p>These products are designed to support the health and safety of students and staff within school environments.</p> <p>For athletic programs, DiaMedical USA offers specialized supplies to address the unique needs of athletes, including:</p> <p>Sports First Aid Kits: Tailored kits equipped with supplies for treating sports-related injuries such as sprains, strains, and contusions.</p> <p>Injury Prevention Tools: Braces, supports, and taping supplies to prevent injuries during physical activities.</p> <p>Rehabilitation Equipment: Therapeutic tools and supplies to aid in the recovery and rehabilitation of injured athletes.</p> <p>Emergency Response Equipment: AEDs, emergency medication kits, and other critical supplies for handling athletic emergencies.</p> <p>These products are essential for maintaining the health and safety of athletes during training and competitions.</p>
77	Medical-grade equipment, diagnostic and treatment devices, and adaptive therapy-related tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DiaMedical USA offers a variety of medical-grade equipment tailored for simulation environments, including:</p> <p>SimVS Simulation Platform: A versatile virtual diagnostic platform that integrates with various medical devices, allowing for realistic patient monitoring and diagnostics during simulations.</p> <p>SimRig The Ambulance Trainer: A mobile simulation unit designed to mimic the interior of an ambulance, providing EMS trainees with hands-on experience in a realistic setting.</p> <p>SimScreen® Standard Simulation Panel: A modular panel system that can be configured to represent different hospital room setups, enhancing the realism of simulation scenarios.</p> <p>To facilitate comprehensive training, DiaMedical USA provides diagnostic and treatment devices suitable for simulation, such as:</p> <p>Simulated Loaded Crash Carts: These carts are pre-filled with simulated medications and supplies, allowing learners to practice emergency response procedures without the use of actual drugs.</p> <p>Simulated Medication Boxes: Loaded with non-pharmaceutical items, these boxes enable students to familiarize themselves with the organization and contents of a medication box in a clinical setting.</p> <p>Simulated IV Fluids and Blood Bags: Designed to replicate real IV fluids and blood bags, these items are used for training in intravenous therapy and blood transfusion procedures.</p> <p>DiaMedical USA also offers adaptive therapy-related tools to support various therapeutic practices, including:</p> <p>Simulated Medication Administration Kits: These kits include tools and supplies for practicing medication administration techniques, enhancing the learning experience for students.</p> <p>Adaptive Equipment for Physical Therapy: Tools designed to simulate real-world physical therapy equipment, allowing students to practice therapeutic techniques in a controlled environment.</p>

78	Pharmaceuticals and controlled substances	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DiaMedical USA offers a variety of simulated medications that replicate real pharmaceuticals, including controlled substances, to provide realistic training experiences:</p> <p>Demo Dose® Simulated Medications: These are designed to mimic real medications, providing students with the opportunity to practice medication administration without the use of actual drugs. SimLabSolutions Loaded Simulated Medication Box: This kit includes a comprehensive selection of simulated medications, such as:</p> <p>Injectables: Epinephrine, Atropine, Calcium Chloride, Lidocaine, Sodium Bicarbonate, Dextrose, and more.</p> <p>Oral Medications: Acetaminophen, Aspirin, Prednisone, Nitroglycerin.</p> <p>Vials &amp; Ampoules: Amiodarone, Dopamine, Magnesium Sulfate, Morphine, Epinephrine, Fentanyl, Midazolam, Diphenhydramine, Ondansetron, Furosemide, Normal Saline.</p> <p>Other Supplies: Sterile Alcohol Prep Pads, IV Solution Additive Labels, Primary IV Sets, 3-Way Stopcocks, Luer Lock Syringes, Needle-free Vial Access Cannulas, Safety Needles, Adhesive Tape Rolls, Sharps Container, M.A.D. Intranasal Atomizer.</p> <p>These simulated medications are packaged in vials, ampules, and pre-filled syringes, closely resembling real pharmaceuticals to enhance the realism of training scenarios.</p> <p>Demo Dose® Simulated Code Drug Set #1: This set includes a selection of simulated medications commonly used in emergency situations, such as:</p> <p>Epinephrine 1 mg/10 mL Prefilled Syringe      Atropine 1 mg/10 mL Prefilled Syringe      Calcium Chloride 10% 10 mL Prefilled Syringe      Lidocaine 2% 5 mL Prefilled Syringe      Sodium Bicarbonate 8.4% 50 mL Prefilled Syringe      Dextrose 50% 50 mL Prefilled Syringe</p> <p>These simulated medications are intended for instructional use only and are not for human or animal use.</p> <p>While these simulated medications replicate real pharmaceuticals, including controlled substances, they are designed solely for educational and training purposes. They do not contain any active pharmaceutical ingredients and are not intended for human or animal use. This ensures compliance with regulations governing the handling and use of controlled substances in educational settings.</p>
79	Emergency and disaster response supplies and kits	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DiaMedical USA effectively supports the Sourcewell contract category for Emergency and Disaster Response Supplies and Kits by providing realistic simulation-based solutions that prepare healthcare professionals, first responders, and students for high-stakes emergency situations. These products replicate the equipment, consumables, and organizational structure of real-world emergency response kits, allowing trainees to develop proficiency safely.</p> <p><b>Key Features of DiaMedical Simulation Kits</b></p> <p><b>Simulated Crash Carts and Emergency Kits</b>      Preloaded with simulated medications, airway management tools, and emergency supplies.      Designed for practicing adult, pediatric, and neonatal life support scenarios (ACLS/PALS/NALS).      Includes airway devices, defibrillator pads, syringes, IV sets, and trauma supplies—all safely simulated.</p> <p><b>Disaster Response Bundles</b>      Simulated versions of mass-casualty triage kits and portable emergency supply packs.      Allows teams to rehearse disaster response workflows, patient triage, and rapid assessment procedures.</p> <p><b>Integrated Scenario Training</b>      Kits are compatible with high-fidelity manikins and simulation environments.      Supports training in realistic settings, such as field exercises, hospital mock codes, or EMS simulations.</p> <p><b>Safe Practice with No Risk</b>      All medications, fluids, and consumables are simulated, eliminating exposure to real drugs or biohazards.      Provides a safe, repeatable environment for students and professionals to practice critical skills.</p>

80	Technology, hardware, and software designed for the delivery of solutions described in 75 - 79 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DiaMedical USA provides a comprehensive suite of technology, hardware, and software solutions designed to deliver safe, realistic, and effective training across a variety of healthcare and emergency-response categories. These tools integrate with simulation environments to provide high-fidelity, risk-free learning experiences, ensuring that students and professionals develop critical skills efficiently.</p> <p>1. Single-Use and Disposable Medical Supplies and Consumables            Simulated Supplies: DiaMedical offers simulated versions of single-use items, including IV catheters, tubing, syringes, wound care supplies, and ostomy supplies.            Delivery Technology: SimLabSolutions carts and storage systems organize and present consumables realistically in training environments.            Software Integration: Manikin-linked software tracks supply usage and supports scenario-based learning, enabling students to practice procedural workflows safely.</p> <p>2. School and Athletic Health Supplies            Simulated Kits: First aid kits, sports injury kits, PPE, and emergency response kits are available in simulated formats.            Hardware: Portable training kits, loaded first aid kits, and sports injury mannequins provide hands-on practice.            Technology: Simulation software enables scenario-based drills for school and athletic emergencies, including mass-casualty or athletic injury scenarios.</p> <p>3. Medical-Grade Equipment, Diagnostic and Treatment Devices, and Adaptive Therapy-Related Tools            Simulated Equipment: High-fidelity manikins, virtual diagnostic platforms (SimVS Hospital &amp; EMS), and adaptive therapy tools replicate real devices.            Hardware: Loaded crash carts, IV simulators, and therapy equipment allow realistic interaction with life-like patient care environments.            Software: Instructor control software enables real-time manipulation of patient vital signs, diagnostic outputs, and adaptive therapy simulations.</p> <p>4. Pharmaceuticals and Controlled Substances            Simulated Medications: Demo Dose® and SimLabSolutions medication boxes include injectables, oral medications, IV fluids, and controlled-substance simulations.            Hardware: Pre-filled syringes, vials, and medication boxes organized for easy use in scenarios.            Software: Training platforms track administration, support error injection, and generate debrief reports to reinforce learning without risk of exposure to real drugs.</p> <p>5. Emergency and Disaster Response Supplies and Kits            Patient-Ready Simulation Kits: Loaded crash carts, EMS packs, and disaster response kits replicate real-world supplies for adult, pediatric, and neonatal emergencies.            Hardware: Manikins, defibrillators, airway trainers, and triage kits support realistic hands-on practice.            Software: Simulation management systems, virtual scenarios, and VR platforms (MVR-EMS) allow instructors to control emergencies, monitor student performance, and provide debriefing insights.</p> <p><b>Key Advantages of DiaMedical USA Solutions</b>            High-Fidelity Simulation: Replicates real-world clinical and emergency scenarios safely.            Integrated Technology: Software interfaces with manikins and devices for realistic monitoring and feedback.            Safe, Risk-Free Learning: Simulated consumables and medications eliminate exposure to biohazards or controlled substances.            Comprehensive Coverage: Solutions span all Sourcewell categories, from school health supplies to advanced emergency care training.            Instructor-Friendly: Centralized control software allows scenario customization, performance tracking, and after-action reviews.</p> <p>By combining simulated consumables, patient-ready kits, high-fidelity hardware, and integrated software, DiaMedical USA provides an end-to-end training solution that ensures safe, repeatable, and effective education for healthcare professionals, students, and emergency responders across all Sourcewell categories 75-79.</p>
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81	Training, consultation, maintenance, kitting and custom packaging solutions, medical waste disposal, and other services related to the offering of solutions described in 75 - 80 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>1. Training Services            Instructor-Led Training: DiaMedical provides professional development for educators and simulation facilitators to maximize the effectiveness of their simulation equipment.            Scenario-Based Learning: Training includes realistic patient care and emergency response scenarios across all categories: single-use supplies, medical-grade equipment, school and athletic health, pharmaceuticals, and disaster response.            Continuing Education Support: Programs include clinical and procedural skill reinforcement, allowing instructors to maintain compliance with healthcare education standards.</p> <p>2. Consultation Services            Curriculum Integration: DiaMedical experts assist institutions in aligning simulation tools with educational objectives, accreditation standards, and Sourcewell contract requirements.            Facility Planning: Consultation on layout, simulation lab design, and workflow optimization to ensure realistic training environments.            Technology Implementation: Guidance on software setup, device integration, and scenario management for effective virtual and hands-on simulation experiences.</p> <p>3. Maintenance Services            Software Updates: Management of virtual simulation platforms, ensuring that instructors have access to the latest features and scenarios.            Technical Support: Responsive assistance for troubleshooting, repairs, and operational guidance to minimize downtime.</p> <p>4. Kitting and Packaging            Custom Simulation Kits: Pre-assembled kits tailored to specific scenarios, such as ACLS, PALS, school health, and disaster response simulations.            Consumables &amp; Supplies: Organized packaging of single-use items, medications, IV fluids, and PPE for easy access and repeatable training.            Ready-to-Use Bundles: Patient-ready and simulation-ready kits for classroom or lab environments, reducing preparation time for instructors and maximizing hands-on practice.</p> <p>5. Medical Waste Disposal (Simulated/Training)            Safe Handling Training: While simulation products use non-hazardous materials, DiaMedical provides guidance on proper handling, storage, and disposal of consumables and sharps during training scenarios.</p> <p>6. Related Services            Debriefing Tools: Software and structured guides to analyze student performance, track competencies, and reinforce learning outcomes.</p> <p><b>Key Advantages</b>            Comprehensive Support: DiaMedical's services cover all aspects of simulation-based training, from setup to ongoing operations.            Expert Guidance: Consultation ensures that institutions maximize the value of their simulation programs.            Safe, Realistic Training: Kitting, packaging, and waste management services create an authentic but risk-free learning environment.</p> <p>Efficiency: Pre-assembled kits and ready-to-use bundles reduce setup time and allow for repeatable, high-quality training sessions.</p>
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**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

## Documents

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

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

- [Pricing](#) - Pricing - DiaMedical - Sourcewell Pricing Proposal.pdf - Tuesday September 09, 2025 12:41:11
- [Financial Strength and Stability](#) - Financial Viability and Marketplace Succes - DM Company Details.zip - Tuesday September 09, 2025 12:42:08
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP\_090925\_Medical\_Supply\_Solutions\_Master\_Agreement - Redlined.docx - Tuesday September 09, 2025 12:42:30
- Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to:
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tera Stolla, Contracts and Account Manager, DiaMedical USA Equipment LLC

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum5_Medical_Supply_Solutions_RFP090925</b> Wed August 20 2025 04:04 PM	<input checked="" type="checkbox"/>	6
<b>Addendum4_Medical_Supply_Solutions_RFP090925</b> Mon August 18 2025 12:58 PM	<input checked="" type="checkbox"/>	3
<b>Addendum3_Medical_Supply_Solutions_RFP090925</b> Thu August 7 2025 10:01 AM	<input checked="" type="checkbox"/>	2
<b>Addendum2_Medical_Supply_Solutions_RFP090925</b> Fri July 25 2025 03:38 PM	<input checked="" type="checkbox"/>	2
<b>Addendum1_Medical_Supply_Solutions_RFP090925</b> Thu July 24 2025 10:09 AM	<input checked="" type="checkbox"/>	2

