



**MASTER AGREEMENT #090925**  
**CATEGORY: Medical Supply Solutions**  
**SUPPLIER: Claflin Service Company dba CME**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Claflin Service Company dba CME, 1206 Jefferson Blvd., Warwick, RI 02886 (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 December 29, 2029, 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 Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell and Participating Entity inquiries; and
- Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell 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 Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell 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;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell 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 Sourcwell, Supplier will pay an Administrative Fee to Sourcwell 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.

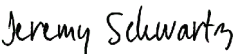
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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 per CME Express Warranty

policy, 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-CLF

Sourcewell

Signed by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

Date: 1/20/2026 | 1:49 PM CST

Claflin Service Company dba CME

Signed by:  
  
654FC202364E450...

By: \_\_\_\_\_  
Recheal Iafrate  
Title: Director, Specialty Sales Administration

Date: 1/20/2026 | 1:44 PM CST



# RFP 090925 - Medical Supply Solutions

---

## Vendor Details

Company Name: Claflin Service Company

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

Address: 1206 JEFFERSON BLVD  
WARWICK, RI 02886

Contact: Bob Charron

Email: bcharron@cmecorp.com

Phone: 401-269-1655

Fax: 888-685-5455

HST#: 05-0377434

## Submission Details

Created On: Tuesday September 02, 2025 11:31:11

Submitted On: Tuesday September 09, 2025 12:04:09

Submitted By: Recheal lafrate

Email: riafrate@cmecorp.com

Transaction #: 54992b3f-219b-43ec-ba07-83632799dd67

Submitter's IP Address: 147.243.65.204

---

## 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.	CLAFLIN SERVICE COMPANY	*
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).	dba CME	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1R0K5	*
5	Provide your NAICS code applicable to Solutions proposed.	423450	*
6	Proposer Physical Address:	1206 Jefferson Blvd Warwick, RI 02886	*
7	Proposer website address (or addresses):	www.cmecorp.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):	Recheal lafrate Director, Specialty Sales Administration 1206 Jefferson Blvd Warwick RI 02886 riafrate@cmecorp.com 401-603-9623	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Recheal lafrate Director, Specialty Sales Administration 1206 Jefferson Blvd Warwick RI 02886 riafrate@cmecorp.com 401-603-9623	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

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

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	After being spun-off in 1978 as a service division for medical equipment from The Claflin Company (established in 1817), Claflin Service Company was established. In 1986, the company refocused on equipment sales for the acute and non-acute markets with logistics/installation and technical service being our key differentiator. In 2015, after major acquisitions on both the east and west coasts, CME Corp became the first focused healthcare equipment distributor with a nationwide presence. The company now has over 30 warehouse and service centers nationwide, supporting 70 + professional account managers INCLUDING a dedicated government sales team. CME Corp represents over 2,000 manufacturers providing 2,000,000+ items. CME is the nation's largest equipment focused value added reseller.	*

12	What are your company's expectations in the event of an award?	CME's expectations are that we continue to grow our sales volume and customer base by leveraging the Sourcewell contract. We are trending 4000%+ growth on our current contract since 2023 and wish to continue pursuing success towards becoming the premier choice for local/state government related health centers and educational facilities members for sourcing medical and health related equipment.	*
13	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.	Supporting Documents Have Been Uploaded for This Section	*
14	Tell us your US market share for your proposed solutions.  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.	35% (estimated)	*
15	Tell us your Canadian market share for your proposed solutions.  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.	N/A CME Corp does not service the Canadian Market.	*
16	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.	N/A	*
17	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). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	A. Distributor/Dealer/Reseller. All Account Managers Are Company Employees Approved Manufacturers Document Has Been Uploaded.	*
18	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.	CME maintains multiple sales licenses permitting sales in all 50 states. Additionally, CME maintains a RI Drug Wholesale license. CME has never lost these certifications.	*
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.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	N/A	*
21	What percentage of your sales are to the governmental sector in the past three years?	7.97%	*
22	What percentage of your sales are to the education sector in the past three years?	4.95%	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State of Massachusetts HLTHEQIP173026 2022 \$1,060,288 2023 \$1,000,034 2024 \$218,566 2025 YTD \$510,160  CME is an Authorized Sourcwell Supplier - Contract #022422-CLF Annual revenue: 2025 YTD: \$983,809.49 2024: \$64,409.73 2023: \$23,169.15	*
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?	Federal Supply Schedule # 36F79722D0186 2022 \$35,151.78 2023 \$240,333.78 2024 \$472,332.57 2025 YTD \$583,503.48  GSA Multiple Award Schedule #47QSWA21D004H 2022 \$187,775.70 2023 \$105,278.73 2024 \$274,338.88 2025 YTD \$230,515.07	*

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Eastern State Hospital	Wendy O'Brien wendy.obrien@dbhds.virginia.gov Procurement Officer	757-208-7308	*
Wake County, North Carolina	John de Haro john.deharo@wake.gov Wake County Project Manager	919.856.6361	*
Pima County, Arizona	Paige Knott paige.knott@pima.gov Contract and Compliance Manager - Pima County, Arizona	520-724-7515	*

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

Describe your company's capability to meet the needs of Sourcwell 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.	CME employs over 70+ Account Managers located across the US. In addition, we have a dedicated Government Team that handles Local, State, and Federal inquiries and sales as do our other account managers.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	N/A	*
28	Service force.	We have 30 services centers across the US. These service centers provide, warehousing, shipping, direct to site services, and technical services (Biomed and Repair). We employ over 100 service related team members. A map/directory of our service warehouses has been attached for reference.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All initial inquiries by Sourcwell members, will initially go to the CME sales team for attention. While we have provided minimum discounted pricing ("list less") that can be used for maximum pricing reference, firm pricing will be provided as a quote at the time of order. Members can place orders via credit card, or PO (PO terms apply). CME's customer service team will enter all orders.	*

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>Customer Service Department &amp; Operations Structure &amp; Reach</p> <ul style="list-style-type: none"> <li>• Network Coverage</li> </ul> <p>CME Corp operates with two corporate offices and over 30 service centers nationwide, supported by 30 warehouses strategically located across the U.S.—creating a broad support footprint.</p> <ul style="list-style-type: none"> <li>• Specialized Support Teams</li> </ul> <p>Our sales and support staff are highly trained and segmented to serve various market sectors—including hospital systems, surgery centers, clinics, physician offices, behavioral health facilities, long-term care, rehabilitation, emergency medical services, and government agencies.</p> <p>Locations &amp; Contact Options</p> <ul style="list-style-type: none"> <li>• Primary Locations <ul style="list-style-type: none"> <li>o Corporate Headquarters: Warwick, Rhode Island</li> <li>o Branches: Anaheim, California and Garden City (New York)</li> </ul> </li> <li>• Over 30 service centers nationwide</li> </ul> <p>Customer Service Access &amp; Communication</p> <ul style="list-style-type: none"> <li>• Phone Support:</li> </ul> <p>Clients can reach our customer service team at 1-800-338-2372 for order processing, support, damage claims, returns, and other inquiries.cmecorp.com+1</p> <ul style="list-style-type: none"> <li>• Email Touchpoints: <ul style="list-style-type: none"> <li>o Place Orders &amp; Check Status: webcs@cmecorp.com</li> <li>o Project Quotes: webcs@cmecorp.com</li> <li>o Government Sales: gov@cmecorp.com</li> <li>o Contractor Sales: contractorsales@cmecorp.comcmecorp.com</li> </ul> </li> <li>• Clients also have the option to contact us via the "Request More Information" form on our website, and our specialists will follow up promptly</li> </ul> <p>Hours - Standard Business Hours: M-F, 8 AM EST to 6 PM PST</p> <p>Operations in Practice</p> <ul style="list-style-type: none"> <li>• Order Processing: Typically handled within 2–3 business days, although manufacturer lead times may influence shipping schedules</li> <li>• Shipping &amp; Delivery Services:</li> </ul> <p>We use UPS/FedEx for ground shipments and offer freight delivery with options like liftgate delivery and Direct-to-Site (DTS), featuring white-glove assembly, staging, inspection, installation, and packaging removal services</p> <ul style="list-style-type: none"> <li>• Damage Handling:</li> </ul> <p>Deliveries should be inspected prior to signing. Any damage must be noted on the delivery paperwork, along with photos, to enable us to file claims and resolve promptly</p> <ul style="list-style-type: none"> <li>• Returns:</li> </ul> <p>Returns require a Return Authorization (RGA) number and are subject to manufacturer policies and a minimum restocking fee (typically 25%). Returns must be initiated within 30 days of the invoice date</p> <p>All phone lines are managed by the Customer Service team and answered promptly during regular business hours. Regular business hours are M-F, 8 AM EST to 6 PM PST The Customer Service team regularly fields incoming orders via telephone, processes credit card or PO information, and enters the order to the system.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	CME Corp looks forward to the opportunity to serve Sourcewell Members with the excellence that we do all of our nationwide customers. We will offer our full suite of products and services.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CME does not service the Canadian Market	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	CME does not service the Canadian Market CME Corp can drop-ship equipment to US Territories. We do not provide our direct to site or biomed services outside of the US.	*
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.	None	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CME Corp can drop-ship equipment to US Territories. We do not provide our direct to site or biomed services outside of the US.	*
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>If awarded a renewed Sourcewell contract, we intend to market the availability of the new contract to all of our existing SLED customers as well as all current Sourcewell members. We also intend to do outreach to SLED entities which are not currently our customers or Sourcewell members. We have lists of directors of purchasing and purchasing agents for states and some for local entities. We also subscribe to healthcare facility databases that provide contacts for state and local healthcare systems throughout the country. We believe the combination of CME's wide breadth of products and services at competitive prices, combined with the Sourcewell, competed contract, will be an attractive option for most SLED entities. We also intend to market to Sourcewell member counties to determine interest in adopting the Sourcewell agreement as their Master Price Agreement.</p> <p>CME employs a staff of 3 full-time marketing team members. We have the capability of developing all marketing materials in-house. We intend to develop a marketing brochure, specifically detailing the Sourcewell contract award (if awarded) and distributing to our SLED contacts, manufacturing partners and Sourcewell members. Please see attached examples of typical CME marketing material capabilities.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CME uses standard online tools and platforms such as Google ad words, Google Analytics, LinkedIn, Facebook etc. to deliver a better experience for our customers online, communicate with our customers and to attract new customers. We follow industry best practices and privacy requirements.	*
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?	It would be helpful if Sourcewell would make Sourcewell members aware of the contract, who the awardees are and what types of products and service are available. It would also be helpful if Sourcewell could provide contact information for its members so the awardees can promote the contracts to all members as well. Beyond that, CME expects to be responsible to promote the contract to Sourcewell and non Sourcewell members. We have had success with our existing contract as we have learned best practices to leverage the contract, particularly with new healthcare construction projects where the customer does not have the contracting resources to solicit their own RFP and the customer wants a turnkey solution for product, installation and biomedical startup services. We have also had some success with leveraging our Sourcewell contract with customers who would like to adopt the contract as their master price agreement.	*
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>	CME has a web site, on which orders can be placed, however, the site does not accommodate customer specific pricing so direct purchases on the site at contract pricing is not yet available.	*



**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.	Equipment requiring specialized training will typically be provided by either the manufacturer of that equipment, or in some cases by CME employees. Training is typically provided at the request of the customer. Training costs are typically provided at no-charge by representatives of the manufacturer unless otherwise noted at the time of the quote. CME will assist with coordination of any training for items purchased through CME.	*
42	Describe any technological advances that your proposed Solutions offer.	Our 2000 manufacturers provide state of the art, most up to date, products within their categories. New items are regularly added to CME's online catalog/ web site. CME sales representative are in regular communication with our manufacturer partners and are made aware of new products as they are released.	*
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.	CME Corp Green Statement has been uploaded.	*
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.	All of these items are provided by the original manufacturers.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities?  What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CME Corp is the largest nationwide dedicated provider for HEALTHCARE EQUIPMENT & RELATED EQUIPMENT. As such our focus is to provide a turnkey solution for those equipment solutions including associated LOGISTICS and TECHNICAL Services. CME can assist with solutions from as small as a single item, everyday purchase to outfitting large, new/replacement medical facilities. CME's breadth of capabilities is further outlined in our attached solutions guide. Our services are customizable to meet the needs of our customers. Additionally, when our DTS/Installation services are purchased, CME provides a dedicated project manager to ensure any installation is properly coordinated between our customer and installation teams.	*

**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	N/A	*
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.	Net 30 Wire Transfer, Bank Checks, Credit Cards	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	CME does not offer any direct financing services but can refer customers to trusted 3rd party vendors for this service.	*
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.	<p>Please see attached, CME's current credit application. This document is used when an entity places it's first purchase order.</p> <p>For new customers to CME, a standard account application is completed (attached). As applicable, CME also provides standard credit applications for entities looking for credit options (also attached).</p> <p>Upon acceptance of an order, all customers are sent an order acknowledgement (example attached).</p> <p>Each order also receives an invoice (example attached).</p> <p>Processing time is approximately 24-48 hours maximum.</p>	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes. CME will accept P-cards. Credit Card processing fees may apply.	*

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.	As detailed in subsequent questions below, for items on our web site/catalog, CME is offering a price not to exceed 5% off the list price. Dock to Dock Freight/shipping to CONUS locations is free for all sales above \$99. All sales below \$99 will incur a freight/shipping charge based on current costs and will be quoted by a CME sales / customer service representative. A price list for all current web items will be provided as an attachment in this solicitation response.  All services including biomedical and installation of any kind as well as product not on CME's web site will be locally negotiated.	*
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.	All items on CME's web site, www.cmecorp.com, will be offered at a price not to exceed 5% off the list price. Dock to Dock Freight/shipping is free for all sales above \$99 to CONUS locations. All open market sales and sales below \$99 will incur a freight/shipping charge based on current costs and will be quoted by a CME sales / customer service representative. Products not on CME's web site will be locally negotiated. All services including biomedical and installation of any kind will be locally negotiated based on individual project parameters such as travel, labor, off hours labor etc.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	All quantity or volume pricing would be locally negotiated on an individual transaction basis.	*
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.	All sourced/open market items, which would be defined as items not on the CME web site, would be locally negotiated.	*
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.	Any special freight requirements beyond dock to dock freight, which may include expedited shipping, inside delivery, lift gate delivery, OCONUS shipments etc., will incur additional charges. Other additional charges may include training costs (if not provided for free by manufacturer). Manufacturers typically provide training charges to CME when training is not free. CME will include those charges in quotes, along with product pricing, installation, biomed and any applicable freight costs.	*
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.	Free Ground Shipping for orders over \$99 on web site to all CONUS locations. All other shipping methods such as OCONUS, expedited shipping, inside delivery, lift gate delivery etc. will incur additional charges. All orders for open market items and sales under \$99 will be charged freight and quoted to customer prior to purchase. Most items will be drop shipped directly from the manufacturer except when CME installation services are purchased. When CME installation is purchased, product will be aggregated at the local CME warehouse and delivered/installed by CME team members.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All OCONUS freight will be an additional charge on orders based on current shipping rates. All freight will be quoted prior to purchase.	*
66	Describe any unique distribution, delivery, or deployment methods or options for the goods and services offered in your proposal.	With 30+ warehouse across the U.S., CME Corp's Direct-to-Site (DTS) service is a turnkey approach that covers the initial equipment purchase, tracking of the items, receiving, warehousing, staging, assembly, and delivery direct to the room, allowing us to oversee all aspects of facility setup for our customers, while also preventing any details from being missed during the process. Direct-to-Site services include detailed quote formulation, recommendations on cost-saving, top quality substitutions, PO coordination, tracking of all products, receiving of all items in our warehouse, handling of all damage claims, staging and assembly, direct-to-room delivery, post-delivery coordination of services between the customer and manufacturers. These services help foster on-time delivery, one point of contact, no lost or damaged products (All claims handled by CME) & no outsourced logistics company. These services can be customized to the facility's needs.  CME also provides Biomedical Services including, staffing solutions, service programs, asset tagging, IT hardware services, manufacturer support, startup electrical checks, transport equipment maintenance and non-acute / post-acute biomedical services.	*

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>CME will run quarterly sales reports within 2 weeks of quarter close or sooner per contract reporting requirements. All quotes to Sourcewell members will be coded with the Sourcewell contract number. These contract codes will be visible on the quotes submitted to customers and will also carry through internally into CME's ERP system on the order level, which will enable us to report by identifying all contract sales for any given period. CME's quoting system provides contracted sell prices for contracted customers and items as needed, therefore, contracted items should be quoted no higher than the contracted price. This pricing is fully visible to the sales associate providing the quote within our quoting system. This helps ensure Sourcewell customers will receive contracted pricing or better.</p> <p>Our Contracts Manager will be running a sales/contract fee report at the end of every quarter. In the rare event a Sourcewell customer is quoted and purchases an item above contracted price, we will identify these anomalies on this report, which will include individual item sales, actual sell price, CME catalog/web price and the awarded contract discount price. Contracted prices will be compared to actual sell prices to determine compliance. This report will also be used to calculate quarterly admin fees to be paid to Sourcewell.</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>CME utilizes Microsoft Power BI business intelligence reporting as well as Infor A Plus ERP system. These 2 tools allow us to report and manipulate data to determine many metrics, including sales performance. We will be able to track Sourcewell sales by any given period as well as by any data point. We will use this data to determine sales growth of Sourcewell customers as well as to identify non-Sourcewell customers to whom we can share the value of what Sourcewell offers in hopes these potential customers will become a Sourcewell member. CME currently has a substantial SLED customer base that we can compare to the Sourcewell member list to identify non Sourcewell members to whom we wish to market the Sourcewell offering.</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.	2% of Net Sales. Net Sales does include equipment, Direct to Site Services and Technical/Biomedical Services. Net Sales does not include freight or sales taxes where applicable.	*

**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.	Offered pricing is the same as our current Sourcewell contract.	*

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

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, in the proposal.	<p>CME Corp has the largest portfolio of equipment with over 2 million products from more than 2,000 manufacturers. We are the nation's largest healthcare equipment sales and service focused value added reseller. CME provides you with a team of professional, highly trained representatives to consult, manage, and provide the necessary information and services for proper equipment planning, decision making, staging, delivery and installation. CME helps healthcare facilities nationwide reduce the total cost of the equipment they purchase. We help make their equipment specification, delivery, installation, and maintenance process more efficient and create an easy, simplified purchasing experience that is as cost effective as possible. Our mission is to help healthcare facilities nationwide reduce the total cost of the equipment they purchase, make their equipment specification, delivery, installation, and maintenance process more efficient &amp; create an easy, simplified purchasing experience that is as cost-effective as possible.</p> <p><b>Product Categories:</b> As a nationwide premier source for capital medical equipment, CME Corp has a wide selection of equipment to supply your clinical settings. Some categories include medical procedure tables, procedure lighting, ambulatory/transfer equipment, scales, warming cabinets, defibrillation, sterilization products, carts, appliances, respiratory, emergency preparedness, infection control, IV therapy, lab equipment, air purifiers, maintenance products and food preparation. Please visit our web site at <a href="http://www.cmecorp.com">www.cmecorp.com</a> for more a more detailed preview of our product offering. In addition to the products offered on our web site, CME can source almost any product you may need for your facility. Our knowledgeable sales team is adept at offering a consultative solution that will assist you in meeting the vast majority of your every day and new construction product needs.</p> <p><b>Direct to Site Services:</b> With multiple warehouses and professional installers, we have the agility and expertise to manage your logistical needs from start to finish. Our turnkey logistics and warehousing services include Includes receipt of products at our local warehouse, inspecting products for damage, and coordinating replacement if required. Includes product assembly and removal and disposal of all packaging, professional wall mounting, and one scheduled trip to specified locations in facility during normal business hours for placement of products in room(s) of choice.</p> <p><b>Biomedical Services:</b> Whether our Biomedical Equipment Technicians (BMETs) are complementing your inhouse resources or establishing equipment aintenance plans for your facility, your equipment inspections are preventive maintenance are on time and up-to-date. Our biomedical services and technical solutions include staffing solutions, service programs, asset-tagging, IT hardware services, manufacturer support, startup electrical checks, transport equipment maintenance, non-acute/post-acute biomedical services.</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Direct-to Site Installation Services, Biomedical &amp; IT Services, Exam Room Furniture, Seating &amp; Stools, Waste &amp; Recycling, Waiting Room Equipment, Lighting, Scales, Eyes, Ears Nose &amp; Throat, OB/GYN, Vital Sign Monitors &amp; Systems, Specialty Diagnostic Products, Dopplers, Cardiopulmonary Testing, Blood Pressure Equipment, Equipment Sterilization, Patient Room Furniture, Behavioral Health Equipment &amp; Furniture, Respiratory, Advance Disinfection, IV Poles, Stainless Steel Products, Surgery Equipment, IT Support Products, Carts, Storage Solutions, X-Ray Products, Patient Transfer, Transport and Showering Equipment, Physical Therapy Equipment, Medical Grade Appliances, Warming Cabinets, Laboratory Equipment, Fall Prevention/Ambulation Products, Patient Positioning &amp; Privacy Products.</p>
73	Describe the lifecycle support services for equipment, such as implementation, maintenance, and decommissioning.	<p>CME offers supplemental biomedical services to assist with incoming inspection of new medical equipment and maintenance of existing medical equipment. CME supports many modalities, specifically those not covered by OEM or specialty service organizations. Other services include asset tagging, electrical safety inspections, preventive maintenance, and inventory validation.</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>We offer a full suite of installation and biomed services. In most cases, we can tailor this menu of solutions based on our customers' needs as determined by consulting with the customer.</p>

**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 type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
76	School and athletic health supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Physical therapy and athletic equipment, as well as lockers, fire extinguishers and bathroom equipment	*
77	Medical-grade equipment, diagnostic and treatment devices, and adaptive therapy-related tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	See cmecorp.com for current catalog. Please note items on our web site are a representation of what we sell. CME can meet most requests from our customers.	*
78	Pharmaceuticals and controlled substances	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
79	Emergency and disaster response supplies and kits	<input checked="" type="radio"/> Yes <input type="radio"/> No	See cmecorp.com for current catalog	*
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	Internal Customer-Accessed website to track equipment shipment. Our installation and biomed teams utilize tablets with packaged solutions to make in field customer receipt process as detailed and efficient as possible.	*
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	CME offers, direct to site white glove installation/delivery services. Preventative Maintenance/Equipment start-up service. Repair services are available as well.	*

**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 type="radio"/> Yes <input checked="" 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](#) - Web Catalog Sourcewell Pricelist 2025.xlsx - Friday September 05, 2025 12:32:13
- [Financial Strength and Stability](#) - Bank Letter.pdf - Wednesday September 03, 2025 13:32:29
- [Marketing Plan/Samples](#) - CME Marketing Samples - CONFIDENTIAL.pdf - Friday September 05, 2025 13:21:09
- [WMBE/MBE/SBE or Related Certificates](#) - Drug Cert - W9.pdf - Friday September 05, 2025 12:51:53
- [Standard Transaction Document Samples](#) - Credit app- account app- sample ord ack - sample invoice.pdf - Friday September 05, 2025 13:15:24
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Solutions Guide- green statement - express warranty- warehouse map.pdf - Friday September 05, 2025 12:51:40



## 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. - Recheal Iafrate, Director, Specialty Sales Administration, Claflin Service Company dba CME

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
Addendum5_Medical_Supply_Solutions_RFP090925 Wed August 20 2025 04:04 PM	<input checked="" type="checkbox"/>	6
Addendum4_Medical_Supply_Solutions_RFP090925 Mon August 18 2025 12:58 PM	<input checked="" type="checkbox"/>	3
Addendum3_Medical_Supply_Solutions_RFP090925 Thu August 7 2025 10:01 AM	<input checked="" type="checkbox"/>	2
Addendum2_Medical_Supply_Solutions_RFP090925 Fri July 25 2025 03:38 PM	<input checked="" type="checkbox"/>	2
Addendum1_Medical_Supply_Solutions_RFP090925 Thu July 24 2025 10:09 AM	<input checked="" type="checkbox"/>	2