



**MASTER AGREEMENT #090925**  
**CATEGORY: Medical Supply Solutions**  
**SUPPLIER: Henry Schein, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Henry Schein, Inc., 135 Duryea Road, Melville, NY 11747 (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 in Line Item 62 of 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 will pass through to Participating Entities ("Indemnitees"), at the time of sale, any transferable product warranties, indemnities and remedies provided to the Vendor by the Manufacturer. TO THE EXTENT PERMITTED BY LAW, SUPPLIER PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE INDEMNITEES SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THERON.\.
- 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, to its knowledge, 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, solely to the extent applicable to Supplier in

consideration of the scope of work, when a Participating Entity provides notice of its intent to procure Suppliers Included Solutions with federal funds and subsequently does so upon confirmation from Supplier of compliance with the following applicable provisions:

- 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) 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) **Reserved.**
- 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:
  - 3) Identify the applicable Sourcewell Agreement number;
  - 4) Clearly specify the requested change;
  - 5) Provide sufficient detail to justify the requested change;
  - 6) Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - 7) 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.

Because Supplier offers catalog discounts, the above process in Article 2, paragraphs 2-7, only applies when: 1) a discount changes that falls above or below the current stated discount range, and 2) if a new line of products is added to the catalog.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

9) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

10) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

11) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

12) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, the Supplier will pay a 1% administrative fee to Sourcewell on Net Sales (as defined below) to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. "Net Sales" means gross sales of Products less returns, allowances, credits, sales or use taxes and freight and handling charges. Notwithstanding anything in this Agreement to the contrary, HSI reserves the right to exclude from the Net Sales calculation (i) the sales of (A) any Product on which HSI earns less than a five percent (5%) gross profit margin, (B) a flu vaccine or mist, and/or (C) Remicade or Td Products and/or (ii) the amount(s) of any or all Denied Chargebacks..

- 13) **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.
- 14) **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.
- 15) **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;
- 16) **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 (to the extent required by applicable law) and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees, to the extent required by law, 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.
- 17) **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 by Supplier, 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.
- 18) **Amendments.** Any 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.
- 19) **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.

- 20) **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.
- 21) **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.
- 22) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent 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.
- 23) **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.
- 24) **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.
- 25) **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.
- 26) **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.
- 27) **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 a claims-made 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, P.O. Box 219, 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.
- 28) **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.
- 29) **Termination for Cause.** Either party ("Terminating Party") may terminate this Agreement upon providing written notice of material breach to other party ("Non-terminating Party"). Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Non-terminating Party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Unless otherwise negotiated and agreed to in a written agreement between Supplier and Participating Entity, the terms included in Suppliers Standard Terms of Sale at <https://www.henryschein.com/us-en/specialmarkets/legalterms.aspx> will govern these aspects of the transaction between Supplier and Participating Entity (the terms included in any purchase order or other similar transactional document provided by a Participating Entity notwithstanding).
- 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.
  
- 9) **Domestic Preference Compliance.** Should a Participating Entity be required to comply with a domestic-preference provision, Participating Entity will inform Supplier and validate the country of origin of the products prior to purchasing. Supplier expressly disclaims compliance with domestic preference provisions unless otherwise agreed to in writing regarding the specific products being ordered.

Sourcewell

Signed by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

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

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 2/25/2026 | 9:16 AM CST

Henry Schein, Inc.

DocuSigned by:  
*Andy Goldy*  
3B4F87143BC043F...

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

Andy Goldy

Title: VP, One Government

Date: 2/25/2026 | 5:26 AM PST

# RFP 090925 - Medical Supply Solutions

---

## Vendor Details

Company Name: Henry Schein Inc  
Does your company conduct business under any other name? If yes, please state: NO  
Address: 135 Duryea Rd.  
Melville, NY 11747  
Contact: Cristina Bowman  
Email: cristina.bowman@henryschein.com  
Phone: 864-381-5900  
Fax: 864-381-5900  
HST#: 11-3136595

## Submission Details

Created On: Tuesday July 22, 2025 16:05:48  
Submitted On: Tuesday September 09, 2025 16:17:22  
Submitted By: Cristina Bowman  
Email: cristina.bowman@henryschein.com  
Transaction #: d6b11a79-8ae8-473e-b4be-32078bc6f13c  
Submitter's IP Address: 147.243.202.198

---

**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.	Henry Schein, Inc.
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).	Henry Schein files the list of our significant subsidiaries with the SEC each year. Please see the following link to reference our annual filing: Proxy & Annual Reports - Henry Schein: <a href="https://investor.henryschein.com/financials/annual-reports/default.aspx">https://investor.henryschein.com/financials/annual-reports/default.aspx</a>  Included in the attachments as well: <ul style="list-style-type: none"> <li>• 2024 Annual Report and 10-K</li> <li>• 2025 Proxy Statement</li> <li>• 2025 Proxy Supplement May 16, 2025</li> <li>• 2025 Proxy Supplement May 2, 2025</li> </ul>
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Henry Schein's CAGE code is 0NUS8
5	Provide your NAICS code applicable to Solutions proposed.	423450
6	Proposer Physical Address:	Our headquarters is located at 135 Duryea Road, Melville NY 11747
7	Proposer website address (or addresses):	<a href="http://www.henryschein.com/medical">www.henryschein.com/medical</a>
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):	Andy Goldy Title: VP, One Government Email: <a href="mailto:andy.goldy@henryschein.com">andy.goldy@henryschein.com</a> Ph: (631) 247-2853 Note: Andy Goldy, our VP of One Government, has the authority to sign all necessary legal documents.  Rob Irwin Title: Director of State and Local Government Email: <a href="mailto:rob.irwin@henryschein.com">rob.irwin@henryschein.com</a> Cell Ph: (661) 244-7090  Cristina Bowman (Main Point of Contact for Sourcewell Medical Contract) Title: Government Account Manager Email: <a href="mailto:cristina.bowman@henryschein.com">cristina.bowman@henryschein.com</a> Cell Ph: (864) 381-5900  Ashley Gregory Title: Government Account Specialist Email: <a href="mailto:ashley.gregory@henryschein.com">ashley.gregory@henryschein.com</a> Cell Ph: (864) 238-2013
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cristina Bowman Title: Government Account Manager Email: <a href="mailto:cristina.bowman@henryschein.com">cristina.bowman@henryschein.com</a> Cell Ph: (864) 381-5900
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rob Irwin Title: Director of State and Local Government Email: <a href="mailto:rob.irwin@henryschein.com">rob.irwin@henryschein.com</a> Cell Ph: (661) 244-7090  Ashley Gregory Title: Government Account Specialist Email: <a href="mailto:ashley.gregory@henryschein.com">ashley.gregory@henryschein.com</a> Cell Ph: (864) 238-2013

**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.	<p>Henry Schein, Inc. (Nasdaq: HSIC) is a solutions company for health care professionals powered by a network of people and technology. With approximately 25,000 Team Schein Members worldwide, the Company's network of trusted advisors provides more than 1 million customers globally with more than 300 valued solutions that help improve operational success and clinical outcomes. Our Business, Clinical, Technology, and Supply Chain solutions help office-based dental and medical practitioners work more efficiently so they can provide quality care more effectively. These solutions also support laboratories, government and institutional agencies, health care clinics, EMS, Schools, Universities, as well as other alternate care sites. Henry Schein Medical offers a wide variety of products and solutions including Medical Surgical Supplies, Medical Equipment, Laboratory Medical Surgical Supplies, Laboratory Testing, Laboratory Equipment, Point of Care Testing, Pharmaceuticals, and many other specialty products like Bleeding Control Kits, Simulation Manikins and Training Aids. We offer national brand, generic, and Henry Schein Brand products that address your quality care initiatives, from prevention to diagnosis to treatment. Henry Schein operates through a centralized and automated distribution network, with a selection of more than 300,000 branded products and Henry Schein corporate brand products in our distribution centers.</p> <p>A FORTUNE 500 Company and a member of the S&amp;P 500® index, Henry Schein is headquartered in Melville, N.Y., and has operations or affiliates in 33 countries and territories. The Company's sales reached \$12.7 billion in 2024 and have grown at a compound annual rate of approximately 11.2 percent since Henry Schein became a public company in 1995.</p> <p>Our Mission is to provide innovative, integrated health care products and services; and to be trusted advisors and consultants to our customers - enabling them to deliver the best quality patient care and enhance their practice management efficiency and profitability. It has been 93+ Years since first Henry Schein opened his pharmacy in Queens, New York, during the depth of the Great Depression. Since 1932, Henry Schein, Inc. has grown to become a global leader in delivering health care solutions.</p> <p>Henry Schein Inc, has more than 300,000 products in our product portfolio, and more than 1 million customers. Over the course of 93+ years, Henry Schein, Inc. has frequently reinvented the organization to meet customer needs.</p> <p>Henry Schein Inc, is widely recognized for its excellent customer service, highly competitive prices, and innovative value-added solutions. The Company is dedicated to helping its customers succeed by offering the products and services needed for operating an efficient practice and delivering high-quality health care. Henry Schein has a sales and marketing approach that is uniquely integrated and supported by approximately 30 million highly targeted direct marketing pieces.</p> <p><b>Accelerating Environmental Sustainability:</b>  Recognizing our impact on the environment, we embrace our responsibility to manage it and drive positive change across our global value chain. Henry Schein Inc believes that for a meaningful contribution to climate mitigation, we need to collaborate across our industry and its supply chain, and take actions rooted in evidence and climate science. This is why we joined the Business Ambition for 1.5°C Initiative in 2021. As part of that commitment, we submitted our targets to the Science-Based Targets initiative (SBTi) in early 2024 and are working towards validation later in 2024.</p> <p>We aim for emission reductions through efficiency and mitigation measures as well as active sourcing of renewable electricity, purchasing products and services that originate from more sustainable sources, and engaging with customers and suppliers along our value chain on joint decarbonization projects. We do this in the following four action areas:</p> <ol style="list-style-type: none"> <li>1. Green Team Schein - Our global employee volunteering efforts such as beach clean-ups and planting gardens and trees add value to our communities and contribute to the health of the environment in which we live and work.</li> <li>2. Practice Green - Through Practice Green, Henry Schein seeks to empower the health care sector with ways to reduce their environmental footprint while providing high-quality patient care. Practice Green provides customers and suppliers with products, solutions, and resources, enabling health care professionals to create a greener practice.</li> <li>3. Supply Chain &amp; Circularity - We focus on operational initiatives across our supply chain that contribute to a circular economy by responsibly managing our waste and water footprints.</li> <li>4. Net Zero 2050 - Guided by our science-based targets, Net Zero 2050 is a company-wide climate roadmap to significantly reduce our greenhouse gas emissions by 2030, and approach net zero by 2050.</li> </ol>
12	What are your company's expectations in the event of an award?	<p>In the event of an award, Henry Schein, Inc will develop a collaborative partnership with Sourcewell and its Participating Entities. As a primary supplier, we will provide the best quality and value in products and services, helping our customers, as trusted advisors, and consultants, to:</p> <ul style="list-style-type: none"> <li>• Deliver quality health care to patients.</li> <li>• Efficiently operate and grow practices.</li> <li>• Increase financial return and financial security.</li> </ul> <p>Henry Schein, Inc. looks forward to this partnership opportunity.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>The Company's sales reached \$12.7 billion in 2024 and have grown at a compound annual rate of approximately 11.2 percent since Henry Schein became a public company in 1995. Annual Reports can be found on the following link <a href="https://investor.henryschein.com/proxy-annual-reports">https://investor.henryschein.com/proxy-annual-reports</a></p> <p>Included in the attachments as well:</p> <ul style="list-style-type: none"> <li>• 2024 Annual Report and 10-K</li> <li>• 2025 Proxy Statement</li> <li>• 2025 Proxy Supplement May 16, 2025</li> <li>• 2025 Proxy Supplement May 2, 2025</li> </ul>	*
14	<p>Tell us your US market share for your proposed solutions.</p> <p>OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.</p>	<p>Henry Schein's North American Medical Market Share is 20-25%</p>	*
15	<p>Tell us your Canadian market share for your proposed solutions.</p> <p>OR, provide the number of Canadian Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of provinces where you have made sales.</p>	<p>Canadian business will not be included in this contract proposal. US is separate from Canadian business. Please see the contact information for the President of Henry Schein Canada:</p> <p>Prashant Ohri          President, Henry Schein Canada          (905) 832-9101 x4219          Prashant.Ohri@henryschein.ca</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>There are no reportable bankruptcy proceedings. Henry Schein is a Fortune 500 Company with a proven track record. Henry Schein has been cited by Fortune as one of the World's Most Admired Companies for the past 18 years.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>a) Henry Schein, Inc. is a distributor and is authorized to sell all products within our product catalog. Individual authorization letters may be provided upon request.</p> <p>b) N/A – Henry Schein is a Distributor</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Henry Schein, Inc., is appropriately licensed in all material respects as it applies to our business in all States and jurisdictions that require such licensure, including the District of Columbia and Puerto Rico. We currently distribute products in all 50 States including the District of Columbia and Puerto Rico. Exclusions may apply. We may provide specific required licenses upon award.</p>	*
19	<p>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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>To our knowledge, there is no "Suspension or Debarment" information to report. From time to time, Henry Schein, Inc. has been and may become a party to legal proceedings, including, without limitation, product liability claims, employment matters, commercial disputes, governmental inquiries and investigations (which may in some cases involve our entering into settlement arrangements or consent decrees), and other matters arising out of the ordinary course of our business. While the results of any legal proceeding cannot be predicted with certainty, in our opinion none of these matters had or are currently anticipated to have a material adverse effect on our ability to perform under the bid or any contract resulting therefrom.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<ul style="list-style-type: none"> <li>• Fortune World's Most Admired Companies, 20 years</li> <li>• World's Most Ethical Companies, 11 years</li> <li>• Best Places to Work, 7 years</li> <li>• 2023 Fortune Change the World List</li> <li>• Forbes America's Best Employers List, 5 years</li> </ul>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Henry Schein considers customer sales information confidential.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Henry Schein considers customer sales information confidential.</p>	*

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?	<p>MMCAP Infuse Dental Contract #: MMS2401077 Medical Supplies Contract #: MMS2200734 20+ Years mmcap_infuse.membership@state.mn.us</p> <p>Omnia - Medical and Dental Contract #: 2021002973 3+ Years info@omniapartners.com</p> <p>E&amp;I - Medical and Dental 14+ Years <a href="https://www.eandi.org/member-center/membership-benefits/">https://www.eandi.org/member-center/membership-benefits/</a></p> <p>BuyBoard 18+ Years info@buyboard.com</p> <p>Sourcewell Dental Agreement: Contract #: 092623-HENRY Dental supplies, equipment and service Maturity Date: 11/06/27</p> <p>State of South Carolina Medical Supplies and Equipment Contract Contract #: 4400028223 Start Date: 02/20/2022   End Date: 02/19/2027</p> <p>***Henry Schein considers customer sales information confidential</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<ul style="list-style-type: none"> <li>o Dental FSS, Schedule 65 II C Contract #: 36F79718D0314</li> <li>o ECAT Dental Contract: SPE2DE-24-D-0026</li> <li>o ECAT Lab (LIDs) Contract: SPE2DE-25-D-0006</li> <li>o DLA CEC Contract: SPE2D0-17-D-0009</li> </ul> <p>Henry Schein considers customer sales information confidential.</p>

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Tuolumne County Sheriffs 12915 Justice Center Drive, Sonora, CA 95370	Sargent Schertz	(209) 533-7200
Caro Psychiatric Hospital 2040 Chambers Rd, Caro MI 48723	D. Blakely	(989) 672-9444
Gwinnett County Sheriff Office 2900 University Pkwy, Lawrenceville GA 30043	Glenn Foutan	(770) 619-6406

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

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

Line Item	Question	Response *
-----------	----------	------------

26	Sales force.	<p>Henry Schein, Inc has a nationwide sales team of over 800 highly trained Medical Sales Consultants. Supporting these team members, we have over 250 Specialty Representatives as well. Sourcewell will be supported by our State and Local Government team which is dedicated to managing the contract and assisting with any requests/needs made by Sourcewell direct and/or Sourcewell contracted customers. Our State and Local Government Team includes our Director of State and Local Government, a Government Account Manager, and Government Account Specialists, as well as a dedicated Medical Sales Consultant for each ship to location, a dedicated Lab Point of Care Specialist, a dedicated Clinical Lab Specialist, and a dedicated Capital Equipment Specialist. Your Government Account Manager will be Sourcewell's main point of contact for Contract management, collaboration, business reviews, reporting, and any requests or needs that Sourcewell and/or Sourcewell members may have. Sourcewell can expect to receive the world-renowned customer support and white glove experience that Henry Schein, Inc is known best for.</p> <p>Sourcewell's Henry Schein Medical Government Account Team Contacts are listed below:</p> <p>Cristina Bowman                  Title: Government Account Manager                  Email: cristina.bowman@henryschein.com                  Cell Ph: (864) 381-5900</p> <p>Rob Irwin                  Title: Director of State and Local Government                  Email: rob.irwin@henryschein.com                  Cell Ph: (661) 244-7090</p> <p>Ashley Gregory                  Title: Government Account Specialist                  Email: ashley.gregory@henryschein.com                  Cell Ph: (864) 238-2013</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Henry Schein offers a comprehensive portfolio of solutions to enhance efficiency, boost productivity, and optimize care delivery, with a large workforce supporting each solution. In addition, our Henry Schein Government Team partners closely North American Rescue to support any customized kit requests. Some of our portfolio solutions include:</p> <ul style="list-style-type: none"> <li>• North American Rescue: delivers premium products with a mission to pre-hospital first responders. NAR's portfolio of products have been founded on evidence based medicine and is uniquely focused on addressing trauma in order to increase survivability in the most adverse situations. Their products include Stop the Bleed Kits, IFAK Kits, Trauma Kits, Simulation Training Manikins, and many more! North American Rescue is a sister company of Henry Schein. Custom kits and logos can be created for any State, County, City, or local Agency, Schools or for any customer.</li> <li>• HealthFirst: advances safety and operational efficiency with automated emergency preparedness, infection control, and medical waste disposal solutions.</li> <li>• AS Medications: Provides a full pharmaceutical solution to improve patient outcomes while driving revenue to the customers organization.</li> </ul> <p>Henry Schein also has supplier partners like SomaTech, who specialize in refurbished equipment, which are identified as such. We also partner with MXR who acquires new and refurbished UltraSound Equipment.</p> <p>White glove Delivery Installers are trusted partners throughout the United States, that partner closely with our Medical Equipment Team.</p>
28	Service force.	<p>Henry Schein, Inc has a nationwide sales team of over 800 highly trained Medical Sales Representative. Supporting these team members, we have over 250 Specialty Representatives as well. Sourcewell will be supported by our State and Local Government team which is dedicated to managing the contract and assisting with any requests/needs made by Sourcewell direct and/or Sourcewell contracted customers. Our State and Local Government Team includes our Director of State and Local Government, a Government Account Manager, and Government Account Specialists, as well as a dedicated Medical Sales Representative for each ship to location, a dedicated Lab Point of Care Specialist, and a dedicated Capital Equipment Specialist. Your Government Account Manager will be Sourcewell's main point of contact for Contract management, collaboration, business reviews, reporting, and any requests or needs that Sourcewell and/or Sourcewell members may have. Sourcewell can expect to receive the world-renowned customer support and white glove experience that Henry Schein, Inc is known best for.</p> <p>Customer Service Team: Our Customer Service team is highly versed in product and system knowledge and always strive to provide the best customer service. They can assist in any ordering, billing, or product related needs or questions that the customer may have. Their Contact phone number is 1-800-472-4346 and is available from 8am to 8pm.</p> <p>Dedicated Point of Care Lab Specialist                  Our dedicated POCT Lab Specialist is here to partner with the customer to maximize their point of care testing capabilities. They have the experience and expertise to:</p> <ul style="list-style-type: none"> <li>• Consult: OUR POCT Lab Specialist bring expertise on all aspects of maintaining a diagnostic lab and work with the customer to evaluate their current POCT processes, testing volumes, and find ways to maximize revenue, minimize operating costs, and assist with obtaining CLIA Certification.</li> <li>• Select: They will help the customer choose the right equipment, from the best brand options, based on specific factors related to the customer's practice, including: test menu and volume, average patient population size, and testing personnel</li> </ul>

		<ul style="list-style-type: none"> <li>• Implement: By offering the customer a single point of contact, we conveniently streamline: ordering, delivery, setup and training, validation and correlations</li> <li>• Support: Our lab services do not cease after the customer has set up and stocked their lab. We can provide comprehensive support that includes sharing best practices and advice for:             <ul style="list-style-type: none"> <li>o Regulatory compliance</li> <li>o Inventory Management and ordering</li> <li>o Testing protocols</li> <li>o Proper coding and billing</li> <li>o Information management</li> <li>o Managing equipment vendor relationships</li> </ul> </li> <li>• POC Connectivity: We enable labs to keep central oversight of quality control, device management, and user database to enhance competency management.</li> <li>• Laboratory Assessment: We assess current laboratory products and spend to offer product recommendations that will drive standardization and reduce cost.</li> <li>• Standardization: We evaluate current spend analytics and develop standardization program to drive efficiencies and cost avoidance. With a Robust point of care and Lab product portfolio, we offer molecular and lateral flow options, plus readers, and other lab equipment, accessories, and supplies, along with test kits for a comprehensive range of conditions and measures. Our dedicated Lab POCT Specialist will work with the customer to select the product that best fits their testing needs and works with our supplier partners to ensure a smooth ordering process.</li> </ul> <p>Dedicated Clinical Lab Specialist: Henry Schein has a dedicated Clinical Lab Specialist to support every major region of the country and is here to partner with the customer to maximize their Clinical Lab Equipment and testing needs. They have the experience and expertise to Consult, Select, Implement, Support all Clinical Lab customers' needs.</p> <p>Dedicated Equipment Specialist Team / Equipment Services / Installation              The purchase of new equipment is an exciting milestone for any agency or practice owner with expectations for increased practice revenue and an enhanced patient experience. Unlike everyday disposable supplies, purchasing medical equipment requires a great deal of risk and thought regarding investment, efficiency, and support. Henry Schein medical offers more than just a robust equipment product portfolio to improve clinical outcomes. Our Equipment Specialists can help maximize value through extensive manufacturer options, capture revenue through selective capital investment, implement best practices through capital equipment specialist expertise, support profitability, through group-buy negotiation, simplify procurement with seamless ordering/delivery processes and collaboration with equipment planning software, and optimize investments through onsite training and support.              Our Medical Equipment Specialists offer services to support the customer on every step of their purchasing journey through Consultation and Selection, Financing, White glove Delivery and Staging, and Training and Support. They coordinate the entire procurement process according to the customer's timeline and delivery needs. Offers Staged Delivery for equipment and supplies by functional area or room to expedite receiving. White Glove Installation is a special added service offered to ensure a seamless process for the delivery, setup, installation, and integration of newly purchased equipment, and includes debris/packaging removal as well. Through capital equipment resources and direct manufacturer support, our Medical Equipment Specialists will organize Training to provide staff with the proper education and ongoing support to keep up to date on equipment developments. Our goal is to help agencies and practice owners swiftly begin to realize a positive return on their equipment investment.</p> <p>Equipment Repair/Maintenance              Henry Schein's highly skilled ProRepair team is trained and certified on all major dental equipment, and can deliver personalized, in-office repair service to get a practice up and running to full capacity. In specific to Medical ProRepair services, Henry Schein facilitates medical repairs to the manufacturers and offer in-house medical instrument sharpening.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell participating entities must have a Medical account established with Henry Schein. To set up a new Medical account, to identify their Medical existing account, and/or to request to have their existing Medical account linked to the Sourcewell Medical Supplies Contract (upon award), members may contact the Henry Schein Government Team directly (contacts listed below). Upon account establishment and contract connectivity, the customer may proceed with ordering. All orders are subject to Henry Schein's Standard Terms of Sale unless otherwise agreed in a written agreement between Henry Schein and a participating entity, and may be subject to a due diligence review process (visit the following for more information: <a href="https://www.henryschein.com/en-us/legal-terms-and-conditions/dental-medical-special-markets">https://www.henryschein.com/en-us/legal-terms-and-conditions/dental-medical-special-markets</a>).</p> <p>Our Henry Schein Government Account Team can assist in granting online access to the customer's account on the Henry Schein Website and assist in Website Training. Once the account is established and/or identified, we can assist in connecting the customer with their local Henry Schein Field Sales Consultant, that they can utilize for their quotes and purchasing. Customers may place their orders with their sales consultant, or electronically; our Government Team can also assist with order placement, as well as getting the customer set up with a punchout system for ordering. Orders can be prepaid with credit card or billed to the account with a customer purchase order. An Order Confirmation and Invoice will be provided on all orders.</p> <p>Cristina Bowman              Title: Government Account Manager              Email: <a href="mailto:cristina.bowman@henryschein.com">cristina.bowman@henryschein.com</a>              Cell Ph: (864) 381-5900</p>

Rob Irwin  
 Title: Director of State and Local Government  
 Email: rob.irwin@henryschein.com  
 Cell Ph: (661) 244-7090

Ashley Gregory  
 Title: Government Account Specialist  
 Email: ashley.gregory@henryschein.com  
 Cell Ph: (864) 238-2013

Ordering Process: Henry Schein, Inc offers multiple ordering platforms that a customer can process orders through, whether that be through their own account specific punchout system, that our Business Systems team can integrate with our Henry Schein EDI systems, or a State-wide Ordering System. Ordering is also offered through our Henry Schein Website, which efficiently delivers easy ordering processes, innovative supply chain solutions, reporting features, custom catalogs, verifications tools, technologies, and E-Commerce tools to save time and effort so the customer can focus on their main priority...delivering improved outcomes. Please see below detailed information and features of our Henry Schein Website, as well as Order Transmission and Confirmation processes. Customers can also submit orders via email to their Henry Schein Account Representative, to our State and Local Government Team, and can also contact our Customer Service line to place orders, or for any questions on billing. Our Customer Service phone number is 1-800-472-4346 and is available from 8am to 8pm.

Each customer will also have a dedicated Credit Representative they can contact for any questions related to billing and invoice payments.

Henry Schein Website:  
 Henry Schein, Inc. is focused on creating the optimal customer experience. The Henry Schein Website offers several solutions to help simplify, automate, and optimize the order management process.

- Intuitive Product Search: Henry Schein's Website offers an intuitive product search, including a predictive look-ahead feature, three different search modes and the ability to search Order History.
- Real-Time Pricing and Availability: Every item on our Website is tagged with an "Inventory Availability" indicator to let the user know the stocking location and status. These indicators guide our customers towards product that is in-stock at their Primary Distribution Center, ensuring the quickest lead time. Additionally, item pricing is always updated in real-time ensuring an accurate depiction of the anticipated costs for each item.
- Shopping Lists can be thought of as electronic "Ordering Guides" that present users with a short list of relevant products, often organized by Department, Category, or other groupings that are meaningful to an organization. Website Users can create their own personal, private lists, or lists can be shared amongst other users within the organization.
- Order from History: The Henry Schein Website presents each user with a list of items that have been previously purchased for each account. These items are sorted with the most recent purchases at the top, making it quick and easy to reorder commonly used items.
- Order Forecast: The Order Forecast feature helps forecast future needs by applying sophisticated algorithms to a practice's unique order history and projected item usage. For simplicity, items that should be considered for ordering are shown in three categories; those items that are due to be ordered "Now", items that should have been ordered in the recent "Past", and items that may need to be ordered in the near "Future".
- Scheduled Ordering – Schedule delayed or recurring orders to avoid disruptions due to vacation or illness. Utilize recurring orders to save time and avoid duplicating efforts and performing non-value added activities (i.e. standard repeat orders).
- Vendor Punchout: Henry Schein enables customers to access our Website via Vendor Punchout, should they be using an outside Procurement System, such as an ERP or MMIS System. Most of the Solutions listed in this segment are also available via Vendor Punchout, but availability would be confirmed upon further system integration consultation.

#### Order Transmission

- Website Orders: Once an order is placed on our Website, the user will be immediately provided with confirmation and Order Reference Number. These orders will begin to process immediately.
- Electronic Orders: Henry Schein can also accept orders via the following: EDI or cXML. These Orders also begin to process immediately, as soon as they are transmitted into our system.

#### Order Communication

- Order Confirmations: Customers can choose to enroll in our Order Confirmation Program, arming each relevant user with the most up-to-date order information including the fulfillment status of each line, pricing, and any changes that may have occurred. These confirmations allow our customers to be informed and empowered to efficiently manage their procurement on a daily basis.
- Shipment Confirmations: Customers can choose to enroll in our Shipment Confirmation Program, which provides users with the most up-to-date shipping information for each order. A summary of the Shipment information is presented in each communication, with the ability for the user to access more detailed information on our website if needed.
- Electronic Communications: Henry Schein has the ability to interface with any eProcurement system utilizing industry standard protocols such as EDI (850, 855, 856, 832, 810), cXML, XML, FTP, flat files, and .csv files. These communication protocols allow our

		<p>customers to remain informed of all order-related updates, within their native system or application.</p> <p>Distribution Services: Henry Schein, Inc. has the ability to provide distribution services to all Sourcewell Participating Entities and will provide initial and ongoing site level support as needed. Henry Schein has a national network of distribution centers, including five "Mega" Distribution Centers, which cover over two million square feet of storage and process over 43 million cartons annually. Our Mega Distribution Model allows for greater control and stocking efficiencies, leading to a 99% fill rate with more than 94% of customers serviced the next day. A brand new Mega Southwestern Distribution Center is now located in Fort Worth, TX, and has replaced our Grapevine, TX DC.</p> <p>Henry Schein also has Specialty Distribution Centers across the US, and specific locations for ProRepair services (for in-office service and repairs) like handpieces, small equipment, and sterilizers. Below, is a listing of all distribution centers throughout the United States:</p> <p>Western Distribution Center 255 Vista Blvd Ste 104 Sparks, NV 89434</p> <p>Southwest Distribution Center 3701 Litsey Rd Fort Worth, TX 76177</p> <p>Southeast Distribution Center 8691 Jesse B. Smith Court Jacksonville, FL 32219</p> <p>Midwest Distribution Center 5315 W. 74th St., #138 Indianapolis, IN, 46268</p> <p>Northeast Distribution Center 41 Weaver Road Denver, PA 17517</p> <p>Bastian Distribution Center 80 Summit View Ln Bastian, VA 24314</p> <p>Henry Schein Hawaii Distribution Center (Formally R. Weinstein) 846 Pohukaina St Honolulu, HI 96813</p> <p>Disaster Preparedness: Our formal recovery and business continuity program includes off-site computer systems and the ability to provide uninterrupted service by shifting work to non-impacted distribution centers.</p> <p>Global Logistics Intelligence: Henry Schein is the #1 healthcare partner of global logistics leader UPS. Through this partnership we benefit from global logistics innovation, technology, and substantial reach in even the most remote areas.</p> <p>Quality Management: Distribution starts with the highest quality FDA approved products selected from vendors that have met regulatory standards and our vendor- approval process. Our centers are all ISO and VAWD certified guaranteeing that operational processes meet health care industry standards. In addition, Henry Schein has put in place various quality control checkpoints from receiving to shipping ensuring both quality and accuracy.</p> <p>Traceability: During all stages of distribution, product is traceable as required by our Quality Management System. Incoming products in stock are identified by codes, tags, and/or stamps according to procedure. As the product moves through the distribution process, the inspection status is documented accordingly to ensure that products shipped to customers have passed the inspection and verification procedures.</p> <p>Technology Innovation: Our DCs feature voice-directed picking, radio frequency, smart conveyor sorting. This includes cart picking with dimensional data for low unit-of-measure supply chain. This leads to efficiencies that ensure 99% order accuracy.</p> <p>Temperature Control: Our DCs have 24/7 temperature monitoring and generator backup including refrigerated, frozen, and controlled room temperature storage capabilities to ensure healthcare product integrity.</p>
30	<p>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>	<p>Henry Schein is excited about this opportunity to be Sourcewell's Medical Supplies, Pharma, Lab, and Equipment products and service provider for all its agency and in-office service needs. Henry Schein understands that your practices are busy delivering quality health care to their patients and that swift delivery of quality medical products, equipment and technology is the lifeline that makes it all possible. We deliver this to Sourcewell with the following infrastructure, support, and team:</p> <p>Dedicated State and Local Government Team Our State and Local Government Team is dedicated to managing the Sourcewell Medical contract and assisting with any requests/needs made by Sourcewell direct and/or Sourcewell contracted customers. Our State and Local Government Team includes our Director of State and Local Government, a Government Account Manager, and Government Account Specialists. Each email request will be responded to within 24-48 hours, if not immediately.</p> <p>Dedicated Point of Care Lab Specialist</p>

Our dedicated POCT Lab Specialist is here to partner with the customer to maximize their point of care testing capabilities. They have the experience and expertise to:

- Consult: OUR POCT Lab Specialist bring expertise on all aspects of maintaining a diagnostic lab and work with the customer to evaluate their current POCT processes, testing volumes, and find ways to maximize revenue, minimize operating costs, and assist with obtaining CLIA Certification.
- Select: They will help the customer choose the right equipment, from the best brand options, based on specific factors related to the customer's practice, including: test menu and volume, average patient population size, and testing personnel
- Implement: By offering the customer a single point of contact, we conveniently streamline: ordering, delivery, setup and training, validation and correlations
- Support: Our lab services do not cease after the customer has set up and stocked their lab. We can provide comprehensive support that includes sharing best practices and advice for:
  - o Regulatory compliance
  - o Inventory Management and ordering
  - o Testing protocols
  - o Proper coding and billing
  - o Information management
  - o Managing equipment vendor relationships
- POC Connectivity: We enable labs to keep central oversight of quality control, device management, and user database to enhance competency management.
- Laboratory Assessment: We assess current laboratory products and spend to offer product recommendations that will drive standardization and reduce cost.
- Standardization: We evaluate current spend analytics and develop standardization program to drive efficiencies and cost avoidance. With a Robust point of care and Lab product portfolio, we offer molecular and lateral flow options, plus readers, and other lab equipment, accessories, and supplies, along with test kits for a comprehensive range of conditions and measures. Our dedicated Lab POCT Specialist will work with the customer to select the product that best fits their testing needs and works with our supplier partners to ensure a smooth ordering process.

- Dedicated Clinical Lab Specialist: Henry Schein has a dedicated Clinical Lab Specialist to support every major region of the country and is here to partner with the customer to maximize their Clinical Lab Equipment and testing needs. They have the experience and expertise to Consult, Select, Implement, Support all Clinical Lab customers' needs.

**Dedicated Equipment Specialist Team / Equipment Services / Installation**

The purchase of new equipment is an exciting milestone for any agency or practice owner with expectations for increased practice revenue and an enhanced patient experience. Unlike everyday disposable supplies, purchasing medical equipment requires a great deal of risk and thought regarding investment, efficiency, and support. Henry Schein medical offers more than just a robust equipment product portfolio to improve clinical outcomes. Our Equipment Specialists can help maximize value through extensive manufacturer options, capture revenue through selective capital investment, implement best practices through capital equipment specialist expertise, support profitability, through group-buy negotiation, simplify procurement with seamless ordering/delivery processes and collaboration with equipment planning software, and optimize investments through onsite training and support.

Our Medical Equipment Specialists offer services to support the customer on every step of their purchasing journey through Consultation and Selection, Financing, White glove Delivery and Staging, and Training and Support. They coordinate the entire procurement process according to the customer's timeline and delivery needs. Offers Staged Delivery for equipment and supplies by functional area or room to expedite receiving. White Glove Installation is a special added service offered to ensure a seamless process for the delivery, setup, installation, and integration of newly purchased equipment, and includes debris/packaging removal as well. Through capital equipment resources and direct manufacturer support, our Medical Equipment Specialists will organize Training to provide staff with the proper education and ongoing support to keep up to date on equipment developments. Our goal is to help agencies and practice owners swiftly begin to realize a positive return on their equipment investment.

**Pharmaceutical Capabilities:**

- Best in class Cold Chain processes and protocols: Ensures products have been stored and transported properly through the chain of custody
- Easy Recall Identification: Clinic level for all recall notices and corporate recall notifications for all impacted practices.
- Broad Offering: Of Pharma RX and OTC Brands/Generics, Vaccines, and Specialty Pharma. We offer a worry-free, guarantee Flu Vaccine Program, where customers have a guaranteed Shup by Date, Return privilege, Extended payment terms, and exclusive discounts on ancillary items during flu season.
- Our DxRx Solutions: A unique Henry Schein service available to our customer to address questions regarding pharmaceuticals, vaccines and rapid diagnostics, such as latest updates on supply issues, CPT Codes and J Codes, indications and usage as provided on a package insert, Brand to generic comparisons, ACIP recommendations for vaccines, and State Law Requirements for School and Day Care Entry.

**Contact information:**

Phone: 1-877-523-SHOT(7468)

Email: [DxRxSolutions@henryschein.com](mailto:DxRxSolutions@henryschein.com)

**Our Solutions**

Solutions for every facet of the customer's business. Henry Schein offers a comprehensive portfolio of solutions to enhance efficiency, boost productivity, and optimize care delivery.

		<p>Some of our portfolio solutions include:</p> <ul style="list-style-type: none"> <li>• North American Rescue: delivers premium products with a mission to pre-hospital first responders. NAR's portfolio of products have been founded on evidence based medicine and is uniquely focused on addressing trauma in order to increase survivability in the most adverse situations. Their products include Stop the Bleed Kits, IFAK Kits, Trauma Kits, Simulation Training Manikins, and many more! North American Rescue is a sister company of Henry Schein. Custom kits and logos can be created for any State, County, City, or local Agency, Schools or for any customer.</li> <li>• HealthFirst: advances safety and operational efficiency with automated emergency preparedness, infection control, and medical waste disposal solutions.</li> <li>• AS Medications: Provides a full pharmaceutical solution to improve patient outcomes while driving revenue to the customers organization.</li> </ul> <p>Customer Service Team: Our Customer Service team is highly versed in product and system knowledge and always strive to provide the best customer service. They can assist in any ordering, billing, or product related needs or questions that the customer may have. Their Contact phone number is 1-800-472-4346 and is available from 8am to 8pm.</p>	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Henry Schein, Inc. presently services the entire United States including Hawaii and Alaska. Our national footprint provides a network of distribution centers across the U.S., including five "Mega" Distribution Centers, which cover over two million square feet of storage and process over 43 million cartons annually. A brand new Mega Southwestern Distribution Center is now located in Fort Worth, TX, and has replaced our Grapevine, TX DC. Henry Schein also has specialty Distribution Centers and specific locations for ProRepair services (for in-office service and repairs) like handpieces, small equipment, and sterilizers.</p> <p>With a National footprint in our Distribution services, our Mega Distribution Model allows for greater control and stocking efficiencies, leading to a 99% fill rate with more than 94% of customer serviced the next day. We are able to ship orders priority if requested (rush shipments), expedite emergency orders, and accommodate the needs of our customers as quickly and efficiently as possible.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Canadian business will not be included in this contract proposal. US is separate from Canadian business. Please see the contact information for the President of Henry Schein Canada:</p> <p>Prashant Ohri          President, Henry Schein Canada          (905) 832-9101 x4219          Prashant.Ohri@henryschein.ca</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Henry Schein, Inc. can fully service the entire United States including Hawaii and Alaska. We currently distribute products in all 50 States including Alaska, Hawaii, the District of Columbia and Puerto Rico. There is no US State excluded from this proposed agreement.</p> <p>Canadian business will not be included in this contract proposal. US is separate from Canadian business. Please see the contact information for the President of Henry Schein Canada:</p> <p>Prashant Ohri          President, Henry Schein Canada          (905) 832-9101 x4219          Prashant.Ohri@henryschein.ca</p>	*
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.	<p>None: Henry Schein, Inc can service all participating entities. All eligible Sourcewell participating entities will have full access to our products, services, and solutions.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>None: Henry Schein, Inc would not impose any additional contract requirements or restrictions to Participating Entities in Hawaii, Alaska, and in US Territories.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Henry Schein will allow other entities that would like to utilize Sourcewell during the term of the awarded contract, as long as they do not currently have a contract in place with Henry Schein or are in the process of negotiating or have a current bid with Henry Schein. Henry Schein shall have the right to approve the entity before they are allowed to use the resulting contract.</p>	*

**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.	We have marketing resources that would facilitate promotion of the contract offering to Participating Entities. There will be a landing page on the Henry Schein website that lists and highlights the features and benefits of the Sourcewell Medical Contract (upon award), along with our State Government Team contact information. A Sourcewell approved Henry Schein contract marketing flier would be extended to members highlighting the new Sourcewell Henry Schein contract. Both awareness campaigns would be implemented within 30-days of the contract start date. Our team of Field and Inside Sales Consultants, Lab and Equipment Specialists, and Customer Service Team are well versed in working with State Government and Educational customers. Our State Government Account Managers will build and manage relationships with participating entities. To enhance marketing effectiveness, a Rules of Engagement work instruction would be developed to educate internal teams to the benefits and terms of the contract. We have included a sample of this Rules of Engagement in the Documents section of this proposal.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Henry Schein, Inc utilizes the Salesforce Chatter feature to engage internally, manage opportunities and communicate contract updates in a social media format. Henry Schein, Inc does not plan to use external-facing social media to promote the Sourcewell contract.
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?	Henry Schein, Inc's State Government Account Managers, would work with Sourcewell to discuss strategy for contract adoption and promotion. Sourcewell would provide Henry Schein with their membership roster and direct their Participating Entities to Henry Schein, Inc for Medical Supplies, Pharma, Lab Testing/Products, Equipment and Service. Sourcewell would provide us with vendor partnership opportunities. Expectations for our State Government team would be a primary point of contact at Sourcewell who can assist and guide us on all contracting matters. We would collaborate with Sourcewell to support all member initiatives.
40	Are your Solutions available through an e-procurement or e-Commerce ordering process?  If so, describe your system(s) and provide one (1) example of how governmental and educational customers have utilized them.	Henry Schein, Inc. has the ability to interface with any eProcurement system utilizing industry standard protocols such as EDI (850, 855, 856, 832, 810), cXML, PunchOut, XML, FTP, flat files, and .csv files.  For Example, we have multiple Statewide Ordering Systems set up via EDI like My Florida Market Place and My Georgia Market Place, for state government entities to procure their products from.

**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.	Henry Schein's solutions database offers a comprehensive catalog of trusted medical and public health products, services, and technologies curated to meet the evolving needs of healthcare providers across government and institutional sectors. With access to over 300,000 products from leading manufacturers, our integrated solutions platform enables Sourcewell members to streamline procurement, improve operational efficiency, and ensure compliance with federal and state purchasing requirements. Our value-added services—ranging from inventory management and regulatory support to clinic planning and digital health solutions—further enhance our ability to serve as a strategic partner in advancing community health outcomes.  Consult: Both our Lab and Equipment Specialists bring expertise in working with the member to consult and evaluate their current processes and needs, find ways to maximize revenue and minimize operating costs. Upon delivery of product, they will coordinate any necessary training needed for the member with our Manufacturer partners. Lab Consultations are at no cost to the customer.  Manufacturer Partner Training: Henry Schein works closely with our Manufacturer Partners to offer training. Both our Lab and Equipment Specialists will work to arrange on-site or virtual training. Training, upon request, is offered at no cost to the customer.  Henry Schein Website Training is available through our eCommerce Solutions team and also provided via our Sales Team. Henry Schein also offers a comprehensive Website Help Center that offers Website Training Videos, Quick Reference Guides, and offers many more features. Our team can also customize any training based on Sourcewell's requirements and is offered at no cost to the customer.

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Our Supply Chain Technology Group develops and implements innovative solutions, technologies, and eCommerce tools to ease Sourcewell's supply chain burdens. Henry Schein's suite of supply chain services range from basic to more complex technologies, multivendor capabilities, and system integrations - designed from the ground up to give Sourcewell a competitive advantage in the following areas:</p> <p>Enterprise Administration                  Workflow Efficiency and Automation                  Process Controls and Compliance                  Product Standardization and Inventory Management</p> <p>Our highly trained Supply Chain team offers flexible, enterprise-grade solutions to standardize, optimize, and automate the ordering process with features including:</p> <p>Web Ordering Features: order approvals, budgets, custom catalogs, online returns, recurring orders, custom order/item messages, barcode ordering                  Mobile Ordering Solutions: responsive website and mobile-ordering applications for iPad, iPhone, and Android devices</p> <p>Web Inventory Management: order forecasting, suggested orders, barcode scanning, and replenishment solutions.</p> <p>Web Invoice Reconciliations: online three-way match, statements and payments, invoice and electronic shipment receipt documents</p> <p>Web Reports: purchasing spend, order details, asset valuation, invoice summary.</p> <p>Additionally, Henry Schein, Inc offers expertise, service, and support for a broad range of leading digital technology solutions. Our team will identify tools ideally suited to your practice so that you can enhance the patient experience, deliver quality medical practices/examinations, and improve your efficiency and productivity.</p>
<p>43</p>	<p>Describe any "green" initiatives that relate to your company (e.g., recycling, LED lighting, LEED) or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Accelerating Environmental Sustainability:                  Recognizing our impact on the environment, we embrace our responsibility to manage it and drive positive change across our global value chain. Henry Schein Inc believes that for a meaningful contribution to climate mitigation, we need to collaborate across our industry and its supply chain, and take actions rooted in evidence and climate science. This is why we joined the Business Ambition for 1.5°C Initiative in 2021. As part of that commitment, we submitted our targets to the Science-Based Targets initiative (SBTi) in early 2024 and are working towards validation later in 2024.</p> <p>We aim for emission reductions through efficiency and mitigation measures as well as active sourcing of renewable electricity, purchasing products and services that originate from more sustainable sources, and engaging with customers and suppliers along our value chain on joint decarbonization projects. We do this in the following four action areas:</p> <ol style="list-style-type: none"> <li>1. Green Team Schein - Our global employee volunteering efforts such as beach clean-ups and planting gardens and trees add value to our communities and contribute to the health of the environment in which we live and work.</li> <li>2. Practice Green - Through Practice Green, Henry Schein seeks to empower the health care sector with ways to reduce their environmental footprint while providing high-quality patient care. Practice Green provides customers and suppliers with products, solutions, and resources, enabling health care professionals to create a greener practice.</li> <li>3. Supply Chain &amp; Circularity - We focus on operational initiatives across our supply chain that contribute to a circular economy by responsibly managing our waste and water footprints.</li> <li>4. Net Zero 2050 - Guided by our science-based targets, Net Zero 2050 is a company-wide climate roadmap to significantly reduce our greenhouse gas emissions by 2030, and approach net zero by 2050.</li> </ol> <p>At Henry Schein, Inc., we believe that an important part of "helping health happen" is protecting the health of planet earth. Committed to doing our part, Henry Schein embraces environmental stewardship as a pillar of our corporate social responsibility efforts. As a trusted advisor to our customers, we help health professionals who are concerned about the environment to "green" their practice. We work with more than 19,000 Team Schein Members around the world to ensure that each member of the Henry Schein family has the tools and information they need to minimize our footprint on the environment. At Henry Schein, Inc., we believe, together we can make a difference.</p> <p>How else is Henry Schein Green?                  LEED Certification: Each of our offices in Melville, NY achieved LEED (Leadership in Energy and Environment Design) Certification. This certification recognizes that our corporate offices have been designed to conserve energy and water, reduce waste and greenhouse gas emissions, and be safe and healthier for workers. According to the U.S. Green Building Counsel, companies that participate in the LEED process demonstrate "leadership, innovation, environmental stewardship and social responsibility".</p> <p>Lighting: We have made significant improvements to the energy efficiency of the lighting in our facilities. 100% of the Henry Schein Dental Sales and Service Centers have energy efficient fluorescent lighting. Motion-activated light sensors, installed throughout our offices, also significantly drive down energy consumption.</p> <p>Corporate Facilities team replaced all the metal halide parking lot light fixtures with technologically advanced LED site lighting in Melville, NY.</p> <p>More than 28% reduction in energy consumption at U.S. distribution centers.</p>

### Heating and Air-Conditioning Improvements

Over the past decade, the heating and air-conditioning technology at our operations has been upgraded to modern efficiency standards.

Our Henry Schein Dental Sales and Service Centers use a solar film on facilities' windows to control temperature and energy leakage.

Melville East, one of the buildings at our headquarters, replaced outdated and inefficient fuel oil boilers with two new condensing style dual-fuel boilers for improved equipment efficiency.

Melville West, a second building at our headquarters, added a "cool roof" membrane made of single-ply, tri-polymer alloy with reflective characteristics, thereby reducing our reliance on air conditioning to control temperatures.

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

Recycling: In our facilities' throughout the world, we have programs to recycle aluminum, glass, computers, electronic equipment, printers and toner cartridges.

Team Schein Members are encouraged to bring in old cellphones, un-needed cellphone chargers, as well as cellphones and electronic cables to be safely recycled.

Separate waste containers have been placed at each desk in our buildings to allow for the separation of trash and paper.

Corrugated cardboard accumulated from packing materials are collected during the day and evenings by our housekeeping staff and deposited into an on-site compactor.

At distribution centers, we are especially diligent about recycling all materials. Nearly 50,000 metric tons of materials were recycled at U.S. distribution centers.

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

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

Plant a Tree for Me Program: When you purchase a new computer from Henry Schein TechCentral, we will plant a tree in partnership with Dell's Plant a Tree for Me Program.

Computer Hardware Recycling Program: Protect your practice data when you recycle your old computers with Henry Schein TechCentral. Henry Schein's TechCentral experts offer a convenient Computer Hardware Recycling Program to securely destroy hard drive data and to responsibly dispose of obsolete office technology. We recycle your old equipment according to strict environmental standards or resell it to benefit Henry Schein Cares, our global social responsibility program.

Please see our 2023 Environmental Sustainability Reporting for a summary of Henry Schein's Corporate Social Responsibility report that we have included in the Documents section of this proposal.

You may also access it at this link:

Practice Green:

25HC2113\_Sustainability-Medical-JKF-CM2-1.pdf

[https://www.henryschein.com/us-en/Corporate/Environment.aspx?  
hsi\\_domain=www.henryschein.com&hsi\\_locale=us-en](https://www.henryschein.com/us-en/Corporate/Environment.aspx?hsi_domain=www.henryschein.com&hsi_locale=us-en)

<https://www.henryschein.com/us-en/images/corporate/2023ESGReportIndex.pdf>

<https://www.henryschein.com/us-en/images/corporate/2023GHGReporting.pdf>

<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company and/or equipment holds (e.g., ENERGY STAR) for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Packaging matters to our business and customers as it protects the product during storage, distribution, and transport. However, our packaging also contributes to our emissions and environmental impact in the supply chain.</p> <p>The choice of packaging material, the extent of damage prevention, and the product-to package ratio help to determine the footprint of our packaging operation. Corrugated boxes and cartons are a significant part of our packaging and are inherently renewable and recyclable. We prioritize fiber-based packaging from sources certified as responsible forest products, such as those that conform with FSC®: Forest Stewardship Council®, PEFC: Programme for the Endorsement of Forest Certification, and SFI®: Sustainable Forestry Initiative®. Our packaging also includes recycled fiber. Our corrugated boxes and cartons in North America have been between 40–60% recycled content.</p> <p>Damage prevention is an important aspect of sustainable packaging. If a product is sufficiently protected before it reaches the customer, it only needs to be manufactured once and shipped once. A repeat of these processes due to damage means further use of resources, additional emissions, and costs that would otherwise have been avoided. To address this, we have established a cross-functional Damages Committee that meets regularly to target high-frequency damage products and implement action plans. These include partnering with suppliers to redesign their packaging, engaging carriers on high damage transport lanes, and implementing product-specific packaging protocols in our DCs.</p> <p>We take a variety of circularity measures at our distribution centers globally to reduce packaging impact. “Right-size packaging” is a common goal across our distribution network. In EMEA, we are consolidating orders to reduce packaging and reduce transport overall. In Australia and New Zealand we are packaging smaller orders in satchels, resulting in 10% lower emissions. Through our Damage Committee, a change was implemented in February 2022 to a distilled water product that reduced the damages from 7% to near zero, which helped to avoid damage credit to customers and replacement freight costs. Water is a particularly damaging substance because if it leaks, it is likely everything else in the box will get damaged. Through new packaging, this product now results in a near zero damage rate.</p> <p>We have worked with our logistics partners to assess our packaging processes. Together, we have used those observations and recommendations to improve our packaging processes, practices, and materials choices across our distribution centers. Based on widely accepted best practices in our industry, we have good packaging practices in place, including sufficient and consistent packaging operations, effective damage prevention practices, labeling techniques, and special sealing methods to stabilize larger packages.</p>
-----------	--	---

<p>45</p> <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities?</p> <p>What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Henry Schein, Inc offers a unique opportunity to be Sourcewell's partner for strategic growth. Becoming a strategic growth partner goes well beyond healthcare distribution – we believe strategic growth weaves together the following essentials:</p> <p>Methodology: Our methodology to learn and build upon your organization's strategies is the foundation of our offering. Our methodology and structure are a proven combination to successfully drive outcomes including increasing contract compliance, lowering costs, navigating reimbursement, and delivering value-based care.</p> <p>Capability: Henry Schein offers a suite of capabilities to help practices thrive clinically, operationally, and financially. From our unique distribution model emphasizing pharmaceutical controls to equipment and lab portfolio offerings – Henry Schein is poised to support your strategic growth.</p> <p>We have more than 90 years of experience in distributing products to health care practitioners resulting in strong awareness of the Henry Schein® brand. Our competitive strengths include:</p> <p>A focus on meeting our customers' unique needs. We are committed to providing customized solutions to our customers that are driven by our understanding of the end markets we serve and reflect the technology-driven products and services best suited for their practice needs. We are committed to continuing to enhance these offerings through organic investment in our products and our teams, as well as through the acquisition of new products and services that may help us better serve our customers.</p> <p>Direct sales and marketing expertise. Our sales and marketing efforts are designed to establish and solidify customer relationships through personal or virtual visits by field sales representatives, frequent direct marketing and telesales contact, emphasizing our broad product lines, including exclusive distribution agreements, competitive prices and ease of order placement, particularly through our e-commerce platforms. The key elements of our direct sales and marketing efforts are:</p> <p>Medical Sales Consultants. Our Medical Sales consultants, including equipment sales specialists, covering major North American, European and other international markets. These consultants complement our direct marketing and internal efforts and enable us to better market, service and support the sale of more sophisticated products and equipment.</p> <p>Marketing. We market to existing and prospective office-based health care providers through a combination of owned, earned and paid digital channels, tradeshows, as well as through catalogs, flyers, direct mail and other promotional materials. Our strategies include an emphasis on educational content through webinars and content marketing initiatives. We continue to enhance our marketing technology to improve our targeting capability and the relevance of messaging and offers.</p> <p>Inside Sales Consultants. We support our direct marketing effort with Inside Sales Consultants, who facilitate order processing, generate new sales through direct and frequent contact with customers and stay abreast of market developments and the hundreds of new products, services and technologies introduced each year to educate practice personnel.</p> <p>eCommerce Solutions. We provide our customers and sales teams with innovative and competitive eCommerce solutions. We continue to invest in our eCommerce platform to offer enhanced content management so customers can more easily find the products they need and to enable an engaging purchase experience, supported by excellent customer service.</p> <p>Social media. Our operating entities and employees engage our customers and supplier partners through various social media platforms, which are an important element of our communications and marketing efforts. We continue to expand our social media presence to raise awareness about issues, engage customers beyond a sale and deliver services and solutions to specialized audiences.</p> <p>Broad product and service offerings at competitive prices. We offer a broad range of products and services to our customers, at competitive prices, in the following categories:</p> <ul style="list-style-type: none"> <li>• Consumable supplies and equipment. We distribute consumable products, small equipment, Laboratory testing products, Laboratory equipment and accessories, large equipment, equipment repair services, branded and generic pharmaceuticals, vaccines, medical and dental specialty products, diagnostic tests, infection-control products and vitamins. We offer over 300,000 branded products, through our distribution centers, to our customers. We also market and sell our own corporate brand portfolio of cost-effective, high-quality consumable merchandise products and manufacture certain dental specialty products in the areas of implants, orthodontics and endodontics.</li> <li>• Technology and other value-added products and services. We sell practice management, business analytics, patient engagement and patient demand creation software solutions to our medical and dental customers. Our practice management solutions provide practitioners with electronic medical records, patient treatment history, analytics, billing, accounts receivable analyses and management, appointment calendars, electronic claims processing and word processing programs, network and hardware services, e-commerce and electronic marketing services, sourcing third party patient payment plans, transition services and training and education programs for practitioners. We also sell medical software for practice management, certified electronic health records ("EHR") and e-Prescribe medications and prescription solutions through MicroMD®. We have technical representatives supporting customers using our practice management solutions and services.</li> </ul>
--	---

**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 resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Henry Schein has a strong commitment to supporting diversity in our organization and with business partners. Diversity fosters innovation, additional perspectives and forges stronger relationships with the communities we serve. We are committed to working with a diverse supplier base to provide our customer with the best selection of products available that meet our stringent quality requirements. It is our practice to actively develop relationships with small, disadvantaged businesses, including but not limited to: veteran-owned, service disabled veteran-owned, HUBZone, LGBTQ, ethnic minority or women-owned small business concerns. At Henry Schein, we believe that the right thing for society is the right thing for business.
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Henry Schein has a strong commitment to supporting diversity in our organization and with business partners. Diversity fosters innovation, additional perspectives and forges stronger relationships with the communities we serve. We are committed to working with a diverse supplier base to provide our customer with the best selection of products available that meet our stringent quality requirements. It is our practice to actively develop relationships with small, disadvantaged businesses, including but not limited to: veteran-owned, service disabled veteran-owned, HUBZone, LGBTQ, ethnic minority or women-owned small business concerns. At Henry Schein, we believe that the right thing for society is the right thing for business.
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Henry Schein has a strong commitment to supporting diversity in our organization and with business partners. Diversity fosters innovation, additional perspectives and forges stronger relationships with the communities we serve. We are committed to working with a diverse supplier base to provide our customer with the best selection of products available that meet our stringent quality requirements. It is our practice to actively develop relationships with small, disadvantaged businesses, including but not limited to: veteran-owned, service disabled veteran-owned, HUBZone, LGBTQ, ethnic minority or women-owned small business concerns. At Henry Schein, we believe that the right thing for society is the right thing for business.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Henry Schein has a strong commitment to supporting diversity in our organization and with business partners. Diversity fosters innovation, additional perspectives and forges stronger relationships with the communities we serve. We are committed to working with a diverse supplier base to provide our customer with the best selection of products available that meet our stringent quality requirements. It is our practice to actively develop relationships with small, disadvantaged businesses, including but not limited to: veteran-owned, service disabled veteran-owned, HUBZone, LGBTQ, ethnic minority or women-owned small business concerns. At Henry Schein, we believe that the right thing for society is the right thing for business.
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Henry Schein has a strong commitment to supporting diversity in our organization and with business partners. Diversity fosters innovation, additional perspectives and forges stronger relationships with the communities we serve. We are committed to working with a diverse supplier base to provide our customer with the best selection of products available that meet our stringent quality requirements. It is our practice to actively develop relationships with small, disadvantaged businesses, including but not limited to: veteran-owned, service disabled veteran-owned, HUBZone, LGBTQ, ethnic minority or women-owned small business concerns. At Henry Schein, we believe that the right thing for society is the right thing for business.

51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Henry Schein has a strong commitment to supporting diversity in our organization and with business partners. Diversity fosters innovation, additional perspectives and forges stronger relationships with the communities we serve. We are committed to working with a diverse supplier base to provide our customer with the best selection of products available that meet our stringent quality requirements. It is our practice to actively develop relationships with small, disadvantaged businesses, including but not limited to: veteran-owned, service disabled veteran-owned, HUBZone, LGBTQ, ethnic minority or women-owned small business concerns. At Henry Schein, we believe that the right thing for society is the right thing for business.
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Henry Schein has a strong commitment to supporting diversity in our organization and with business partners. Diversity fosters innovation, additional perspectives and forges stronger relationships with the communities we serve. We are committed to working with a diverse supplier base to provide our customer with the best selection of products available that meet our stringent quality requirements. It is our practice to actively develop relationships with small, disadvantaged businesses, including but not limited to: veteran-owned, service disabled veteran-owned, HUBZone, LGBTQ, ethnic minority or women-owned small business concerns. At Henry Schein, we believe that the right thing for society is the right thing for business.
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Henry Schein has a strong commitment to supporting diversity in our organization and with business partners. Diversity fosters innovation, additional perspectives and forges stronger relationships with the communities we serve. We are committed to working with a diverse supplier base to provide our customer with the best selection of products available that meet our stringent quality requirements. It is our practice to actively develop relationships with small, disadvantaged businesses, including but not limited to: veteran-owned, service disabled veteran-owned, HUBZone, LGBTQ, ethnic minority or women-owned small business concerns. At Henry Schein, we believe that the right thing for society is the right thing for business.
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Henry Schein has a strong commitment to supporting diversity in our organization and with business partners. Diversity fosters innovation, additional perspectives and forges stronger relationships with the communities we serve. We are committed to working with a diverse supplier base to provide our customer with the best selection of products available that meet our stringent quality requirements. It is our practice to actively develop relationships with small, disadvantaged businesses, including but not limited to: veteran-owned, service disabled veteran-owned, HUBZone, LGBTQ, ethnic minority or women-owned small business concerns. At Henry Schein, we believe that the right thing for society is the right thing for business.

**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.	Henry Schein, Inc. offers standard net 30 payment terms for all members. We are able to negotiate separate payment terms with each member based on necessity. We accept ACH Debit, and Credit Card (American Express, Visa, MasterCard or Discover Card). Please refer to our Terms of Sale.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Henry Schein, Inc does not offer leasing or financing options for educational or governmental entities.

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>Henry Schein provides an Order Confirmation when the order is placed and an Invoice is sent following each order. Please see the following items that we have attached to the Documents section of this proposal.</p> <p>Included in Attachments:                      HSI Standard Terms of Sale                      HSI Return Policy                      HSI Recall Policy                      HSI Invoice (sample)                      Sample Sourcewell Medical Rules of Engagement</p> <p>Our terms are also available online: <a href="https://www.henryschein.com/us-en/medical/legalterms.aspx">https://www.henryschein.com/us-en/medical/legalterms.aspx</a></p>	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Henry Schein, Inc does accept P-Card. There is no added cost to Sourcewell participating entities.	*
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.	<p>Henry Schein, Inc is offering a percent discount off list price on all Medical Products and Equipment, and the discount is based on the product category. This includes all Medical Supplies, Lab, Equipment, Diagnostic Instruments and Supplies, EMS related Equipment and Supplies, Personal Protective Equipment (PPE), Procedural tools like Bleeding Control Kits, Simulation Aids and Training Manikins.</p> <p>For Pharma, IV Solutions, and Vaccines, Henry Schein will provide Sourcewell members with competitive pricing throughout the term of the agreement.                      Specialty Pharma is excluded from receiving discounts, unless an agreement has been established between the Specialty Pharma Vendor and the customer to receive a discounted price through Henry Schein. Pricing is dependent on Vendor Contract pricing eligibility.</p>	*
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.	<p>Henry Schein, Inc is offering a percent discount off list price on all Medical Products and Equipment, and the discount is based on the product category.</p> <p>Henry Schein will offer an 18% discount off list price on all Med/Surg products, Lab Med/Surg products, Janitorial/Sanitation Products, Wound Closure products, Education/Compliance Materials – Training Aids, Models, and Manikins, and Procedural Tools (Emergency disaster response supplies and kits.)</p> <p>Discount percentage off list price on the above mentioned categories subject to increase to 20% once 12-month sales exceed \$10 million dollars.</p> <p>Additionally, all Henry Schein private brand items will receive a 25% discount off list price.</p> <p>Sourcewell Participating Entities will receive a discount on equipment that is between 10-12% off List Price. This range is based on the product category.</p> <p>For Pharma, IV Solutions, and Vaccines, Henry Schein will provide Sourcewell members with competitive pricing throughout the term of the agreement.</p> <p>Specialty Pharma is excluded from receiving discounts, unless an agreement has been established between the Specialty Pharma Vendor and the customer to receive a discounted price through Henry Schein. Pricing is dependent on Vendor Contract pricing eligibility.</p> <p>Please see the full pricing file that we have included in the Documents section of the proposal: Sourcewell-Henry Schein Medical Pricing_Attachment-A</p>	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Henry Schein, Inc will not be offering volume discounts or rebate programs in this proposal.	*

62	<p>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.</p> <p>Define the costs/fees associated with "sourcing/quoting" products and related services.</p>	<p>For Pharma, IV Solutions, and Vaccines, Henry Schein will provide Sourcewell members with competitive pricing throughout the term of the agreement.</p> <p>Specialty Pharma is excluded from receiving discounts, unless an agreement has been established between the Specialty Pharma Vendor and the customer to receive a discounted price through Henry Schein. Pricing is dependent on Vendor Contract pricing eligibility.</p> <p>Henry Schein, Inc is able to procure items not regularly stocked in our Distribution Centers. Items drop shipped direct from Henry Schein's Contracted Suppliers are subject to a vendor freight shipping charge or special order fee, that can be quoted prior to order placement upon request. These special order items can be drop shipped directly to the facility or staged at one of our Henry Schein Distribution Centers for delivery.</p> <p>Orders are subject to white glove delivery charges, if requested by the customer on Equipment Orders (includes equipment delivery, installation &amp; debris removal). Additional shipping fees may apply to Priority/rush shipments. Hazardous fees may apply.</p>	*
63	<p>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.</p>	<p>All additional costs (will be quoted prior to purchase upon request). Please see our response to question #64.</p>	*
64	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Delivery for Products under this Agreement shall be FOB Destination, freight prepaid and allowed, unless otherwise agreed to by Henry Schein and Member. Henry Schein will not add any small order, handling charges, or fuel surcharges to the purchase under this Agreement for all items that are shipped from our Henry Schein Distribution Centers. Notwithstanding the foregoing, emergency orders, rush orders, orders for products not regularly stocked in Henry Schein's distribution centers, products dropped shipped from Henry Schein's contracted suppliers, white glove delivery, and orders not regularly scheduled are subject to an added shipping and handling charge determined by Henry Schein and disclosed to Member on a quote (upon request) before a purchase is made. Orders are subject to white glove delivery charge, if requested by the customer on Equipment Orders (including equipment delivery, installation &amp; debris removal). Hazardous fees may apply.</p>	*
65	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Alaska and Hawaii shipments can range from 1-6 days depending on local service to the area. In an emergency, UPS guaranteed early next-day delivery is available for a nominal fee. Low-level hazardous items (dangerous goods in accepted quantities and Consumer Commodity ID 8000) are now available via UPS 2nd-day air.</p> <p>Henry Schein ships into 81 countries around the world. We can either use our own Freight Forwarder or utilize a customer-specified group so long as we can verify their licensing. We provide the export documentation required to clear customs and file any necessary reporting with the US Government to validate exports.</p> <p>Delivery can be door to door.</p> <p>Canadian nor international business will not be included in this contract proposal.</p>	*

66	Describe any unique distribution, delivery, or deployment methods or options for the goods and services offered in your proposal.	<p>Henry Schein has a strong relationship with global logistics leader UPS. Through this partnership, we benefit from global logistics innovation, technology and substantial reach in even the most remote areas. UPS delivers more ground packages than any other carrier. Delivering over 10 million ground packages on-time every day in the U.S. Our strategic partnership with UPS dates back more than 20 years. Each year, Henry Schein ships more than 32 million parcels with UPS to health care professionals around the world. UPS drivers get to know our customer's business needs and are an extension of the Henry Schein brand.</p> <p>Other Benefits of using UPS: All Distribution Center's use UPS and custom operating plans capture any cross-shipped packages</p> <p>UPS Delivery Intercept is an industry exclusive Web-enabled system that allows you to intercept packages before they're delivered even if they are out for delivery</p> <p>Delivery information available online within minutes of delivery</p> <p>We've been able to generate 75% less emissions by using the enhanced network — an equivalent of removing more than 17,500 passenger vehicles from the roads for one year.</p> <p>Henry Schein has the ability to track service levels to each delivery. We conduct carrier reviews monthly to track service level by state. Any state that performs under 99% is audited again to determine if corrective action is necessary.</p>	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Henry Schein, Inc uses a proprietary process for planning, scheduling and coordinating the tasks associated with supporting the Sourcewell contract. This program utilizes a 3-check program through various Henry Schein Teams (Government&gt;Contracts&gt;Pricing) for strict guidelines on agency eligibility through a contract roster by address and qualified agency alignments. This program also uses this same technology to track said agencies for consistency in contract and pricing. This in turn allows for a trackable process for reporting as well as administrative fee tracking for our co-op partners. Henry Schein, Inc has a dedicated State and Local Government team who will review and manage the proposed contract on an ongoing basis. We would provide ongoing training to our internal teams to grow the Sourcewell/Henry Schein, Inc partnership. Our team will conduct quarterly business review with the Sourcewell team to review performance to the contract to include member-level detail when needed.</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>A unique sales plan will be created for Sourcewell that will link all eligible pricing and discounts and will keep pricing consistent across all locations nationally. This unique sales plan will include all applicable Sourcewell members so that sales and administrative fee reporting can be ran and aggregated for the entire entity.</p> <p>Quarterly business reviews allow us to share what unique pressures are in the industry, evaluate customer behavior based on type and geographical location, buying habits, as well as educational opportunities.</p> <p>Quarterly Business Reviews include the following:</p> <ul style="list-style-type: none"> <li>• Price Activation Report by Site</li> <li>• Spend by Product Category</li> <li>• Contract Spend vs Non Contract Spend</li> <li>• Local Vendor Contract Opportunities</li> <li>• The previous quarter's purchase activities, in -aggregate and by location</li> <li>• Operational performance review (accuracy &amp; fill rate measurements by "ship to" location)</li> <li>• Product utilization analysis (to identify potential savings opportunities)</li> <li>• Review of strategic goals</li> <li>• Overall accounts receivable performance</li> </ul>	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>Henry Schein will be offering a 1% administration fee on net purchases, excluding Pharma RX, Specialty Pharma, and Vaccines. Open to increasing fee to 2% once 12-month sales exceed \$10 million.</p>	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>Henry Schein, Inc is offering a percent discount off list price on all Medical Products and Equipment, and the discount is based on the product category.</p> <p>Henry Schein will offer an 18% discount off list price on all Med/Surg products, Lab Med/Surg products, Janitorial/Sanitation Products, Wound Closure products, Education/Compliance Materials – Training Aids, Models, and Manikins, and Procedural Tools (Emergency disaster response supplies and kits.)</p> <p>Discount percentage off list price on the above mentioned categories subject to increase to 20% once 12-month sales exceed \$10 million dollars. Additionally, all Henry Schein private brand items will receive a 25% discount off list price.</p> <p>Sourcewell Participating Entities will receive a discount on equipment that is between 10-12% off List Price. This range is based on the product category.</p> <p>For Pharma, IV Solutions, and Vaccines, Henry Schein will provide Sourcewell members with competitive pricing throughout the term of the agreement. Specialty Pharma is excluded from receiving discounts, unless an agreement has been established between the Specialty Pharma Vendor and the customer to receive a discounted price through Henry Schein. Pricing is dependent on Vendor Contract pricing eligibility.</p> <p>Please see the full pricing file that we have included in the Documents section of the proposal: Sourcewell-Henry Schein Medical Pricing_Attachment-A</p>

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

Line Item	Question	Response *
-----------	----------	------------

<p>71</p>	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, in the proposal.</p>	<p>Solutions for every facet of the customer's business. Henry Schein offers a comprehensive portfolio of solutions to enhance efficiency, boost productivity, and optimize care delivery. Some of our portfolio solutions include:</p> <ul style="list-style-type: none"> <li>• North American Rescue: delivers premium products with a mission to pre-hospital first responders. NAR's portfolio of products have been founded on evidence based medicine and is uniquely focused on addressing trauma in order to increase survivability in the most adverse situations. Their products include Stop the Bleed Kits, IFAK Kits, Trauma Kits, Simulation Training Manikins, and many more! North American Rescue is a sister company of Henry Schein. Custom kits and logos can be created for any State, County, City, or local Agency, Schools or for any customer.</li> <li>• HealthFirst: advances safety and operational efficiency with automated emergency preparedness, infection control, and medical waste disposal solutions.</li> <li>• AS Medications: Provides a full pharmaceutical solution to improve patient outcomes while driving revenue to the customers organization.</li> </ul> <p>Clinical Lab, POC Lab and Capital Equipment Consultations: Both our Lab and Equipment Specialists bring expertise in working with the member to consult and evaluate their current processes and needs, find ways to maximize revenue and minimize operating costs. Upon delivery of product, they will coordinate any necessary training needed for the member with our Manufacturer partners. Lab and Equipment Consultations are at no cost to the customer.</p> <p>Our Supply Chain Technology Group develops and implements innovative solutions, technologies, and eCommerce tools to ease Sourcewell's supply chain burdens. Henry Schein's suite of supply chain services range from basic to more complex technologies, multivendor capabilities, and system integrations - designed from the ground up to give Sourcewell a competitive advantage in the following areas:</p> <ul style="list-style-type: none"> <li>*Enterprise Administration</li> <li>*Workflow Efficiency and Automation</li> <li>*Process Controls and Compliance</li> <li>*Product Standardization and Inventory Management</li> </ul> <p>Our highly trained Supply Chain team offers flexible, enterprise-grade solutions to standardize, optimize, and automate the ordering process with features including:</p> <p>The Henry Schein Website offers Ordering Solutions, Inventory Management, and Reporting Solutions:</p> <ul style="list-style-type: none"> <li>*Web Ordering Features: order approvals, budgets, custom catalogs, online returns, recurring orders, custom order/item messages, barcode ordering</li> <li>*Mobile Ordering Solutions: responsive website and mobile-ordering applications for iPad, iPhone, and Android devices</li> <li>*Web Inventory Management: order forecasting, suggested orders, barcode scanning, and replenishment solutions.</li> <li>*Web Invoice Reconciliations: online three-way match, statements and payments, invoice and electronic shipment receipt documents</li> <li>*Web Reports: purchasing spend, order details, asset valuation, invoice summary.</li> </ul> <p>Henry Schein Website Training is available through our eCommerce Solutions team and also provided via our Sales Team. Henry Schein also offers a comprehensive Website Help Center that offers Website Training Videos, Quick Reference Guides, and offers many more features. Our team can also customize any training based on Sourcewell' s requirements.</p> <p>Equipment Repair/Maintenance Henry Schein's highly skilled ProRepair team is trained and certified on all major dental equipment, and can deliver personalized, in-office repair service to get a practice up and running to full capacity. In specific to Medical ProRepair services, Henry Schein facilitates medical repairs to the manufacturers and offer in-house medical instrument sharpening.</p>
<p>72</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>See response to Question 71. Specific Henry Schein Solution Portfolio Subcategories include:</p> <ul style="list-style-type: none"> <li>• North American Rescue: delivers premium products with a mission to pre-hospital first responders. NAR's portfolio of products have been founded on evidence based medicine and is uniquely focused on addressing trauma in order to increase survivability in the most adverse situations. Their products include Stop the Bleed Kits, IFAK Kits, Trauma Kits, Simulation Training Manikins, and many more! North American Rescue is a sister company of Henry Schein. Custom kits and logos can be created for any State, County, City, or local Agency, Schools or for any customer.</li> <li>• HealthFirst: advances safety and operational efficiency with automated emergency preparedness, infection control, and medical waste disposal solutions.</li> <li>• AS Medications: Provides a full pharmaceutical solution to improve patient outcomes while driving revenue to the customers organization.</li> </ul>

73	Describe the lifecycle support services for equipment, such as implementation, maintenance, and decommissioning.	<p>Our Medical Equipment Specialists offer services to support the customer on every step of their purchasing journey through Consultation and Selection, Financing, White glove Delivery and Staging, and Training and Support. They coordinate the entire procurement process according to the customer's timeline and delivery needs. Offers Staged Delivery for equipment and supplies by functional area or room to expedite receiving. White Glove Installation is a special added service offered to ensure a seamless process for the delivery, setup, installation, and integration of newly purchased equipment, and includes debris/packaging removal as well. Through capital equipment resources and direct manufacturer support, our Medical Equipment Specialists will organize Training to provide staff with the proper education and ongoing support to keep up to date on equipment developments. Our goal is to help agencies and practice owners swiftly begin to realize a positive return on their equipment investment.</p> <p>First our Equipment Specialists and Henry Schein Sales Consultant will work with the customer to consult and evaluate their current processes and needs, find ways to maximize revenue and minimize operating costs. The Equipment Specialist will then work with our Government Account Team, to ensure the customer's Henry Schein account is established, coded tax exempt (if applicable), and linked to the Sourcewell agreement in our system. Upon selection of the needed equipment, warranty, or any additional services (such as training, maintenance, removal of existing equipment), and along with the freight selection of dropship delivery, Staged Delivery, or white glove delivery (delivery, installation, debris removal), the Equipment Specialist will then provide the customer with a formalized quote, to include the Sourcewell Agreement number, and freight terms (given the option selected by the customer). Once the customer responds with a Purchase Order for order placement, the Equipment Specialist or Medical Sales Consultant will place the order with our Medical Equipment Team. If the order is staged or white glove delivery, a delivery appointment will be scheduled with the customer when the order is ready for delivery. If the order is dropshipped direct from the Manufacturer to the customer, tracking information can be provided upon request. If equipment training is requested by the customer, the Medical Equipment Specialist will coordinate the training between the customer and Manufacturer, and ensure it is scheduled and implemented.</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>The customer can work with their dedicated Henry Schein Medical Sales Consultant and/or Government Account Team to request a quote on any needed medical customized kit, which we will then in turn create a custom item number for ordering. For North American Rescue customized kits, we can customize any needed first aid kits, bleeding control kits, IFAK kits, trauma kits, Patrol/EMS vehicle kits, with a customized logo of the agency, state, city, county, or local entity.</p> <p>The customer can work with their dedicated Henry Schein Medical Sales Consultant, Clinical Lab Specialist, POC Lab Specialist, Medical Equipment Specialist and/or Government Account Team for flexible logistics or delivery arrangements, in reference to emergency orders, staged orders, equipment delivery, white glove delivery (delivery, installation, debris removal), Priority/rush shipments, or any other special conditions needed to be met. Tracking information can be provided upon request.</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 checked="" type="radio"/> Yes <input type="radio"/> No	Offered and covered under our proposal for Med/Surg products, with an 18% discount off list price.
76	School and athletic health supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered and covered under our proposal for Med/Surg products, with an 18% discount off list price.
77	Medical-grade equipment, diagnostic and treatment devices, and adaptive therapy-related tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered and covered under our proposal for Capital and Small Equipment products, with an 10-12% discount off list price.
78	Pharmaceuticals and controlled substances	<input checked="" type="radio"/> Yes <input type="radio"/> No	Henry Schein will provide Sourcewell members with competitive pricing throughout the term of the agreement. Specialty Pharma is excluded from receiving discounts, unless an agreement has been established between the Specialty Pharma Vendor and the customer to receive a discounted price through Henry Schein. Pricing is dependent on Vendor Contract pricing eligibility.
79	Emergency and disaster response supplies and kits	<input checked="" type="radio"/> Yes <input type="radio"/> No	Offered and covered under our proposal for Procedural Tools, with an 18% discount off list price.
80	Technology, hardware, and software designed for the delivery of solutions described in 75 - 79 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	Price determined by the Manufacturer.
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	Offered and covered under our proposal for Procedural Tools, with an 18% discount off list price. Training and Consultation is at no cost to the customer. Medical Waste Disposal is not covered, however removal of old Capital Equipment can be done with an added charge provided by our Medical Equipment Team.

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

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

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - Sourcewell-Henry Schein Medical Pricing\_Attachment-A.pdf - Monday September 08, 2025 16:57:08
  - [Financial Strength and Stability](#) - Financial Strength and Stability Documents.zip - Monday September 08, 2025 17:03:48
  - [Marketing Plan/Samples](#) - SAMPLE Sourcewell Medical Rules of Engagement.pdf - Monday September 08, 2025 16:58:05
  - [WMBE/MBE/SBE or Related Certificates](#) - ESG Reporting and COI.zip - Monday September 08, 2025 17:06:19
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Monday September 08, 2025 17:02:09
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Sourcewell RFP\_090925\_Medical\_Supply\_Solutions\_Master\_Agreement with Comments from Henry Schein Legal.docx - Monday September 08, 2025 17:04:06

## 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. - Cristina Bowman, Government Account Manager (Medical), Henry Schein Inc.

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

Yes  No

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

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

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