



MASTER AGREEMENT #090925
CATEGORY: Medical Supply Solutions
SUPPLIER: Medline Industries, LP and Medline Canada, Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Medline Industries, LP and Medline Canada, Corporation, 3 Lakes Drive, Northfield, IL 60093 (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 as are listed on Sourcewell's website: www.sourcewell-mn.gov/sourcewell-for-suppliers/agency-locator.

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

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

The primary focus of this solicitation is on Medical Supply Solutions, a broad, catalog-style offering of the solutions in subsection 7) a) - g) below. This solicitation should NOT be construed to include "services-only" or "PPE-only" solutions. Proposers shall be able to supply products and services, including, but not limited to:

- a) Single-use and disposable medical supplies and consumables;
 - b) School and athletic health supplies;
 - c) Medical-grade equipment, diagnostic and treatment devices, and adaptive therapy-related tools;
 - d) Pharmaceuticals and controlled substances;
 - e) Emergency disaster response supplies and kits;
 - f) Technology, hardware, and software designed for the delivery of services described in Section 7) a) - e) above; and,
 - g) Training, consultation, maintenance, kitting and custom packaging solutions, medical waste disposal, and other services related to the offering of solutions in Sections 7) a) – f) above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
 - 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
 - 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included

Solutions within Supplier's Proposal is incorporated into this Master Agreement.

- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Medline Brand Included Solutions (Included Solutions bearing the Medline trade name) furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Medline Brand Included Solutions shall conform to their published specifications.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell, to the extent 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 Medline Brand 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. Notwithstanding anything to the contrary herein, the Sourcewell shall not be entitled to indemnification to the extent the injury or damage is solely caused by (i) the negligent acts or omissions of any indemnified party or any person or entity other than any employee or agent of Supplier I; or (ii) use of the Included Solutions in any manner outside the scope of the specifications.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a revocable, 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 revocable, royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of

the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

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

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the breaching party's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

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

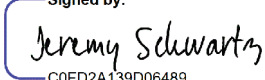
specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

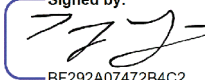
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of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

090925-MDL

Sourcewell

Medline Industries, LP and Medline Canada,
Corporation

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
2/5/2026 | 6:09 PM CST
Date: _____

Signed by:

By: BF292A07472B4C2...
Troy Lothar
Title: Senior Director of State and Local Government
2/5/2026 | 4:40 PM CST
Date: _____

RFP 090925 - Medical Supply Solutions

Vendor Details

Company Name: Medline Industries, Inc.
Does your company conduct business under any other name? If yes, please state: IL
Address: Three Lakes Drive
Northfield, Illinois 60093
Contact: Lucas McGovern
Email: gov bids@medline.com
Phone: 847-837-2820
HST#: 36-2596612

Submission Details

Created On: Tuesday July 22, 2025 08:01:30
Submitted On: Tuesday September 09, 2025 08:15:13
Submitted By: Lucas McGovern
Email: gov bids@medline.com
Transaction #: ba3f7fc6-f4c0-4f11-a7c7-9fc51bc9aa42
Submitter's IP Address: 147.243.245.179

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Medline Industries, LP and Medline Canada, Corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0PMN3 UEI: DMPAKJ9N9K66	*
5	Provide your NAICS code applicable to Solutions proposed.	<ul style="list-style-type: none"> • 339113 • 325412 • 325413 • 334510 • 339112 • 423450 	*
6	Proposer Physical Address:	3 Lakes Drive Northfield, Illinois 60093 5150 Spectrum Way, Mississauga L4W 5G2	*
7	Proposer website address (or addresses):	Medline.com/Medline.ca	*
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):	Chris Powers 3 Lakes Drive, Northfield, IL 60093 govbids@medline.com 8479492696	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elizabeth Gordon Project Manager 3 Lakes Drive, Northfield, IL 60093 govbids@medline.com 8479492696	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Stewart RFP Manager 5150 Spectrum Way, Mississauga L4W 5G2	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Medline has been in business for more than 50 years. Founded in 1966, Medline's roots date back to 1910 when A.L. Mills, the great grandfather of the current owners, started sewing butcher's aprons in Chicago. He was approached by nuns from a nearby hospital who worked as both nurses and seamstresses who asked his help with the sewing of the surgeons' gowns and nurse's uniforms. Medline continues to be the leading supplier of gowns and scrubs to the healthcare industry. In 2021, Medline entered into an agreement to receive a majority investment from a partnership comprised of Blackstone Group, Carlyle Group and Hellman & Friedman. Following the close of the transaction, Medline remains a privately held, family-led company. The Mills family continues to remain the largest single shareholder. Medline is a manufacturer and distributor of healthcare supplies in the United States, with annual company revenue of \$25.5 billion (2024), and over 1,100 prime vendor distribution partners. Medline is strategically positioned to provide flexible models that support health care supply chain transformation and its evolving needs. Medline has the flexibility to make long-term investments focused on our customers' needs versus short-term decisions balance-sheet based decisions. These investments include our manufacturing capabilities delivering greater value over the life of the relationship while also providing a deeper than industry standard inventory position. Medline's momentum and growth has afforded us the opportunity to continue to make significant capital investments to our supply chain to support our customer's future.	*
12	What are your company's expectations in the event of an award?	Medline's expectations are to grow sales utilizing this contract as a vehicle for state and local government customers interested in using cooperative contracting.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	As a privately held company, Medline does not disclose annual financial statements. We are however able to submit our audited comfort letter for this RFP deliverable, with the execution of a NDA. Medline can submit an NDA to Sourcewell for execution.	*
14	Tell us your US market share for your proposed solutions. OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.	In the US, Medline has served over 11,000 government entities over the last 3 years. We have sales in all 50 states. Medline believes the ultimate attestation of customer satisfaction is our 98% retention rate across Prime Vendor relationships over the last three years.	*
15	Tell us your Canadian market share for your proposed solutions. OR, provide the number of Canadian Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of provinces where you have made sales.	Medline does not provide our market share numbers. In Canada, Medline has served all ten provinces and three territories. Some entities include: - The City of Toronto - Ornge (EMS provider) - retained since 2006 with \$600,000 in sales per year. - Region of Niagara	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Medline has not filed for bankruptcy within the last seven years.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Medline is a manufacturer and distributor of Medical and surgical supplies, and owns its own distribution fleet. We sell over 500,000+ products.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Medline maintains Compliance and Quality Systems designed to meet all applicable regulatory requirements. These systems ensure Medline has the necessary Policies, Resources, Controls, Licenses, Records, and Structure in place to demonstrate conformance. Medline is ISO 13485:2016, ISO 14001, ISO 17025 and MDSAP certified. Medline holds a Health Canada License and Medical Devices Establishment License (MDEL).	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Medline has not been debarred or suspended.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Medline announced in August 2024 that it is the first healthcare product supplier to achieve the Diamond-level Healthcare Industry Resilience Collaborative (HIRC) Resiliency Badge for manufacturing. This award serves as a recognition of the company's relentless commitment to resiliency within the healthcare supply chain. The badge recognizes Medline for its best-in-class global manufacturing and supply chain resiliency across multiple product categories, including exam and surgical gloves, personal protective equipment, surgical drapes and gowns, durable medical equipment, wound care, textiles, and several other surgical related product categories. This latest manufacturing recognition from HIRC comes on the heels of Medline achieving HIRC's Diamond-level Resiliency Badge for distribution, highlighting the end-to-end resiliency of our supply chain. Medline believes these badges are a direct reflection of our investments in global manufacturing, sourcing, and logistics infrastructure.	*
21	What percentage of your sales are to the governmental sector in the past three years?	This is proprietary information.	*
22	What percentage of your sales are to the education sector in the past three years?	This is proprietary information.	*
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?	MMCAP Infuse, NPPGov, Savvik, OMNIA Partners. State Contracts: Illinois, New York, Pennsylvania, Massachusetts. Along with multiple county and city contracts as well. Sales data is considered proprietary	*
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?	Medline holds multiple Federal contracts including MSPV, FSS (GSA), DAPA, ECAT and CMOP. Sales data is considered proprietary.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
State of New Jersey	Christine Murphy	Christine.Murphy@treas.nj.gov	*
Illinois Public Higher Education Cooperative (IPHEC)	Graham LaMontagne	(217) 300-6452	*
State of Pennsylvania	Kelly Thompson Clark	617-720-3184	*

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

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

Line Item	Question	Response *	
26	Sales force.	A fundamental difference about Medline is our OneMedline strategy which is designed to provide our customers with dedicated representation across the entire network of care. Medline today has over 43,000 employees worldwide with over 2,500 Account Specific/ Clinical resources. By owning the entire Continuum of Care team, Medline is able to mutually align goals to enhance product standardization, ensure proper contract alignment and pricing unity throughout all facilities within a customer's continuum of care. Medline has representatives that are specifically trained for the Acute Care, Physician office, Surgery Center, Home Health and Post-Acute Care setting with the proper Product and Clinical resources necessary to support our customer's needs.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Medline's national network of 45+ distribution centers, of which 85% are Medline owned, range in size up to 1.4 million square feet. The national network consists of over 26,000,000 million square feet of medical-grade warehouse space and utilizes advanced technology to drive operational accuracy and efficiency, leading to higher service levels for our customers.	*
28	Service force.	Since our customer service center location in Dubuque, IA opened in April of 2000, we have grown our support service staffing from 25 general Customer Service Reps to a team of over 500 including employees and management providing general, dedicated and ancillary support for our Medline Customers and Sales Reps. In addition, we have built Customer Service teams in satellite locations in Libertyville, Illinois and Temecula, California with a team of almost 500 employees serving as dedicated customer service.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Medline can receive and process orders through multiple methods including phone, fax, EDI (preferred), email, and web (utilizing Medline.com). Medline is also open to discussing alternate methods if required. Utilizing EDI is preferred due to the ability to have full system integrations between companies, allowing for the real-time transaction of continuously updated data. Orders can be placed via phone through contacting the Distribution Service Manager assigned to the Sourcewell member's account. In a case where the DSM is unavailable, Sourcewell members can contact our 24hr toll-free customer service line. Members will also be provided with the Medline emergency phone number that is monitored after hours, over the weekend, and on holidays. Medline's E-Commerce website, Medline.com, is an online portal that will allow customers to place orders, give live pricing and contract details, check stock availability, live allocation status (amount ordered, amount remaining to order), and live order line status, if it's in progress to be shipped, on backorder, or if it's been fully shipped. All fully shipped order lines will have downloadable PDF documents of the packing slip or delivery document.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Due to the urgent needs of our customers, Medline Customer Service is staffed to answer all of our customer calls LIVE with minimal wait time. Our Customer Service team receives an average of 3,700 calls per day or 18,500 calls per week. We utilize traffic management and quality assurance software to continually monitor Customer Service performance. Our Customer Service goal is to answer all calls within 20 seconds or less with an abandoned rate of 8% or less.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	As a current Sourcewell partner, Medline is fully equipped to provide our products and services to Sourcewell members. Medline has invested considerable resources to align our growth initiatives with this expansion, with a national footprint of over 45+ distribution centers covering over 26,000,000 square feet. Just as the supply chain continues to grow domestically, it also continues to grow internationally. Medline has nearly 4,000,000 square feet of international distribution center space and 2,000,000 square feet of international manufacturing space, solidifying our commitment to growth in the global med/surg sector. In total, over the past five years, Medline has invested over \$2.4 Billion in our distribution infrastructure. Medline is also focused on supporting health networks throughout their continuums of care, while providing cost-effective solutions for both patients and end users through a growing portfolio of private labeled products and services. The following fundamental differences listed below make Medline who we are today, and why we are the ideal fit for the future: We have a flat organizational structure allowing for quick access to upper management where we display high sense of urgency towards problem solving and proactively exploring opportunities / solutions. Medline has the flexibility and creativity to make long-term investments focused on customer needs versus concern with short term gains. Our OneMedline strategy allows us to be the only distributor that has the infrastructure and resources (over 1,500 market specific resources) to provide our customers with representation, clinical programs, customer service, logistics and technology offerings across the entire continuum of care (Acute Care, Ambulatory Surgery Center, Physician Office, Post-Acute Care, Homecare/Hospice) greatly reducing the redundancies, inefficiencies and added complexities of working with several suppliers. Medline takes a highly quantitative approach to Supply Chain Management. We provide more than 335,000 products and clinical solutions that serve the entire continuum of care, of which over 190,000 are Medline manufactured products. Our distribution centers are very large, have higher inventory levels and are accompanied with our own dedicated truck fleet; enabling Medline to accommodate all of our customer's logistical requirements providing the highest service and fill-rates in the industry. Medline distribution centers hold a total of \$4B of inventory on hand across our network which allows for greater availability to items and in turn a vast reduction in non-stock orders. This unique practice allows for many Medline customers to move additional products through a Prime Vendor distribution channel vs. ordering manufacturer direct. With a focus on delivering a consistency of approach, Medline continues to advance our service offerings to include distribution services, representation, product standardization, contract alignment, clinical solutions, etc. Medline understands the need to be flexible, collaborative and have mutually aligned synergistic goals with our customers, and these investments allow us to grow with the industry, and continue to provide value to our business partners. As a distributor and manufacturer that services the full continuum of care Medline has strategically positioned ourselves to prepare for the future of healthcare and the challenges of tomorrow.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	While the team responding to this RFP is primarily US based, we do have a Medline Canada branch, and would be willing to explore utilizing this contract in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	No, Medline does not have a specific geographic ordering area or restriction. Medline currently does business in over 100 countries and has 45+ national distribution centers that service the entire continental U.S. including Hawaii, Alaska, Puerto Rico and Guam. Medline also has 69 global distribution centers, strategically located to support our international customer base. In addition, Medline actively imports and maintains access to all major shipping ports including U.S. East Coast, U.S. West Coast, Canada and Mexican Port alternatives. Our team operates high velocity, dual transship centers on both the U.S. West Coast and U.S. East Coast that can be used to support international distribution needs.	*
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.	If awarded, all Sourcewell members will have full access to our Solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requirements/restrictions would apply to participating entities in Hawaii and Alaska and in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Medline will extend terms of any awarded master agreement to all Sourcewell participating entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Medline would initiate a joint press release with Sourcewell to announce to all members that Medline is on contract. Then Medline would identify potential contract customers we can look to transition. These accounts will be targeted to have them adopt the Sourcewell contract. Meanwhile we will build up inventory in all of our local warehouses. Contract pricing has been loaded at the time of the bid, so if awarded giving contract pricing is as simple as typing a quick group number into our system, or setting up accounts for non-Medline customers.</p> <p>Immediately upon award, a sales-wide bulletin will be released with details of the contract, and instructions on how to approach the accounts. The target list will be developed within the first month and the appropriate reps will call on each of the targeted accounts. Medline's marketing team will work with Sourcewell to create a customer facing Medline webpage highlighting the Sourcewell agreement with all information relevant to the contract including contract documents, contact information, account setup information, and a link to Sourcewell's site. Medline will also allocate marketing resources to develop co-branded marketing materials within 90 days of contract.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As a \$25.5M organization, Medline's marketing team is well equipped to promote this contract be it digital, print, or by tradeshow participation. Medline will continue to work with Sourcewell to create a multifaceted digital marketing campaign.	*
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?	While Medline's responsibility is to promote the company and perform according to customer standards, Medline will view Sourcewell as a partner in promoting contracts. This may include talking about the benefits of utilizing Sourcewell contracts, talking about the bid process, and partnering on sales calls to establish new customer relationships.	*
40	<p>Are your Solutions available through an e-procurement or e-Commerce ordering process?</p> <p>If so, describe your system(s) and provide one (1) example of how governmental and educational customers have utilized them.</p>	<p>Medline has a variety of online tools and services that help streamline our customers ordering processes.</p> <p>Medline.com which is Medline's web store/online catalog which provides access to over 335,000 products and includes real time product availability based on customers nearest Medline warehouse, live contract pricing, and detailed product information.</p> <ul style="list-style-type: none"> • Medline's Digital Integration Capabilities Support: <ul style="list-style-type: none"> o cXML Punchout Catalog (Medline.com), Hosted Catalogs, EDI & cXML Purchase Order, Order Acknowledgement, Shipment Notice and Invoices). o Medline can also support pricing and availability via API. We have other data transmission options available as well.in/SAP platform, which validates orders and provides proof of delivery notices. • Other eCommerce/Digital Options <ul style="list-style-type: none"> o Visibility to all orders and invoice activity (Medline.com Order Status). o All invoices are available on-line for viewing, printing, and e-mailing. o Ability to re-print and/or e-mail pack slips. o Proof of Delivery flat-file feed via SFTP for a growing # of carriers. o Delivery information for all orders, including shipment dates and carriers. o Order Templates (Shopping Lists on Medline.com) to speed the re-order process. <p>There are no costs associated with project management, setup, implementation, or maintenance of any Medline standard & currently supported eCommerce processes or systems.</p> <p>Medline's Digital Integration Team has over 20 years of eCommerce experience and has connected over 80 unique eCommerce Procurement applications. We strive to make your integration with Medline's systems successful and provide value to you and your end-users. Our project management team will work with you and your eCommerce platform to assure that the implementation of your procurement is done efficiently and on time.</p>	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Medline has a variety of both free and fee based value adds that can be accessed throughout the contract. This includes, but is not limited to: Product in-servicing, skin health assessments, inco assessments, store room management (US only), 3PL solutions (US only), inventory storage/rotation (US only), inventory management solutions (3PL), and Medline university.	*
42	Describe any technological advances that your proposed Solutions offer.	Medline continues to invest in technological solutions to enhance and refine our forecasting abilities. This includes utilization of dynamic forecasting, RPA bots, and increased EDI connectivity with manufacturers to drive inventory visibility up and down the supply chain.	*
43	Describe any "green" initiatives that relate to your company (e.g., recycling, LED lighting, LEED) or to your Solutions, and include a list of the certifying agency for each.	Medline began its company-wide sustainability initiative nearly 15 years ago by working to conserve energy and dramatically lower greenhouse emissions within its own footprint. Medline's commitment to sustainability starts from the foundation by constructing environmentally friendly buildings, to currently producing green products, all while assisting our customers to become more environmentally conscious. Geothermal Facilities: Medline currently has two geothermal facilities, including our corporate headquarters in Mundelein, IL. Additionally, all new Medline buildings throughout the world are constructed to meet LEED or other relative sustainable building standards. 99% of Medline's owned distribution buildings, and 88% of Medline's US total distribution space are LEED certified. Solar Panels: Medline has invested over \$35 million since 2017 to install solar panels on rooftops throughout the world. Understanding that little actions make a big impact, Medline's sustainability department captures and evaluates employee ideas and continually looks for more ways the company can recycle, reduce and reuse. Sustainable Products: Medline has a green product portfolio offering a greensmart™ line of products that must qualify under a strict internal regulatory process to be branded greensmart™. This stringent evaluation process for our environmentally-friendly products requires information regarding the production and manufacturing process, as well as the product's packaging, use and disposal. Through this "life-cycle" approach we can provide our customers with sustainable alternatives that reflect how they are lightening their impact on the earth. Reporting: Medline has recently leveraged investments in new global financial management platforms and a carbon accounting platform that will enhance our ability to quantify and measure ESG efforts moving forward.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company and/or equipment holds (e.g., ENERGY STAR) for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Medline actively pursues LEED certification for its distribution center facilities, and 10 of our global locations are ISO 14001 certified. This global environmental standard set by ISO lays out the necessary criteria for an environmental management system (EMS) and outlines the steps a company should follow to set up an effective EMS. Conserving resources is critical to curbing climate change and an integral part of achieving ISO 14001 certification.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	A fundamental difference about Medline is our OneMedline strategy which is designed to provide our customers with dedicated representation across the entire network of care. Medline today has over 45,000 employees worldwide with over 2,500 Account Specific/ Clinical resources. By owning the entire Continuum of Care team, Medline is able to mutually align goals to enhance product standardization, ensure proper contract alignment and pricing unity throughout all facilities within a customer's continuum of care. Medline has representatives that are specifically trained for the Acute Care, Physician office, Surgery Center, Government, Home Health and Post-Acute Care setting with the proper Product and Clinical resources necessary to support our customer's needs. For more information on our services, please see attached for Medline's Value Added Services.	*

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	<p>At Medline, we are committed to building a diverse and inclusive supply chain that reflect the communities we serve. We believe that leveraging a vibrant network of businesses, owned and operated by diverse communities, is essential for driving innovation, creating lasting value for our stakeholders, and strengthening local economies. Our supplier diversity program aims to cultivate an ecosystem where diverse suppliers can compete on a level playing field and contribute to our company's growth and success. We target the following underrepresented groups:</p> <p>Minority-owned Women-owned Disability-owned Veteran-owned LGBTQ-owned</p> <p>We also support the following programs: Small Business Administration (SBA)Historically Underutilized Business Programs (HUB)</p> <p>We will accomplish our Supplier Diversity goals by embedding equity and inclusion principles throughout our sourcing practices, offering development resources, and actively seeking and awarding contracts to qualified diverse vendors. In the end, through our commitment to supplier diversity, we will continue our journey to become a world-class leader, build stronger communities, and create a more equitable and sustainable supply chain.</p>	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30, and we accept ACH, Check, or Credit Card. Credit Cards may incur a processing fee of up to 3%.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Medline typically does not do leasing or financing options, however we can explore on a case-by-case basis.	*
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.	For US customer account setup with government entities, all we need is a W9 and a sales tax exempt form. In some cases, if the account is currently utilizing another GPO we may require a letter of participation, formally requesting to switch GPO affiliation.	*
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, for US customers there may be up to a 3% processing fee.	*

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.	Medline will provide category discounts. Because Medline sells over 500,000 products, it is not possible to include at the SKU level. But products can be viewed on Medline.com. Please see attached for full pricing proposal. The two categories will be Medline Brand products, and Non Medline/National Brand products.	*
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.	These will be minimum discounts off list price, but deeper discounting will be allowed: 30% off Medline List price for Medline Brand Products 25% off Medline List price for Non-Medline/National Brand Products	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Medline requests the ability to offer deeper discounts to provide more competitive pricing as needed. We will not be offering any rebate programs with this agreement.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. Define the costs/fees associated with "sourcing/quoting" products and related services.	"Sourced" products will follow the same discount structure, no special procedure will be needed for these items.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight/Minimum orders: A. Minimum Order Requirements: Three hundred and fifty dollars (\$350) B. Freight: Orders over minimum will ship free freight with the following exceptions a. Emergency/rush orders b. Orders outside ship-schedule c. Non-stock or vendor direct ship items may incur freight charges C. Lost Products: All lost Products will be reported to Vendor's customer service department. Vendor will issue credit within ten (10) days of notification of lost Product; alternatively, re-shipment of missing Product will occur immediately after notification. D. Ship Schedule: Each account will be assigned a delivery schedule to provide consistent shipment points. Any orders occurring outside this ship schedule, or orders placed after ship cutoff may incur additional freight charges. E. Lead time: Standard lead time for stocked products is 2 days ARO, including in Alaska and Hawaii. F. Local Agreements: In some cases, local agreements may be negotiated which will supersede contract freight terms listed above. These agreements will be communicated to Sourcewell. G. White glove delivery, or installation may incur additional costs.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/Minimum orders: A. Minimum Order Requirements: Three hundred and fifty dollars (\$350) B. Freight: Orders over minimum will ship free freight with the following exceptions a. Emergency/rush orders b. Orders outside ship-schedule c. Non-stock or vendor direct ship items may incur freight charges C. Lost Products: All lost Products will be reported to Vendor's customer service department. Vendor will issue credit within ten (10) days of notification of lost Product; alternatively, re-shipment of missing Product will occur immediately after notification. D. Ship Schedule: Each account will be assigned a delivery schedule to provide consistent shipment points. Any orders occurring outside this ship schedule, or orders placed after ship cutoff may incur additional freight charges. E. Lead time: Standard lead time for stocked products is 2 days ARO, including in Alaska and Hawaii. F. Local Agreements: In some cases, local agreements may be negotiated which will supersede contract freight terms listed above. These agreements will be communicated to Sourcewell. G. White glove delivery, or installation may incur additional costs.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All Canadian orders will be handled by Medline's Canadian subsidiary.	*
66	Describe any unique distribution, delivery, or deployment methods or options for the goods and services offered in your proposal.	Medline has a wide variety of logistics solutions, which can be explored in detail with each individual customer. The majority of the customers will be serviced by MedTrans or by common carrier depending on order size and delivery needs, however we have many custom options, including emergency orders, and rush delivery, as well as warehouse pickup options.	*
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.	Contract compliance is a mutual obligation of both Medline and Sourcewell. Should there be an agreed upon list of SLA's, Medline will work with Sourcewell to determine the review and payout schedule (quarterly, annually, etc.).	*

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.	Sales Growth Contract Utilization Membership Growth Margin Growth Adjusted Fill Rate Backorders New Customers Transition of customers from National Brand items to Medline Brand items.	*
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.	Medline proposes an Administration Fee of 1% on net sales in the US and 1% on net sales in Canada.	*

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.	As we are GPO/Cooperative neutral, Medline believes in offering similar competitive pricing to all members serviced by the cooperatives. This ensures maximum value for customers, as well as a level playing field.	*

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

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, in the proposal.	Through advanced reporting, on-site assessments, and long-term consultative engagements, we will work closely with participating entities to streamline logistics, optimize inventory levels, and enhance operational workflows. Our solutions focus on: Inventory Optimization – Implementing data-driven stock management strategies to reduce excess inventory, minimize waste, and improve replenishment accuracy. Time and Labor Optimization – Identifying efficiencies in order fulfillment, delivery scheduling, and replenishment management to reduce labor costs and improve turnaround times. Space Optimization – Designing and implementing efficient storage solutions that maximize capacity and enhance accessibility for high-demand products. System Design and Standardization – Establishing scalable, repeatable processes to ensure consistency, reduce errors, and enhance cost predictability. By leveraging Medline's distribution network, proprietary analytics, and automation capabilities, we can reduce distribution cost through lowered supply chain expenses, improved contract pricing, and optimized logistics strategies.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Medline's categories and subcategories of products are available on our pricing proposal. Please see the attachment "Medline's Value Added Services" for information on our services.	*
73	Describe the lifecycle support services for equipment, such as implementation, maintenance, and decommissioning.	Medline has a capital equipment and furnishings division that offers a large selection of Medline and national brand products from IV poles, exam tables, and stretchers, to mortuary equipment, office furniture, recliners, and sofas - and everything in-between. Our dedicated Sales Specialist, Product Managers, Product Support Specialists, and logistic support team are available to support you on customer calls, targeting new opportunities, design services, and installation implementation.	*
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.	As the global leader in Custom Kitting, Medline Industries is uniquely positioned to be an unparalleled partner to Sourcewell within their custom kitting space. We manufacture custom kits for more than 57% of the US healthcare market, producing over 125,000 kits daily in our eight Medline-owned and operated manufacturing sites and sterilization facilities. With over 2.8M square feet in manufacturing space and 8 production sites, Medline has more manufacturing capabilities and capacity than any other custom kit provider.	*

Table 78: 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	Medline manufactures our own line of many of these products and is the market leader in multiple categories. In addition we distribute most common national brands.
76	School and athletic health supplies	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	Medline manufactures our own line of many of these products and is the market leader in multiple categories. In addition we distribute most common national brands.
77	Medical-grade equipment, diagnostic and treatment devices, and adaptive therapy-related tools	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	Medline manufactures our own line of many of these products and is the market leader in multiple categories. In addition we distribute most common national brands.
78	Pharmaceuticals and controlled substances	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	Medline pharmaceutical distribution is designed to service the in-office needs of physician offices, ambulatory surgery centers, and post-acute facilities, including long-term care homes and EMS businesses. Our product line includes over 2,900 branded and generic injectable drugs, flu and immunization vaccines, and a growing list of specialty drugs. Medline is an Authorized Distributor for the top three GPOs: HPG, Premier and Vizient, enabling us to deliver wholesale value on the drugs we distribute. Our extensive distribution network includes twelve pharmaceutical branches spread throughout the continental U.S. that have end-to-end cold chain, are Designated Distributor Accreditation (DDA) certified, and Drug Supply Chain Security Act (DSCSA) compliant. Unlike other distributors in the space, we are wholly focused on the nonacute sector, with inventory prioritized for these customers and dedicated sales forces to service their daily needs.
79	Emergency and disaster response supplies and kits	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	Medline distributes emergency and disaster response supplies and kits.
80	Technology, hardware, and software designed for the delivery of solutions described in 75 - 79 above	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	While Medline excels at supplies and consumables, we do have some technology offerings, as well as partners who specialize in hardware and software supporting Medical/Surgical customers.
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 checked="" type="radio"/> No	Medline offers a wide-variety of training for our PV partners including IT/Reporting, price change processes, and new product training. Additionally, Medline's marketing team has dedicated individuals focused on improving and expanding our educational platforms as well as customer based continuing education workshops. Medline's primary program is Medline University, a platform for healthcare workers to receive continuing education credits (CEUs). Medline University received an eHealthcare Gold Leadership Award for Best Healthcare Content in 2024 within the Physician/Clinician-Focused Site category. Other services are outlined in the attachment - Medline's Value Added Services.

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

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing Proposal.pdf - Tuesday September 09, 2025 07:52:12
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Medline's Attachments for Sourcewell.zip - Tuesday September 09, 2025 07:55:20

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. - Troy Lothar, Sr. Director National Field Sales, Medline Industries, LP

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

☒ Yes ☐ No

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

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

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