



MASTER AGREEMENT #090925
CATEGORY: Medical Supply Solutions
SUPPLIER: MSS Ltd

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and MSS Ltd, 47 Studney Drive, Hay River, NT X0E 0R6 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising

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

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

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

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

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

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

Sourcewell

MSS Ltd

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 1/12/2026 | 2:25 PM CST

Signed by:

B179CBCFCD884DC...

By: _____
William Milroy
Title: CEO

Date: 1/12/2026 | 11:04 AM PST

RFP 090925 - Medical Supply Solutions

Vendor Details

Company Name: MSS Ltd
47 Studney Dr
Address: Hay River, Northwest Territories X0E 0R6
Contact: Elwyn Lewis
Email: elwyn@mssltd.com
Phone: 587-435-5647
HST#: 131194581

Submission Details

Created On: Monday September 08, 2025 12:59:27
Submitted On: Tuesday September 09, 2025 15:24:33
Submitted By: Elwyn Lewis
Email: elwyn@mssltd.com
Transaction #: 6ff7d7b2-12c6-4d78-880e-fd40ca9d0df9
Submitter's IP Address: 147.243.242.178

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.	MSS Ltd
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	no subsidiaries or DBAs; MSS Ltd is solely responsible for delivery under this proposal
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not applicable – MSS Ltd is a Canadian entity and not registered in SAM.gov. MSS Ltd operates under Canadian business registration and will provide corporate registration details as required.
5	Provide your NAICS code applicable to Solutions proposed.	423450
6	Proposer Physical Address:	47 Studney Dr, Hay River, NT X0E 0R6
7	Proposer website address (or addresses):	https://www.mssltd.com/
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	William Milroy - CEO will@mssltd.com +1 (780) 937-7944
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elwyn Lewis / Tender Analyst Elwyn@mssltd.com +1 (403) 542-4877
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MSS Ltd: Head Office: +1 (867) 874-6337 Fax: +1-867-874-3866

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	MSS Ltd, founded in 1992 in Hay River, Northwest Territories, is Canada's largest Indigenous-owned medical goods wholesaler. With over 30 years of experience, we supply governments, healthcare, and educational institutions across the country with medical, surgical, safety, and emergency preparedness solutions. We operate nationally with distribution hubs and warehouse facilities in Alberta, British Columbia, Ontario, and the Northwest Territories. Our core values are accountability, community impact, and sustainability. As a social enterprise, we commit 51% of net profits back to Indigenous communities, reflecting our philosophy of building long-term, positive impact through reliable supply chain partnerships.
12	What are your company's expectations in the event of an award?	In the event of an award, MSS Ltd expects to work collaboratively with Sourcewell to finalize the Master Agreement and align reporting, marketing, and compliance requirements. We would educate our sales and service teams on the contract, ensure our vendor partners are prepared to fulfill orders under the Sourcewell framework, and actively promote the agreement to Sourcewell's members in Canada. Our expectation is to establish a strong, long-term partnership that delivers reliable value to participating entities while supporting Sourcewell's cooperative purchasing goals.

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>MSS Ltd has been in continuous operation since 1992 and has grown to become the largest Indigenous-owned medical goods wholesaler in Canada. We have over 30 years of stable operations, no debt concerns, and no history of bankruptcy or suspension. Our strong track record with government clients demonstrates our capacity to handle contracts of significant size and complexity. Current examples include our long-term supply agreements with Canada Post and Hay River Health & Social Services Authority, both of which illustrate our reliability and financial strength. Supporting documentation, including reference letters and insurance certificates, is provided in the upload section. Additional financial details or letters of good standing can be provided upon request.</p>	*
14	<p>Tell us your US market share for your proposed solutions.</p> <p>OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.</p>	<p>MSS Ltd does not currently hold U.S. market share. Our focus has been on Canada, where we are the largest Indigenous-owned medical goods wholesaler with over 30 years of experience. We have supplied a wide range of government, healthcare, and educational entities across multiple provinces and territories, including long-term contracts with Hay River Health, PHSA and Niagara Health. While our operations are Canada-based, our distribution partnerships provide capacity to expand into the U.S if required under this contract. Our operations today are Canada-based, but we would welcome the opportunity to expand our support to Sourcewell members in the U.S</p>	*
15	<p>Tell us your Canadian market share for your proposed solutions.</p> <p>OR, provide the number of Canadian Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of provinces where you have made sales.</p>	<p>Over the past three years we have supplied medical, surgical, and safety solutions to a wide range of public-sector clients, including federal agencies, provincial and territorial health authorities, Indigenous governments, and local institutions. Notable examples include Canada Post and Hay River Health & Social Services Authority with high retention rates exceeding 95%. MSS has delivered to entities in multiple provinces and territories, with regular business in the Northwest Territories, Alberta, British Columbia, and Ontario. Our footprint continues to expand nationally through our vendor and distribution partnerships.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>MSS Ltd has not been involved in any bankruptcy proceedings in the past seven years.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>MSS Ltd is best described as a distributor/reseller. We maintain formal distribution relationships with leading manufacturers and suppliers including Stryker, Medline, Cardinal Health, McKesson Canada, Stevens, Teleflex, Best Buy Medical, and others. Written authorization or letters of supply can be provided as required to confirm our reseller status with these vendors. MSS Ltd does not operate an independent dealer network; all sales are managed directly by our internal sales team, supported by manufacturer partners for technical service and support.</p> <p>Please note some samples of distribution letters have been attached, if more is required please let us know.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>MSS Ltd is a federally and provincially registered Canadian business authorized to supply medical, surgical, safety, and pharmaceutical products nationwide. We maintain all required business registrations, insurance, and compliance with Health Canada regulations.</p> <p>We do not hold a narcotics or controlled substances license and therefore will not propose to supply controlled substances under this RFP. MSS Ltd will, however, propose non-controlled pharmaceutical products. For these and all regulated medical devices, we partner exclusively with manufacturers and distributors that hold the necessary Health Canada authorizations, including valid Medical Device Establishment Licenses (MDEL) where applicable.</p> <p>Supporting registrations and partner certifications are available upon request.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>MSS Ltd has not been debarred or suspended within the past seven years.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>MSS Ltd has not pursued formal industry award programs in the past five years. However, our recognition has come through longstanding trust and repeat business from government, healthcare, and educational institutions across Canada. We are the largest Indigenous-owned medical goods wholesaler in Canada and operate as a social enterprise, committing 51% of our net profits back to Indigenous communities. This model, along with over 30 years of uninterrupted service, has earned MSS continued recognition from clients such as Canada Post and Hay River Health & Social Services Authority, and more.</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Approximately 75% of MSS Ltd's sales over the past three years have been to the governmental sector, with the remaining 25% to the educational sector.</p>	*

22	What percentage of your sales are to the education sector in the past three years?	Approximately 75% of MSS Ltd's sales over the past three years have been to the governmental sector, with the remaining 25% to the educational sector.	*
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?	MSS Ltd does not currently hold state or cooperative purchasing agreements. Our public sector experience instead comes through direct government contracts and off contract sales. These projects demonstrate our ability to perform under the same compliance, reporting, and service expectations that apply to cooperative purchasing agreements. MSS is seeking to establish our first cooperative contract through this Sourcwell opportunity.	*
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?	MSS Ltd currently holds a National Master Standing Offer (NMSO) with the Government of Canada for Automated External Defibrillators (AEDs). This arrangement covers the supply of AED units and related accessories to federal departments across Canada. The award for this RFSO was recently awarded to us and due to the general election in Canada there were delays in departments receiving their budgets so up take has been slow. We have been informed to expect an increase in spend from fall onwards. Although currently things have been moving slow the award itself demonstrates our capacity to deliver nationally under a federal standing offer framework. In addition, MSS is a registered supplier under PSPC's (Now PWGSC) Supply Arrangement E60PQ-120001-H (Office Seating).	*

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 *	
Hay River Health & Social Services Authority	Maureen Patterson maureen.patterson@gov.nt.ca	867-874-8185	*
Canada Post	David Hunt david.hunt@canadapost.postescanada.ca	613-818-1844	*
Public Services and Procurement Canada, Government of Canada	Danielle Mignault danielle.mignault@tpsgc-pwgsc.gc.ca (New NMSO, with no delivery information yet This standing offer confirms MSS's status as a federal-level vendor capable of delivering medical solutions nationally)	613-250-2847	*

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.	MSS Ltd has a dedicated sales team of 5 full-time employees, supported by a total staff of over 20 across the organization. Our salespeople are direct MSS employees and manage national coverage, focusing on government, healthcare, and education accounts. We also maintain regional project managers in British Columbia, Alberta, Ontario, and the Northwest Territories who support sales efforts by overseeing implementation and customer relationships in their regions. Sales staff coordinate with manufacturer representatives when specialized product expertise or service is required, ensuring a smooth handoff between sales and technical support.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	MSS Ltd manages all sales directly and does not operate through an independent dealer network. Solutions are delivered using two complementary methods: Direct Fulfillment: We are an authorized reseller for leading manufacturers and distributors. Orders can be fulfilled directly through these partners' distribution networks. MSS Warehousing & Distribution: MSS also maintains warehouse and storage facilities in Hay River NT, Calgary and Edmonton, AB, British Columbia, and Ontario. Our in-house shipping team manages stock, kitting, and outbound delivery, providing regional flexibility and the ability to hold inventory where needed.	*
28	Service force.	MSS Ltd provides service support through a combination of internal staff and manufacturer partners. Our project managers in British Columbia, Alberta, Ontario, and the Northwest Territories coordinate installation, training, and after-sales support for customers, while our central customer service team in Hay River manages day-to-day inquiries. For technical service and warranty work on medical equipment, MSS relies on the certified service forces of our manufacturer partners. These partners employ trained technicians who perform installation, maintenance, and repairs. MSS remains the single point of contact for customers and ensures all service requests are tracked and resolved promptly.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders are placed directly with MSS Ltd via a dedicated contract manager. We serve as the single point of contact for Sourcewell members and handle all order entry, tracking, and customer communication.</p> <p>Depending on the product and requirements of our customers, fulfillment is managed in two ways:</p> <p>MSS Warehouses: Our shipping team processes and ships orders directly from our facilities in Hay River (NT), Calgary and Edmonton (AB), British Columbia, and Ontario.</p> <p>Manufacturer/Distributor Fulfillment: For products supplied through our vendor partners, MSS transmits the order for direct shipment from their distribution centres.</p> <p>In all cases, MSS manages the order process from start to finish, ensuring compliance with Sourcewell pricing, timely delivery, and clear communication with the Participating Entity.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>MSS Ltd operates a centralized customer service program supported by our sales and project management teams. All Sourcewell member inquiries are handled either through a dedicated customer service line, or a direct line to the contract manager. Inbox and phone lines are monitored during in business hours.</p> <p>Process and response times:</p> <ul style="list-style-type: none"> * Customer inquiries are acknowledged within one business day. * Order status and shipping questions are typically resolved same day. * Warranty or service-related requests are logged by MSS and coordinated with the appropriate manufacturer's service team; updates are provided to the customer within two business days. <p>Account management:</p> <ul style="list-style-type: none"> * Each client is supported by both a sales representative and a regional project manager to ensure continuity of service. * Issues are tracked in our internal system to ensure accountability and follow-through. <p>Commitment to performance:</p> <ul style="list-style-type: none"> * MSS tracks response times and fulfillment performance as part of our quality assurance program. * We hold quarterly internal reviews to address any recurring issues and improve customer experience. <p>This approach ensures that Sourcewell members always have a direct point of contact, timely communication, and reliable escalation paths when needed.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>MSS Ltd is fully committed to providing products and services to Sourcewell participating entities. We can supply across all of Canada through our warehouses in the Northwest Territories, Alberta, British Columbia, and Ontario, supported by our vendor distribution partners for additional reach.</p> <p>Our sales and customer service teams are set up to work directly with public-sector clients, and we have the infrastructure in place to ensure consistent delivery, responsive support, and compliance with Sourcewell contract terms.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>MSS Ltd is a Canadian-based supplier with over 30 years of experience serving government, healthcare, education, and Indigenous clients nationwide. We operate warehouses in the Northwest Territories, Alberta, British Columbia, and Ontario, supported by our shipping team and regional project managers.</p> <p>Through this network, and our partnerships with major manufacturers and distributors, we can reliably deliver products and services to Sourcewell participating entities anywhere in Canada. We are fully committed to supporting Canadian members under this contract.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>MSS Ltd does not identify any geographic restrictions within Canada and can serve all provinces and territories under this agreement. Orders can be fulfilled from our warehouses in the Northwest Territories, Alberta, British Columbia, and Ontario, or through our manufacturer/distributor partners.</p> <p>While our operations to date have focused on Canada, MSS is willing and prepared to extend our products and services to Sourcewell participating entities in the United States under this agreement, leveraging our vendor partnerships and national distribution networks.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>All Sourcewell participating entities, including government, healthcare, education, nonprofit, and Indigenous organizations, will have full access to MSS solutions if awarded. The only exception is pharmaceuticals and products that are classified as controlled substances under Canadian regulations, as MSS does not hold a narcotics license.</p> <p>Outside of this regulatory limitation, MSS places no restrictions on entity type and is committed to serving all eligible Sourcewell members.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>MSS Ltd has no restrictions serving Sourcewell members in Alaska, given its proximity to our Canadian operations. Hawaii and U.S. Territories can also be served through our freight arrangements and manufacturer/distributor partners. These regions may involve longer lead times and higher freight charges, but MSS is committed to arranging delivery as required and providing clear estimates to members in advance.</p>	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. MSS Ltd will extend the terms of any awarded master agreement to nonprofit entities that are eligible Sourcewell participants. As a social enterprise that commits 51% of net profits back to Indigenous communities, we view nonprofit organizations as valued partners and customers.
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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>MSS Ltd will actively promote the Sourcewell contract to ensure participating entities understand how to purchase through it and what categories we can provide.</p> <p>Our approach includes:</p> <p>Direct outreach: Our sales team will contact Sourcewell participants by phone, email, and in-person meetings, including federal departments, provincial health authorities, Indigenous governments, and educational institutions. We will introduce the contract, explain the purchasing process, and highlight the benefits of using Sourcewell.</p> <p>New Sourcewell one-pager: We will create dedicated marketing material that outlines MSS's role as a Sourcewell supplier, our eligible product categories, and the applicable not-to-exceed discount structure from MSRP.</p> <p>Digital presence: A Sourcewell-specific page will be added to our website, and the contract will be featured in targeted email campaigns to public-sector contacts.</p> <p>Vendor support: We will coordinate with our manufacturer partners to ensure consistent messaging and to leverage their networks for additional reach.</p> <p>MSS will track interest and sales generated through these activities and report results as required by Sourcewell.</p> <p>We have additionally included some example marketing documents for the AED NMSO we hold with the PSPC. We intend to include these documents as a follow up after direct outreach to reduce as many obstacles and answer as many questions to make a conversion in to a sale as easy as possible. In the event of a successful award with Sourcewell, we will implement a similar format completely bespoke to the unique terms and arrangements of this RFP.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>MSS Ltd uses digital tools to market to government, healthcare, education, and Indigenous clients in a way that reflects how these organizations actually engage with suppliers. Our focus is on direct, professional channels rather than broad consumer-facing social media.</p> <p>Key methods include:</p> <p>Targeted email campaigns to procurement and departmental contacts with contract updates and product information.</p> <p>Dedicated Sourcewell webpage on our corporate site, providing members with clear instructions and resources.</p> <p>Digital collateral such as one-page PDF product sheets and capability statements that can be shared by email or downloaded.</p> <p>CRM tracking to monitor outreach, log responses, and measure campaign effectiveness.</p> <p>Professional networks such as LinkedIn, where appropriate, to highlight contract availability and connect with public-sector stakeholders.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We see Sourcewell's role as building awareness of the contract across its membership, maintaining the cooperative framework, and providing a trusted pathway for public-sector buyers. MSS's role is to take that framework and drive adoption at the ground level.</p> <p>If awarded, we will integrate the Sourcewell agreement directly into our sales process by training our sales staff to present Sourcewell as a purchasing pathway during calls, emails, and meetings with eligible members. This includes government, healthcare, education, Indigenous, and nonprofit entities as defined by Sourcewell's membership list. We will support these efforts with a dedicated Sourcewell one-pager, a contract page on our website, and targeted outreach campaigns. All activity will be tracked and tied back to the Sourcewell contract to ensure pricing and reporting compliance.</p>
40	Are your Solutions available through an e-procurement or e-Commerce ordering process? If so, describe your system(s) and provide one (1) example of how governmental and educational customers have utilized them.	<p>Yes. MSS Ltd provides customers with access to an online ordering portal where approved accounts can log in, view contract pricing, and place orders directly through our website. The system supports order tracking, re-ordering of common items, and digital invoicing.</p> <p>Government and educational clients currently use this system to streamline ordering of medical and safety supplies. For example, regional health authorities and school divisions have placed recurring orders for consumables and first aid products through our portal, reducing manual paperwork and ensuring contract pricing is automatically applied.</p>

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

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.</p> <p>Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>MSS Ltd provides training and product education through a combination of our project managers and our manufacturer partners.</p> <p>Training: For products that require it, some of our manufacturer partners provide operator and maintenance training as part of their service package. MSS coordinates these sessions and remains the customer's single point of contact. In some cases, training must be delivered by certified or licensed professionals designated by the manufacturer, and MSS will ensure the appropriate trainer is assigned. Where permitted, our project managers can provide training directly. MSS is flexible and committed to exceeding expectations by ensuring all customers receive the level of support they need.</p> <p>Costs: Most training tied to initial product delivery is provided at no additional cost. Optional extended training or certification courses may involve fees, which are quoted case by case.</p> <p>MSS is also pleased to offer maintenance and support for all Automatic External Defibrillators (AED's) in the form of tracking maintenance schedules and contacting you close to product expiration date, ensuring AED's remain operational and compliant. This service is optional and can be opted in at the time of purchase.</p>
42	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>MSS Ltd offers access to a wide range of medical, safety, and emergency solutions that incorporate current technological advances. Examples include:</p> <p>AEDs: Newer models feature self-testing diagnostics, Wi-Fi connectivity for readiness reporting, and improved user guidance with visual and voice prompts.</p> <p>Diagnostic equipment: Many devices now integrate digital data capture, wireless transfer, and compatibility with electronic health record systems.</p> <p>Infection prevention products: Advances in antimicrobial surface treatments, eco-friendly disinfectants, and single-use barrier technologies.</p> <p>Emergency preparedness: Smart trauma kits with built-in tracking options and tamper indicators.</p> <p>MSS works closely with our manufacturer partners to ensure Sourcewell members have access to the latest versions of these technologies as they are introduced to the market.</p>
43	<p>Describe any "green" initiatives that relate to your company (e.g., recycling, LED lighting, LEED) or to your Solutions, and include a list of the certifying agency for each.</p>	<p>MSS Ltd integrates sustainability into both our operations and our solutions:</p> <p>Reduced emissions through drop-ship model: By shipping directly from manufacturers to participating entities where appropriate, we minimize excess transportation and warehouse handling.</p> <p>Regional warehousing: Our facilities in the Northwest Territories, Alberta, British Columbia, and Ontario allow us to consolidate orders and reduce long-haul freight distances.</p> <p>Eco-friendly products: Through our manufacturer partners, we supply eco-conscious disinfectants and recyclable or biodegradable single-use items where available.</p>
44	<p>Identify any third-party issued eco-labels, ratings or certifications that your company and/or equipment holds (e.g., ENERGY STAR) for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>MSS Ltd does not currently hold company level eco-labels or third-party environmental certifications. However, many of our manufacturer partners do hold relevant certifications for the products we distribute. Examples include:</p> <p>ENERGY STAR ratings on diagnostic and monitoring equipment from select manufacturers.</p> <p>Green Seal or EPA Safer Choice certifications for eco-friendly cleaning and disinfectant products.</p> <p>Health Canada-approved low-toxicity disinfectants and infection-prevention solutions.</p> <p>MSS ensures that Sourcewell members can access these certified products through our distribution network, and we continue to expand our offering of solutions with credible third-party eco-certifications.</p>
45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities?</p> <p>What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>MSS is uniquely positioned to help Sourcewell members meet Canada's Truth and Reconciliation supply chain targets. Federal agencies are mandated to direct 5% of their procurement to Indigenous-owned businesses, and purchases through MSS directly contribute toward those reconciliation goals.</p> <p>Beyond compliance, MSS is a social enterprise that commits 51% of our net profits back to Indigenous communities across Canada. This means working with MSS goes further than meeting a target - it actively delivers tangible benefits to communities that need it most.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	MSS is a proud indigenous owned social enterprise.
47		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	MSS Ltd is a certified indigenous owned business. (CCIB certified)
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.	MSS Ltd's standard payment terms are Net 30 days from the date of invoice. We accept payment by electronic funds transfer (EFT/ACH), cheque, and government-issued purchasing cards (Visa and Mastercard). Wire transfers can be arranged where required.
56	Describe any leasing or financing options available for use by educational or governmental entities.	MSS Ltd does not currently offer in-house leasing or financing programs. However, we recognize that some educational and government entities may prefer these options for larger capital purchases. Where appropriate, MSS can investigate payment plans on a case by case basis. We also are open to reviewing payment terms from Net 30 to Net 45 or Net 60 if beneficial.
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.	MSS Ltd uses standard transaction documents including order confirmations, invoices, and our standard terms and conditions of sale (covering payment, delivery, and returns). For equipment requiring installation or warranty service, manufacturer-provided service documentation is also supplied. All documents will be aligned with the Sourcwell Master Agreement. Sample order confirmation and invoice templates are uploaded in the supporting documents section.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes. We accepts P-Card procurement and payment (Visa and Mastercard). There is no additional cost to Sourcwell participating entities for using this process.

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>MSS Ltd proposes a not-to-exceed discount model based on MSRP (manufacturer list price). Because we carry thousands of products across multiple vendors, it is not practical to provide a SKU list in this proposal. Instead, we commit to the following discount framework:</p> <p>Consumables (gloves, masks, gowns, syringes, wound care and more): 15% off MSRP</p> <p>Medical equipment (AEDs, monitors, mobility aids, pumps and more): 10% off MSRP</p> <p>Pharmaceuticals (non-controlled, OTC): 10% off MSRP</p> <p>Emergency kits and disaster response supplies: 10% off MSRP</p> <p>These discounts are applied consistently to all Sourcewell members as not-to-exceed pricing. Additional discounts may be offered based on volume, frequency, or long-term commitments.</p>
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>As mentioned in line 59 -</p> <p>Consumables (gloves, masks, gowns, syringes, wound care and more): 15% off MSRP</p> <p>Medical equipment (AEDs, monitors, mobility aids, pumps and more): 10% off MSRP</p> <p>Pharmaceuticals (non-controlled, OTC): 5% off MSRP</p> <p>Emergency kits and disaster response supplies: 10% off MSRP</p> <p>These discounts are applied consistently to all Sourcewell members as not-to-exceed pricing. Additional discounts may be offered based on volume, frequency, or long-term commitments.</p>
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>We offer rebates based on annual spend and order frequency. Our standard model is tiered, with rebates increasing as volume grows, up to 4% for high-volume purchases.</p> <p>In addition, MSS encourages Sourcewell participants to contact us directly to review their anticipated annual consumption. This allows us to tailor rebate structures to individual needs and ensure members receive the best possible value.</p>
62	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p> <p>Define the costs/fees associated with "sourcing/quoting" products and related services.</p>	<p>For non-contracted or "open market" items, MSS Ltd will source products through our vendor network on request. Pricing for these items will be provided by formal quotation and based on cost plus a reasonable percentage to cover handling and administration.</p> <p>No additional quoting or sourcing fees will be charged to Sourcewell participants. This ensures members have access to products outside of the awarded contract scope without unnecessary cost or delay.</p> <p>Shipping costs will be quoted on a separate line item if applicable</p>
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.	<p>For most of the products MSS supplies - such as consumables, disposables, and general medical/safety equipment -there are no additional costs beyond product price and shipping.</p> <p>In some cases, certain manufacturers may require specialized installation, calibration, or mandatory operator training for specific equipment (e.g., diagnostic monitors, infusion pumps). When this applies, these costs are set by the manufacturer and delivered through their certified service technicians. MSS coordinates all such services on behalf of the customer, but does not impose additional charges of our own.</p> <p>Any such costs will be clearly identified in advance at the time of quotation so that Sourcewell members have full transparency before purchase.</p>

64	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight, shipping, and delivery costs are handled in a transparent and consistent manner:</p> <p>Consumables and small parcel orders: These are shipped by standard courier services (e.g., UPS, Purolator, FedEx, Canada Post). Charges are based on actual freight costs and are itemized on the invoice.</p> <p>Larger equipment or bulk orders: Delivery is arranged through LTL carriers or direct freight providers. Costs are calculated based on size, weight, and destination, and quoted in advance.</p> <p>Remote and northern locations: MSS has extensive experience serving remote and isolated communities. We work with specialized carriers where required and provide customers with accurate lead times and cost estimates before shipment.</p> <p>No hidden fees: MSS does not mark up freight or impose additional handling charges. All freight is billed at actual cost, and wherever possible we leverage our vendor partners' national freight programs to reduce costs for Sourcewell members.</p>	*
65	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>For deliveries to Alaska, Hawaii, Canada, or offshore locations, MSS provides shipping quotations on a case-by-case basis. Costs are determined by weight, size, carrier availability, and destination.</p> <p>Alaska and Canada: MSS has established logistics experience in northern and remote regions and can provide competitive freight quotes using standard carriers or specialized providers as needed.</p> <p>Hawaii and U.S. Territories: Orders can be shipped through freight forwarding or direct manufacturer shipping. Delivery timelines may be longer and freight costs higher, but MSS will provide full quotations and delivery estimates in advance.</p> <p>All freight charges for these regions are disclosed upfront, with no hidden fees or added surcharges.</p>	*
66	<p>Describe any unique distribution, delivery, or deployment methods or options for the goods and services offered in your proposal.</p>	<p>MSS offers a hybrid distribution model that provides Sourcewell members with flexible delivery options:</p> <p>Regional warehousing: MSS operates warehouses in Hay River (NT), Calgary and Edmonton (AB), British Columbia, and Ontario, allowing us to hold stock and ship directly to our customers.</p> <p>Direct fulfillment: For many products, MSS works with manufacturer and distributor partners. A large majority of our partners are able to drop-ship directly to members on our behalf from their national networks.</p> <p>Remote delivery expertise: MSS has extensive experience serving northern and remote regions, coordinating with specialized carriers to ensure delivery where standard couriers cannot.</p> <p>Kitting and packaging: We can assemble custom kits (e.g., first aid or emergency preparedness) and manage custom packaging requirements on request.</p> <p>This dual approach, in-house fulfillment plus national vendor networks - ensures MSS can deliver reliably and efficiently across Canada and into the United States, including remote or hard-to-serve areas.</p>	*
67	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>MSS will employ a straightforward self-audit process to ensure compliance with the Sourcewell agreement and verify that participating entities receive proper contract pricing.</p> <p>Order verification: All orders will be reviewed by our customer service team at entry to confirm the correct Sourcewell pricing and discount structure is applied.</p> <p>System controls: Our ERP and invoicing system will be programmed with Sourcewell pricing rules to prevent off-contract pricing errors.</p> <p>Quarterly reviews: MSS will conduct quarterly internal audits of Sourcewell transactions to confirm compliance with contract terms and identify any discrepancies.</p> <p>Corrective action: Any pricing discrepancies identified will be corrected immediately, and affected members notified.</p> <p>Reporting alignment: Audit results will feed into required Sourcewell reporting to ensure full transparency.</p>	*

68	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>If awarded, MSS will track several internal metrics to measure the success of the Sourcewell agreement, including:</p> <p>Sales performance: total sales volume and order count tied directly to the Sourcewell contract.</p> <p>Member adoption: number of Sourcewell participating entities purchasing through MSS, broken down by sector (government, healthcare, education, Indigenous, nonprofit).</p> <p>Customer service: average response time to inquiries and fulfillment timelines for Sourcewell orders.</p> <p>Pricing compliance: results of quarterly audits confirming correct application of Sourcewell discounts.</p> <p>Rebate value delivered: total rebates issued to members under the contract.</p> <p>Retention and growth: repeat purchases by Sourcewell members over time.</p> <p>These metrics will allow MSS to evaluate performance, identify opportunities for improvement, and demonstrate the value of the agreement to both Sourcewell and its members.</p>	*
69	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>MSS Ltd proposes an Administration Fee of 2% of net sales (excluding taxes and shipping) for all completed transactions under the Sourcewell Master Agreement. This fee will be calculated on the net invoice value for each reporting period and remitted to Sourcewell in accordance with the agreement terms.</p>	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	<p>The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.</p>	<p>MSS Ltd's pricing is structured as not-to-exceed discounts off MSRP, which is consistent with or better than discounts extended under other cooperative or government frameworks. Our intent is to ensure Sourcewell members receive highly competitive pricing while maintaining transparency and consistency across all participating entities.</p>

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

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, in the proposal.	<p>MSS Ltd offers a full range of medical, surgical, safety, and emergency preparedness solutions. Our catalogue covers consumables, durable equipment, pharmaceuticals (non-controlled), diagnostics, and emergency response products. Specific categories include gloves, masks, gowns, syringes, IV supplies, wound care, respiratory disposables, AEDs, vital signs monitors, infusion pumps, stretchers, and mobility aids. MSS also supplies first aid kits, school and athletic health supplies, and infection-prevention products.</p> <p>Solutions are provided as new equipment and supplies sourced directly from authorized manufacturers and distributors. MSS does not supply used or refurbished products under this proposal.</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>To align with Sourcewell's framework, MSS's solutions fit into the following subcategories:</p> <ul style="list-style-type: none"> 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 and disaster response supplies and kits; g. Training, consultation, maintenance, kitting and custom packaging solutions, medical waste disposal, and other services
73	Describe the lifecycle support services for equipment, such as implementation, maintenance, and decommissioning.	<p>MSS provides lifecycle support services in coordination with our manufacturer partners:</p> <p>Implementation: Project managers coordinate delivery, setup, and orientation for new equipment to ensure a smooth start-up.</p> <p>Maintenance: Certified manufacturer technicians provide scheduled and warranty service. MSS manages the service relationship and ensures all requests are tracked and resolved promptly.</p> <p>Where additional lifecycle services such as decommissioning are required, MSS will work with Sourcewell members and manufacturer partners to identify appropriate third-party solutions.</p>
74	Describe how you tailor solutions to meet the specific needs of different user types—for example, through pre-assembled kits, customized labeling and packaging, or flexible logistics and delivery options.	<p>MSS tailors solutions to meet the unique needs of each customer:</p> <p>Pre-assembled kits: First aid, trauma, and emergency preparedness kits can be custom-assembled.</p> <p>Custom packaging and labeling: Available on request for inventory management or department-level distribution.</p> <p>Flexible logistics: Orders can be fulfilled from our warehouses (NT, AB, BC, ON) or drop-shipped directly from manufacturers to reduce cost and lead time.</p> <p>Special accommodations: MSS has experience shipping to remote and northern communities and can adapt delivery methods as needed.</p>

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments *
75	Single-use and disposable medical supplies and consumables	<input checked="" type="radio"/> Yes <input type="radio"/> No	MSS supplies a full range of consumables, including but not limited to gloves, masks, gowns, syringes, IV supplies, and wound care products. These are sourced through manufacturer partners
76	School and athletic health supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - MSS provides first aid kits, athletic braces, AEDs, and related consumables used in school and athletic settings. We support education and recreation customers across Canada through direct fulfillment and vendor networks.
77	Medical-grade equipment, diagnostic and treatment devices, and adaptive therapy-related tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - MSS offers AEDs, vital signs monitors, diagnostic equipment, imaging equipment, infusion pumps, mobility aids, stretchers, and other medical equipment. Installation, orientation, and maintenance are coordinated with certified manufacturer service teams where applicable.
78	Pharmaceuticals and controlled substances	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes (non-controlled only) - MSS supplies pharmaceuticals and over-the-counter products, but does not hold a narcotics license. Controlled substances are excluded from our offering.
79	Emergency and disaster response supplies and kits	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - MSS provides trauma kits, first aid kits, stop-the-bleed packs, emergency blankets, and other preparedness products. Kits can be pre-assembled or customized to customer specifications.
80	Technology, hardware, and software designed for the delivery of solutions described in 75 - 79 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	MSS supplies medical equipment and devices that may include manufacturer-integrated digital features (e.g., AEDs with self-testing or monitors with connectivity). MSS does not provide standalone tracking software; equipment maintenance is coordinated by our team in partnership with manufacturer service providers.
81	Training, consultation, maintenance, kitting and custom packaging solutions, medical waste disposal, and other services related to the offering of solutions described in 75 - 80 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - MSS provides training and consultation in partnership with manufacturers, offers custom kitting and packaging, and coordinates warranty service. Where required, specialized services such as medical waste disposal are arranged through certified third parties.

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

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

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

Documents

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

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

- [Pricing](#) - Sourcewell MSRP Discount Structure.xlsx - Tuesday September 09, 2025 15:06:36
- [Financial Strength and Stability](#) - Certificate of Ins - TWIMC MSS Ltd.pdf - Tuesday September 09, 2025 15:07:25
- [Marketing Plan/Samples](#) - Reading this could save a life.pdf.pdf - Tuesday September 09, 2025 15:07:52
- [WMBE/MBE/SBE or Related Certificates](#) - CCAB-certificate-Certified-business 2025.pdf - Tuesday September 09, 2025 15:08:14
- [Standard Transaction Document Samples](#) - 247196 - TEST ORDER CONFIRMATION.pdf - Tuesday September 09, 2025 15:08:31
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 537436 - TEST INVOICE.pdf - Tuesday September 09, 2025 15:08:52

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. - James Hiebert, President, MSS Ltd

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