

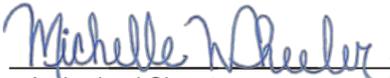
Purchase Order	 MARSHALL UNIVERSITY	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquires regarding this order to: (304) 696-2820	Purchase Order # MU24_CC_ATMED
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TO: Henry Schein, Inc. 135 Duryea Road Melville, NY 11747 FEIN: 113136595 PH: (724) 406-4161	Vendor Code: 113136595	Ship to: Marshall University Rec Dept 201 21st Street Huntington, WV 25703 Room # N/A	THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN WVFIMS Account #:
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P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
2/26/2024	2024	JH			NET 30	MU24_CC_ATMED

		<p style="text-align: center;">CONTRACT ACCEPTANCE OF COOPERATIVE AGREEMENT</p> <p>On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of <u>Henry Schein, Inc.</u></p> <p>_____</p> <p>signed by <u>Jeff Klingler</u></p> <p>Title <u>VP/GM U.S. Specialty Distribution Group</u></p> <p>on <u>2/22/2024</u></p> <p style="text-align: center;">Approved as to form this <u>13th</u> day of <u>February</u>, <u>2024</u> West Virginia Attorney General</p> <p style="text-align: center;">By: <u>John S. Gray</u> (See signature on Pages 10 & 12) Deputy Attorney General</p> <p style="text-align: center;">OMNIA Partners Cooperative Agreement for Medical and Surgical Supplies</p> <p>Term: Initial agreement from July 9th, 2021, through January 31st, 2026, with the option to renew for three (3) additional one-year periods through January 31st, 2029.</p> <p>Pricing/Discount: Fixed discount off category pricing and Market Basket</p> <p>Vendor Contact: Taylor Doan - taylor.doan@henryschein.com</p> <p style="text-align: center;">THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER</p>		
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Line No.	Fund	Org.	Account	Encumber Amount		Total:	Open-End
1.							
2.							
3.							
4.							

Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4500	 Authorized Signature	<u>2/25/2024</u> Date
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Medical and Surgical Supplies
Executive Summary

Lead Agency: University of California

Solicitation: 002109-JUL202-MED/SURG RFP 2018AO

RFP Issued: August 21st, 2020

Pre-Proposal Date: August 26th, 2020, 9:00am

Response Due Date: September 24th, 2020

Proposals Received: # 9

Awarded to:

The University of California San Diego Department of Procurement issued 002109-JUL202-MED/SURG RFP 2018AO on August 21st, 2020, to establish a national cooperative contract for Medical and Surgical Supplies.

The solicitation included cooperative purchasing language in Section 1.1.0 Purpose & Objectives of the RFP.

The purpose of this Request for Proposal (“RFP”) is for qualified suppliers to prepare and submit a proposal to furnish Medical and Surgical Supplies in accordance with the requirements set forth in this RFP.

The overall objective of this RFP is to award multiple qualified suppliers that will assist UC San Diego in establishing a sustainable program that provides medical and surgical supplies, exceptional customer service and cost-effective processes to all University of California (UC) campuses, medical centers, and laboratories on a needed basis.

Supplier agrees to make available the services to any UC location and other public agencies upon the terms, conditions and pricing set forth in an agreement awarded in response to the supplier's proposal. OMNIA Partners will be supporting our efforts to market the outcome of the solicitation nationally.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- University of California CalUsource website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA

- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter (get from Chris White)
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Kennebec ME Journal

On September 24th, 2020, proposals were received from the following offerors:

- | | |
|------------------------|----------------------|
| • Asp Global | • McKesson |
| • Caleb Milne | • Medline |
| • Cardinal Health | • Sports Brand Group |
| • Deepka Import | • Uweport |
| • Henry Schein Medical | |

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Henry Schein Medical and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The University of California San Diego, OMNIA Partners and Henry Schein successfully negotiated a contract, and the University of California San Diego executed the agreement with a contract effective date of July 9th, 2021.

Diversity Certification:

Contract includes:

- Supplier provided federal funds certifications which are available on the OMNIA Partners website for review.
- Market Basket with aggressive pricing for Participating Agencies (Please contact Henry Schein for pricing).

Term:

Initial agreement from July 9th, 2021, through January 31st, 2026, with the option to renew for three (3) additional one-year periods through January 31st, 2029.

Pricing/Discount:

- Fixed discount off category pricing
- Market Basket



As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, attached hereto as Attachment A (the "RFP"), this Master Agreement ("Master Agreement" or "Agreement") to furnish certain goods ("Goods") and services ("Services") described herein and in the documents referenced herein is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and Henry Schein Medical, a division of Henry Schein, Inc. ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to provide the Goods and Services referenced in the Scope of Work section of Attachment A, the Catalog Discount Program attached hereto as Attachment B, the Market Basket attached hereto as Attachment C, and any other documents referenced in the Incorporated Documents section herein (the "Incorporated Documents"), at the prices set forth therein and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in this Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Cooperative Purchasing

Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this Agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain UC's responsibility except as outlined in the above referenced RFP \ Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

3. Term of Agreement

The initial term of the Agreement will be from July 9, 2021 and through January 31, 2026 ("Initial Term") and is subject to earlier termination as provided below. UC and Supplier may renew the Agreement for 3 successive 1 -year periods upon mutual written agreement (each, a "Renewal Term"). The Initial Term and any Renewal Term shall collectively be referred to as (the "Term").

4. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

5. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Attachment B, Attachment C or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

As a UC San Diego supplier payment will be issued via Virtual Credit Card. Virtual Credit Card is a card-less Visa credit card product. Credit card number and credentials are emailed to your selected Accounts Receivable contact. Terms are net 10 days. Standard credit card processing fees apply. For more information on this payment method refer to <https://ipps.ucsd.edu/supplier-resources/goods-services/payments/virtual-card.html>



For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below:

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:



To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:





To UC, regarding contract issues not addressed above:



To Supplier:



6. Intellectual Property, Copyright and Patents

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

The Services **do not** involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Supplier is **not** required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

Supplier is **not** required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

**10. Restriction Relating to Consulting Services or Similar Contracts –
Follow-on Contracts**

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract



Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Henry Schein, Inc.

12. Service-Specific and/or Goods-Specific Provisions

- a. Pandemic response
- b. Stock arrangements
- c. Last Mile
- d. RX Products and Controlled Substances
- e. The Drug Supply Chain Security Act
- f. Discount Disclosure

Pricing Protection

Prices for the Goods and/or Services referenced in Part II of the Statement of Work must be firm for the first twelve (12) months of the Term with the exception of infection control products, pharmaceutical and IV fluid products. Price changes thereafter, if any, shall be made on an annual basis as negotiated by both parties. Supplier endeavors to use commercially reasonable efforts to provide reasonable notice on infection control products, pharmaceuticals, and IV fluid products, upon Supplier receiving notification from the applicable manufacturer. Any price changes require prior written notification and must follow the process outlined in Appendix B. In no event shall the pricing for the Goods and/or Services referenced in Attachment C be increased greater than 3% per year during the Term, provided that if the cost of any Good or Service, due to economic or supply issues, is raised over 3% to Supplier, Supplier may raise the price of such Product that same percentage upon 30 days' notice. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the Supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977 ("CIPA"), which includes a right of access by the subject individual. Supplier agrees to work with UC in good faith to assist UC in responding to requests by individuals for personal information about individuals that Supplier has collected in connection with this Master Agreement. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted by Supplier in connection with customer service calls, provided that the employee is notified of such recording.

14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

15. Incorporated Documents

This Agreement and the Incorporated Documents, in order of the below precedent, contain the entire agreement between the parties concerning the subject matter hereof and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the parties in respect thereof.

- a. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO
- b. Appendix A: UC Terms and Conditions of Purchase



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement # 2021002973

- c. Attachment B: Catalog Discount Program
- d. Attachment C: Market Basket
- e. Appendix B: UC Appendix—Electronic Commerce
- f. Appendix C: Federal Government Contracts Special Terms and Conditions
- g. Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- h. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions



- i. Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
- j. Appendix G: UC FEMA Appendix
- k. Exhibit A: Response for National Cooperative Contract
- l. Exhibit F: Federal Funds Certifications
- m. Exhibit G: New Jersey Business Compliance
- n. Exhibit I: Henry Schein Return Policy

16. Additional Terms and Conditions

RX PRODUCTS & CONTROLLED SUBSTANCES. UC understands that regulations require Supplier to limit the sale of Rx and controlled substances only to registered, licensed healthcare professionals. UC shall furnish to Supplier with a copy of UC's state and federal registrations including any updated state and federal registrations during the Term verifying the applicable shipping location of UC. UC understands that all orders for controlled substances are subject to a due diligence review process by Supplier. UC understands Schedule II controlled substances can be ordered electronically or by mail. To the extent UC requires additional information on Supplier Controlled Substance Ordering System the UC shall visit www.henryschein.com/e222. To the extent and applicable to UC location, if UC prefer to use Federal 222 Forms to order Schedule II controlled substances, the UC shall mail the form to: Henry Schein, Inc. 5315 West 74th Street, Indianapolis, IN 46268. UC understand and agrees that Supplier restricts the sale or other transfer of medications to prisons/correctional facilities for use in lethal injections, based on our Supplier manufacturer agreements. The products Supplier sells hereunder are intended to be used for their label-approved purposes or applicable standards of care, which do not include human lethal injection.

THE DRUG SUPPLY CHAIN SECURITY ACT (DSCSA). (MN, DM, WH, M2) UC understands The Drug Supply Chain Security Act (DSCSA) information related to prescription drug products is available on Supplier's website www.HenrySchein.com/pedigree. If UC has any problems accessing Supplier's website or would like to receive a copy of DSCSA documentation via fax, mail or email, UC shall contact Supplier's customer service department at 1- 800-472-4346.

The parties agree that in carrying out their duties and responsibilities under this Master Agreement, they will neither undertake nor cause nor permit to be undertaken, any activity which either is illegal under any applicable laws, decrees, rules, or regulations. The parties acknowledge and agree that (i) the exclusive purpose of this Master Agreement is for the sale and purchase of Goods and Services for use for public agency and research purposes that do not include procedures or treatment paid for in whole or in part under Medicare, Medicaid or any other Federal health care programs; and (ii) Supplier shall not be required to sell any Product to UC or any Participating Public Agencies, under this Master Agreement, to the extent Supplier has actual knowledge that such Product will be used in procedures or treatment that is paid in whole or in part under Medicare, Medicaid or any other Federal health care programs.

All purchases for Goods will be subject to Henry Schein's Return Policy outlined in Exhibit I hereto.

17. Entire Agreement

The Agreement and the Incorporated Documents contain the entire agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.



UNIVERSITY
OF
CALIFORNIA

Purchasing Agreement # 2021002973

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

HENRY SCHEIN MEDICAL, A DIVISION OF
HENRY SCHEIN, INC.

(Signature)

Vonda Adams

(Printed Name, Title)

June 25, 2021

(Signature)

Jeff Klingler

(Printed Name, Title) Jeff Klingler

VP & GM, Enterprise Health

June 25, 2021

Approved as to form prior to acknowledgement thereof

this 13th day of Feb, 2024.

Patrick Morrissey, Attorney General

By: *[Signature]*
Senior Deputy Attorney General

[Signature]

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): Marshall University

Vendor: Henry Schein, Inc., a division of Henry Schein Medical

Contract/Lease Number ("Contract"): Master Purchasing Agreement #2021002973 with the Regents of the University of California on behalf of the University of California, San Diego, which agreement is administered by National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector with Marshall University

Commodity/Service: Medical/Athletic/Dental Supplies – Excludes Software Sales****

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

- 11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.
- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor and agrees not to assign the Contract to any person or entity without the State prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. ~~The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.~~
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: Marshall University

Vendor: Henry Schein, Inc., a division of Henry Schein Medical

By: 

By: 

Printed Name: Michelle Wheeler

Printed Name: Jeff Klingler

Title: Director of Purchasing / CPO

Title: VP/GM U. S. Specialty Distribution Group

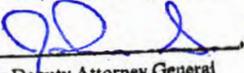
Date: 2/26/2024

Date: 2/22/24

Approved as to form prior to acknowledgement thereof

this 13th day of Feb, 2024

Patrick Morrisey, Attorney General

By: 
Senior Deputy Attorney General

University of California, San Diego
REQUEST FOR
PROPOSAL

RFP Summary

RFP Number: 002109-JUL2020-MED/SURG RFP 2018AO

Title: UC San Diego Medical and Surgical Supplies

Purpose: The University of California, San Diego is looking to award a contract(s) to one or more medical and surgical suppliers in the following categories (but not limited to) medical consumables, surgical and examination gloves, intravenous and arterial supplies, general medical and surgical supplies, and medical apparel.

RFP Due Date: Thursday, September 24, 2020, by 4:00 p.m. (PST/PDT)

Issued By: University of California, San Diego

RFP Administrator: Andrea Orozco
Life Science/Equipment Professional Buyer
University of California, San Diego
10280 N. Torrey Pines Rd., Ste. 415
La Jolla, California 92037

Antony Michael Esquer
Procurement Supervisor - Life Science
University of California, San Diego
10280 N. Torrey Pines Rd., Ste. 415
La Jolla, California 92037

Table of Contents

SECTION 1: GENERAL INFORMATION.....3
 1.1.0 Purpose & Objectives of the RFP 3
 1.2.0 About UC San Diego4
 The University of California Terms and Conditions of Purchase, Appendices, and Exhibits, unless specific exceptions are taken and alternative language or provisions are mutually agreed upon, shall be incorporated into the purchase agreement resulting from this RFP.....7
 SECTION 2: MINIMUM MANDATORY REQUIREMENTS 11
 SECTION 3: PRICING12
 Supplier proposals must address all of the listed requirements in the order presented with a response acknowledging an understanding of and approach to fulfilling the requirements.....12
 3.1.0 Price Quotation.....12
 3.2.0 Price Protection 12
 3.3.0 Manufacturer Price Decreases13
 3.4.0 New and Discontinued Items13
 3.5.0 Balance of Line/Comprehensive Product Offering13
 3.6.0 Federal Funds Pricing13

Exhibits, Appendices, Supplements and Attachments

University of California Terms and Conditions of Purchase	Appendix A
UC Appendix – Electronic Commerce	Appendix B
Cost Proposal Worksheet	Attachment I
Federal Government Contracts Special Terms and Conditions	Appendix C
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	Appendix D
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Appendix E
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)	Appendix F
Data Security	Appendix G
UC FEMA Appendix	Appendix H
OMNIA Partners Documents	
Response for National Cooperative Contract	Exhibit A
Administration Agreement Example	Exhibit B
Master Intergovernmental Cooperative Purchasing Agreement	Exhibit C
OMNIA Partners Principle Procurement Agency Certificate	Exhibit D
OMNIA Partners Contract Sales Reporting	Exhibit E
Federal Funds Certifications	Exhibit F
New Jersey Business Compliance	Exhibit G
Advertising Compliance Requirement	Exhibit H

SECTION 1: GENERAL INFORMATION

1.1.0 Purpose & Objectives of the RFP

The purpose of this Request for Proposal ("RFP") is for qualified suppliers to prepare and submit a proposal to furnish Medical and Surgical Supplies in accordance with the requirements set forth in this RFP.

The overall objective of this RFP is to award multiple qualified suppliers that will assist UC San Diego in establishing a sustainable program that provides medical and surgical supplies, exceptional customer service and cost effective processes to all University of California (UC) campuses, medical centers, and laboratories on a needed basis.

Supplier agrees to make available the services to any UC location and other public agencies upon the terms, conditions and pricing set forth in an agreement awarded in response to the supplier's proposal. OMNIA Partners will be supporting our efforts to market the outcome of the solicitation nationally.

Scope of Work (SOW)

UC San Diego currently spends over \$300,000 on medical, surgical and related supplies and potential spend with the UC (10 Campus) system is \$3,600,000.

The intent of this solicitation is to establish the ability to purchase a comprehensive, wide variety of Medical and Surgical solutions, supplies, and services including, but not limited to, the following categories

1. Ambulatory Products;
2. Apparel and Textiles;
3. Bath Safety;
4. Beds, Equipment and Accessories;
5. Diagnostic Equipment;
6. Dietary Supplements;
7. Surgical or Examination Gloves;
8. Housekeeping Supplies;
9. Incontinent Care;
10. Infusion/IV Supplies;
11. Laboratory Supplies;
12. Medications (Over the Counter);
13. Medical Waste Disposal Supplies;
14. Needles and Syringes;
15. Ostomy and Urology Products;
16. Personal Care Products;
17. Respiratory Care;
18. Wound Care;
19. Rental of Equipment; and
20. Associated Services such as "kitting," product management, product optimization, inventory control, inventory management, etc.

The information above serves as an estimate only to assist suppliers while preparing proposals. The figures provided are indicative of the potential business volume and complexity of the account. ***However, the University does not and cannot guarantee any specific quantities or business volume during the agreement period or any extensions thereto.***

1.2.0 About UC San Diego

UC San Diego is an academic powerhouse and economic engine, recognized as one of the top public universities. Innovation is central to who we are and what we do. Students learn that knowledge isn't just acquired in the classroom—life is their laboratory. UC San Diego is dedicated to the advancement of knowledge through excellence in education and research at the undergraduate, graduate, professional school and postdoctoral levels. The campus is committed to community engagement, public service and industry partnerships in order to advance the health and well-being of our region, state, nation and the world. Our academic community of world-renowned faculty, bright students and dedicated staff is characterized by a culture of interdisciplinary collaboration and innovation which spans the globe. To foster the best possible working and learning environment, our university strives to maintain a climate of fairness, cooperation, and professionalism, which is embodied in our campus Principles of Community. UC San Diego embraces diversity, equity, and inclusion as essential ingredients of academic excellence in higher education. UC San Diego's rich academic portfolio includes seven undergraduate colleges, five academic divisions and five graduate and professional schools. The university's award-winning scholars are experts at the forefront of their fields with an impressive track record for achieving scientific, medical and technological breakthroughs.

1.3.0 About OMNIA Partners

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Exhibits A through H contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and nonprofits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the supplier, OMNIA Partners provides marketing and administrative support for the supplier that directly promotes the supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the supplier's need to respond to additional competitive solicitations. As such, the supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide supplier and respond to the OMNIA Partners documents (Exhibits A, F, and G).

While no minimum volume is guaranteed to the supplier, the estimated annual volume of Medical and Surgical Supplies purchased under the Master Agreement through OMNIA Partners is approximately \$50 million. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the supplier and OMNIA Partners.

1.4.0 Issuing Office and Communications Regarding the RFP

This RFP and any subsequent addenda to it is being issued by the University of California, San Diego Procurement Department. The UC San Diego Procurement Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP; and is the only office authorized to change, modify, clarify, etc., the specifications, terms and conditions of this RFP and any agreement(s) awarded as a result of this RFP. The University shall not be responsible for the failure of any prospective supplier to receive any subsequent addenda.

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to the RFP Administrator:

Andrea Orozco
 Procurement Buyer – Life Science
 UC San Diego IPPS

Phone: 858-534-5730
 Email: pur-anorozco@mail.ucsd.edu

Antony Esquer
 Procurement Supervisor – Life Science
 UC San Diego IPPS

Phone: 858-534-1479
 Email: amesquer@ucsd.edu

1.5.0 RFP Dates

Suppliers interested in submitting proposals in response to this RFP should do so according to the following schedule. Should suppliers fail to adhere to the dates and times (all times Pacific Time) for performance specified below, they will be disqualified.

Anticipated Action	Anticipated Action Date
Electronic RFP Issue Date	Friday, August 21, 2020
Pre-Proposal Zoom Call (Recommended)	August 26, 2020 9:00am (PST/PDT) https://ucsd.zoom.us/j/95680665355
Deadline for Supplier Q&A via Discussion Forum	August 31, 2020 at 5:00pm (PST/PDT)
University's Response to Supplier Q&A	September 9, 2020 at 5:00pm (PST/PDT)
Deadline for RFP Response	September 24, 2020 at 4:00pm (PST/PDT)
Evaluation Timeline	September 25, 2020 to September 30, 2020
Supplier's Finalist(s) Review	September 30, 2020 to October 12, 2020
Award Announced	October 13, 2020 at 4:00pm (PST/PDT)

Non-Mandatory Pre-Proposal Conference

Pre-Proposal Conference will be held on August 26th, 2020 at 9:00am PT (<https://ucsd.zoom.us/j/95680665355>). Attendance at this conference is not mandatory. If a supplier is unable to attend the Pre-Proposal Conference questions may be submitted in writing through the discussion board within CalUSource. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the Request for Proposal. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the University of California at this conference. The University of California will then determine the appropriate action necessary, if any, and may issue a written addendum to the Request for Proposal. Oral statements or instructions will not constitute an addendum to this Request for Proposal.

The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP. It is the supplier's responsibility to read the entire document and any addendums, and to comply with all requirements listed herein.

1.6.0 National Program

Include a detailed response to Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how the supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

The successful supplier will be required to sign Exhibit B, OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

1.7.0 Instructions for Submitting Proposals

All prospective suppliers must follow the format specified in this RFP. Submit your proposal using the CalUSource Public bid site, which is the University of California fully integrated web-based procurement solution for sourcing, contracting and spend that will be used for collaboration and efficiencies for this project. The registration for CalUSource is <https://calusource.net/login/>. On these pages, you'll find a variety of resources to support you in using CalUSource. For technical assistance, please contact support@gep.com. Incomplete proposals are subject to disqualification. No mailed, telephone, emailed, facsimiled, or late proposals will be considered. Unless the University is notified that the CalUSource portal is equally unavailable to all UC's qualified suppliers, the supplier's inability to enter their response into CalUSource will not be accepted as reason for a late response.

1.8.0 Proposal Format Guidelines

Submit your proposals via the CalUSource Questionnaire section. Proposals must provide a complete response to all requirements stated in the RFP and comply with the specifications and all legal requirements.

1.9.0 Proposal Evaluation and Contract Award

This solicitation, the evaluation of proposals and the award of any resulting agreement shall be made in conformance with applicable University policies and California law. The University reserves the right to withdraw this RFP provided it has not already awarded a contract to one of the suppliers or began negotiations with the apparent awardee(s). The University reserves the right to accept or reject proposals in part or in whole, without further discussion. In addition, the University may make multiple awards as a result of this solicitation. All documents submitted to UC San Diego on behalf of this RFP will become the exclusive property of the University and will not be returned. Additionally, the University of California reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, the University of California may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The University of California shall not reimburse the supplier for the costs associated with the interview process.

Any agreement(s) resulting from this RFP will be awarded to the responsive and responsible supplier(s) whose proposal, in the opinion of the University, offers the greatest benefit to the University when considering the total value, including, but not limited to, the quality of products, service, total cost, trade-ins, upgrades, available volume discounts, shipping, value added items and other miscellaneous charges.

Proposals will be evaluated by an assigned UC San Diego commodity team using a multiple-step evaluation method as outlined below:

Step 1: Proposals will be reviewed to determine if they are "administratively responsive": All required items provided, all deadlines met, all forms filled out completely, proposal formatted and submitted as required. In order

to comprehensively evaluate the proposals received, the University of California, may seek additional information or clarification from one or more of the suppliers.

Step 2: Qualitative responses will be evaluated by the University using a quality points system. The evaluators will examine each supplier's narrative response through the application of uniform criteria, evidencing its ability to meet or exceed the University's program requirements for Medical and Surgical Supplies. In addition to materials provided in the proposals, the evaluators *may* request additional information from the supplier and others which may include site visits, oral presentations, product testing, additional information or references to make their determination of quality points awarded; however, UC San Diego is under no obligation to pursue or consider any additional information not included in the original proposal.

Step 3: Financial (Pricing) Proposals will be reviewed to determine Total Cost.

Step 4: Sustainability Specifications

UC San Diego has a long history of being leaders in sustainability, including environmentally and socially responsible purchasing.

For example, in 2018, the University of California expanded its UC Sustainable Practices Policy to include environmentally preferable purchasing. Among other directives, these policies advise the UC to:

- Determine the appropriate sustainability requirements to be included in RFPs,
- Recognize and value the total cost of ownership, closed-loop systems, and contribution to LEED credits when evaluating suppliers,
- Recognize recycled content and third-party certifications, and negotiate better pricing on products with these recognized criteria where opportunities exist,
- Require suppliers to report quarterly on the UC's spend on environmentally preferable products,
- Require suppliers to document their packaging practices, verify compliance with the UC's packaging criteria, and work with its suppliers to establish end-of-life reuse, recycling, or "take-back" programs at no extra cost to the University.

In addition, the UC Sustainable Practices Policy identifies green building design and operation standards, a zero-waste by 2020 target, a climate neutrality goal by 2025, and stringent water consumption reduction goals.

Step 5: The supplier(s) may be selected as a finalist and undergo further evaluation or as an apparent awardee. These supplier(s) proposals will be reviewed to determine if they are financially responsible. Exclusive or concurrent negotiations may be conducted with responsible supplier(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Supplier(s) shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing supplier(s).

The University believes that previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Supplier's potential to successfully fulfill the requirements defined in this RFP. The University of California reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any supplier submitting a proposal.

Determination of Quality Points: All criteria listed in Section 2: Minimum Mandatory Requirements must be agreed to by supplier before any further response will be evaluated. Factors that will be used to evaluate proposals may include the following; however, other pertinent factors may also be considered:

Responsive proposals will be evaluated using a Best Value method. Best Value means the most advantageous balance of price/cost, quality, service performance and other elements, as defined by the University. University evaluators will determine the proposal's value by scoring the proposals based on a uniform set of weighted evaluation criteria. Each proposal's Best Value score will be the average of all evaluators' total scores awarded for the proposal. The University will then determine each proposal's price score by the following method. The University will have determined the maximum possible price score prior to the proposal due date. The proposal with the maximum possible price score will be considered the lowest responsive proposal.

All other responsive proposals will receive a proportion of the maximum possible price score equal to the quotient of the lowest proposal's cost divided by that proposal's cost. Each proposal's price score will be added to that proposal's quality point score to get that proposal's total score. The proposal with the highest total score will be considered the "Best Value". The proposal with the next highest total score will be considered the second-best value, and so on. The University will then determine if the Supplier submitting the best value proposal is responsible. The apparent RFP winner will be the responsible supplier submitting the best value proposal.

Example:

Sample Price/Cost Normalization	Total Price/Cost Points Available -500
Supplier #1: Low supplier at \$50,000 receives maximum points	500
Supplier #2: Next lowest supplier at \$55,000 receives 90.9% of max points	455
Supplier #3: Highest supplier at \$60,000 receives 83.3% of max points	417

1.10.0 Proposal Preparation Costs

All costs incurred in the preparation and submission of proposals and related documentation, including supplier presentations to UC San Diego, will be borne by the supplier.

1.11.0 Errors and Omissions

If the supplier discovers any discrepancy, error or omission in this RFP or any of its Attachments, Appendices, Exhibits or Addenda, UC San Diego should be notified immediately and a written clarification/notification will be issued to all suppliers who have been furnished a copy of this RFP for proposal purposes. No supplier will be entitled to additional compensation for any error or discrepancy that appears in the RFP where UC San Diego was not notified and a response provided.

1.12.0 Proposal Acceptance Period

All proposals shall remain available for University acceptance for a minimum of 120 days following the RFP closing date.

1.13.0 Initial Contract Term and Optional Renewal Term(s)

The anticipated term of any agreement issued as a result of this RFP will be for an initial period of five (5) years. The University may, at its option, exercise three (3) additional one-year extensions for a total of eight (8) years on the same terms and conditions.

1.14.0 Disclosure of Records and Confidentiality of Information

This RFP, together with copies of all documents pertaining to any award or agreement, if issued, shall be kept for the period required by law and made part of a file or record, which shall be open to public inspection. If the supplier's response contains any trade secrets or proprietary information that should not be disclosed to the public or used by University for any purpose other than evaluation of the response, the top of each sheet of such information must be marked with the following legend: "CONFIDENTIAL INFORMATION".

All information submitted as part of a response after an award has been made, must be open to public inspection (except items marked as "Confidential Information" and considered trade secrets under the California Public Records Act). Should a request for information be made of the University that has been designated as confidential by the supplier and on the basis of that designation, University denies the request for information; the supplier shall be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

A supplier may not distribute any announcements or news releases regarding this RFP without the prior written approval of the University.

1.15.0 Marketing References

The successful supplier shall be prohibited from making any reference to the University, in any literature, promotional material, brochures or sales presentations without the express written consent of the University of California with the exception of the approved marketing methods already approved in Lead Agency Marketing Plan.

The University of California trademarks are protected by Federal Trademark and California State laws. Any use, therefore, of any UC Trademarks is prohibited, in whole or in part, without the prior written consent of UC San Diego, as applicable.

1.16.0 Reporting Requirements

Supplier agrees to provide reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

1.17.0 Service Level Requirements

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide, but not limited to, the following minimum service standards:

Normal delivery	next business day
Rush delivery	within 4 hours
Pick up returns	within 2 business days
Request for reports	within 5 business days
Order fill rate	98%
Delivery accuracy	98%
Delivery, on-time	98%
Invoice/billing accuracy	98%
Customer service satisfaction	98%

1.18.0 Program Requirements

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and supplier-observed holidays. Supplier provides UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact the

supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery) - by 3:30 pm Pacific Time
Storehouse (drop ship delivery) - by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) hours after supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Rush Delivery Requirements. Supplier agrees to deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush delivery orders for same day delivery must be requested by UC prior to 1:00 pm Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts, to provide same day delivery for rush orders UC places after 1:00 pm Pacific Time.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Items under \$20.00 do not need to be physically returned to the Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back-order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. UC will approve the content and be responsible for the tabulation of these surveys.

No Minimum Order. There shall be no minimum order requirement.

No Substitutions. No substitutions of alternate items for products ordered will be permitted except with the express approval from authorized UC San Diego personnel. The supplier may not substitute or exchange a different brand or generic product or package size without written authorization.

1.19.0 Changes to the Services

UC may change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to the supplier describing the changes in appropriate detail. If an Amendment does not require the supplier to incur any additional material costs or expenses, then the supplier will make the modification within ten (10) business days of supplier's receipt of UC's Amendment. If an Amendment does require that supplier incur additional material costs or expenses, then supplier will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of supplier's receipt of UC's Amendment. UC will notify supplier in writing within ten (10) business days after receipt of supplier's response to the Amendment as to whether UC wishes supplier to implement the Amendment based on the response. UC will compensate supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

1.20.0 Right to Cancel/Modify

The University reserves the right to change any aspect of, cancel, or delay this RFP, the RFP process and/or the program outlined within this RFP at any time. Notice shall be provided in a timely manner thereafter. The University may award the contract without further discussion or may enter into negotiations with the apparent RFP winner. Should the apparent RFP winner fail to accept the award, the University may determine that the supplier has abandoned its Proposal. The University may then enter into negotiations with the responsible supplier submitting the second best value proposal. If that supplier fails to accept the award, the University may determine that that supplier has abandoned its proposal and enter into negotiations with the responsible supplier submitting the third best value proposal and so on to each successive responsible best value supplier until an award is made and accepted.

1.21.0 Right to Make No Award

The University reserves the right to reject all proposals and to make no award. Unless stated otherwise in this RFP, the University reserves the right to make multiple awards or to award items separately or in the aggregate as the interests of the University may appear.

1.22.0 Invoicing Method

UC San Diego has partnered with Transcepta Global Network for invoice automation. Participation is free and registration and connection only takes a few minutes. Transcepta accepts invoices in the following ways: email, virtual printer, cXML, and EDI. For more information on Transcepta refer to <https://ipps.ucsd.edu/supplier-resources/goods-services/invoicing/transcepta.html>.

1.23.0 Payment Method and Terms

As a UC San Diego supplier payment will be issued via Virtual Credit Card. Virtual Credit Card is a card-less Visa credit card product. Credit card number and credentials are emailed to your selected Accounts Receivable contact. Terms are net 10 days. Standard credit card processing fees apply. For more information on this payment method refer to <https://ipps.ucsd.edu/supplier-resources/goods-services/payments/virtual-card.html>.

1.24.0 Contract Form

Any contract awarded pursuant to this RFP will be in writing and incorporate the RFP requirements and specifications, as well the contents of the supplier's proposal as accepted by the University.

1.25.0 University of California Terms and Conditions of Purchase

The University of California Terms and Conditions of Purchase, Appendices, and Exhibits, unless specific exceptions are taken and alternative language or provisions are mutually agreed upon, shall be incorporated into the purchase agreement resulting from this RFP.

SECTION 2: MINIMUM MANDATORY REQUIREMENTS

Minimum Mandatory Requirements are defined as requirements essential to UC San Diego for proposal consideration. Disqualification from the RFP process may result from supplier's failure to agree and/or be in compliance with any one or more of the following requirements. Complete the form in CalUsource. Indicate acceptance by providing your initials.

- Proposals must be submitted via CalUsource in accordance with the timeline established in the Medical and Surgical Supplies RFP. No late proposals will be accepted. Any proposal received after the specified deadline for submission shall result in automatic disqualification.
- Suppliers may not collude.
- Suppliers must operate within the guidance of all federal and state labor codes.

- Proposals must not contain any provisions reserving the right to accept or reject an award or to enter into an agreement containing terms and conditions that are contrary to those in the solicitation.
- Suppliers must be able to maintain the necessary insurance (See Article 9 of the University of California Terms and Conditions of Purchase).
- Suppliers must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
- All suppliers must attach any business classifications and certifications.

In addition to the information required above, UC San Diego may request additional information from either the Supplier or others and may utilize site visits and Supplier presentations, as reasonably required by the University to verify the Supplier's ability to successfully meet the requirements of this RFP. The University also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Supplier's ability.

SECTION 3: PRICING

Supplier proposals must address all the listed requirements in the order presented with a response acknowledging an understanding of and approach to fulfilling the requirements.

3.1.0 Price Quotation

UC San Diego recognizes that each supplier may not carry exactly the same manufacturer's Medical and Surgical Supplies or lines. It is important to emphasize to all prospective suppliers that the designation/reference to any manufacturers, part numbers, product or brand trade names is NOT intended to limit proposals (be restrictive) from specific manufacturers, distributors or models, rather it is meant to convey the general style, type, character and quality desired for the intended use. If the supplier does not carry a particular brand as specified in the attachments, they are encouraged to quote a substitute with technical equivalence and equal unit of measure. Suppliers must provide the following pricing data:

1. Please complete Attachment 1, based on specified UC San Diego requirements as defined in this RFP.
2. Suppliers must provide the following pricing data:
 - a. Net UC San Diego price listed by item in Attachment 1. Suppliers must quote on the exact products specified on the attached Cost Proposal Spreadsheet or quote substitute Products of equivalent quality/performance/function by completing and uploading the Cost Proposal Spreadsheet. Supplier failure to comply with the requirements specified in this Paragraph may be subject to disqualification.
 - b. Net UC San Diego price, specified as a percentage discount from the published list price for Medical and Surgical Supplies not included in the Cost Proposal Worksheet, but which are available in the supplier's standard catalog. Also, at a minimum, suppliers must specify proposed discounts for the categories and related subcategories listed in section 1.1.0 Purpose & Objectives of the RFP, Scope of Work.
3. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, or any other value-added services.
4. Provide all available ordering methods – online ordering, order tracking, search options, and order history.

*Net (cost less discount) is defined as "all inclusive" including the various services to be provided. There shall be no separate charges, fees, handling or other incidental costs.

3.2.0 Price Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

3.3.0 Manufacturer Price Decreases

The supplier is advised that there is no mandatory use policy at UC San Diego. The supplier still must compete with other vendors for departmental orders. Therefore, it is essential that the manufacturer price decreases be passed on to the University immediately and the supplier agrees to do so. Further, the supplier will provide notice to UC San Diego of all such price changes in a timely manner. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, supplier may conduct sales promotions involving price reductions for a specified lesser period.

Supplier may offer products and pricing specific to a Participating Entity's requirements. In the event the supplier and Participating Entity agree to a pricing structure that may contain any item on the UC market basket of items pricing list with unit pricing lower than that being offered under the Contract, the UC agrees that such pricing is allowed to be offered to that Participating Entity, and is not required to be provided to the UC's or any other Participating Entity or group of Participating Entities, only if the total cost of purchase be no less than the UC contract unit price including supporting incentives and service.

3.4.0 New and Discontinued Items

UC San Diego recognizes that product additions and deletions to the selected supplier's offerings are likely to occur during the life of any resulting agreement from this RFP.

- **New Products:** Similar products will be categorized within awarded categories as defined and agreed to by UC San Diego with respect to discount structure, net price or total cost. If the supplier offers products that are substantially different from awarded categories, UC San Diego and the Seller may enter negotiations.
- **Discontinued Products:** Supplier shall notify the University sixty (60) Days in advance of any products being discontinued. Replacement of any discontinued product(s) should be offered to the University at the same price structure or better of the original product and with the expressed consent of UC San Diego.
- **Unit of Measurement Changes:** Supplier shall notify the University sixty (60) days in advance of any UOM changes.

3.5.0 Balance of Line/Comprehensive Product Offering

Each supplier awarded an item under this solicitation may offer their complete product and service offering for Medical and Surgical Supplies. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the supplier's retail price list. The pricing percentage discount offered must be entered on the Category Discount tab in the Cost Proposal Worksheet of the supplier's response. The University of California reserves the right to accept or reject any or all balance of line items offered. Each University of California campus may choose to require a supplier to restrict particular categories with their ecommerce offering. A successful supplier may or may not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

3.6.0 Federal Funds Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide supplemental alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.



ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by a UC Purchase Order ("PO") and the Master Agreement between UC and Supplier (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, by giving Supplier at least 30 calendar days' written notice. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. Either party may by written notice terminate the Agreement immediately for the other party's breach of the Agreement, in whole or in part, at any time, if the other party refuses or fails to comply with the provisions of the Agreement, or, in the case of Supplier, if Supplier so fails to make progress as to endanger performance or fails to supply the Goods and/or Services within the time specified or any written extension thereof, and the breaching party does not cure such failure within thirty (30) days.
- E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Unless otherwise specified in the Agreement or Purchase Order, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.



ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement and will be subject to inspection and test by UC at all times and places. All Goods and/or Services are subject to UC's inspection and review. Final inspection shall be at UC's premises unless otherwise agreed in writing. If any of the Goods and/or Services are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements of a Purchase Order, including any drawings and specifications ("Defective Goods and/or Services"), Supplier shall assist UC in working with the applicable manufacturer of the Goods and/or Services, to promptly correct or replace the Defective Goods and/or Services at UC's request.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not, again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties.

1. Supplier will pass through to UC, at the time of sale, any transferable warranties, indemnities and remedies provided to Supplier by the applicable manufacturer for the Goods and Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE EXTENT PERMITTED BY LAW, HENRY SCHEIN PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND UC SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON.
2. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; and (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



1. It complies with California and federal disability laws and regulations; and
 2. The Goods and/or Services will conform to the accessibility requirements of WCAG2.0AA.
 3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. **General Accessibility Requirements. Supplier warrants that:**
1. It will comply with California and federal disability laws and regulations;
 2. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. **Warranty of Quiet Enjoyment.** Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. **California Child Abuse and Neglect Reporting Act ("CANRA").** Where applicable, Supplier warrants that it complies with CANRA.
- H. **Debarment and Suspension.** Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. **UC Trademark Licensing Code of Conduct.** If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. **Outsourcing (Public Contract Code section 12147) Compliance.** Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. **UC Rights to Institutional Information.** Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any



information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all third party losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents or anyone directly or indirectly employed by Supplier, but only to the extent that such losses, expenses, damages and liabilities are due or claimed to be due to the negligence or willful misconduct of Supplier, its officers, employees, agents, or anyone directly or indirectly employed by Supplier. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000
 3. Personal and Advertising Injury \$ 1,000,000
 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type



information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs.

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 1. Each Occurrence \$ 1,000,000
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- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type



of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:

1. P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
2. P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 4. FAR 52.219-8, Utilization of Small Business Concerns;
 5. FAR 52.222-17, Non-displacement of Qualified Workers;
 6. FAR 52.222-21, Prohibition of Segregated Facilities;
 7. FAR 52.222-26, Equal Opportunity;
 8. FAR 52.222-35, Equal Opportunity for Veterans;
 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 10. FAR 52.222-37, Employment Reports on Veterans;
 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 12. FAR 52.222-41, Service Contract Labor Standards;



13. FAR 52.222-50, Combating Trafficking in Persons;
 14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -Requirements;
 15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 16. FAR 52.222-54, Employment Eligibility Verification;
 17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 19. FAR 52.224-3, Privacy Training;
 20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 21. FAR 52.233-1, Disputes; and
 22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 2. Clean Air Act. Supplier agrees 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).
 3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not 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.
 4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not 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.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating



to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in



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ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be shipped via UPS or equivalent at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Each of UC and Supplier acknowledges that it is subject to and agrees to abide by the United States laws and regulations controlling the export or transfer of information, technical data, software, items, materials, mockups/prototypes, biological materials and other items, (including the Arms Export Control Act ("AECA"), as amended, and enumerated in the International Traffic Arms Regulations ("ITAR") 22 CFR Parts 123 – 130, and the Export Administration Act ("EAA") of 1979 enumerated in the Export Administration Regulations ("EAR") 15 CFR Parts 730 through 774, and the Atomic Energy Act of 1954 ("AEA") (Public Law 83-703), and both the Nuclear Regulatory Commission ("NRC") 10 CFR Part 110 and the Department of Energy Regulations, 10 CFR Part 810 ("DER"). The transfer of such items and technical data may require a license from the cognizant agency of the U.S. Government or written assurances by UC that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency.

In the event that Supplier intends to transmit "export controlled items and information" to UC, Supplier shall, to the extent practicable, inform UC of the export classification (ECCN or USML classification) of the "export controlled items and information". Notwithstanding the foregoing, Supplier is not responsible by law to provide the ECCN or USML classification to UC of any 3rd party export controlled information or materials not exclusively generated, produced, manufactured or resulting from activities performed by the Supplier. Each party agrees it is responsible to obtain the ECCN or USML Category of received 3rd party information and to control said items to the level that the EAR or ITAR requires. Both parties agree that, while it is possible for Supplier to request a formal classification ruling and provide such determination to UC, Supplier is not required by law to do so. UC shall have the right to limit or decline receipt of "export controlled items and information."

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or



- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19– AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.
- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
1. Personally identifiable information,
 2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 3. Medical information as defined by California Civil Code § 56.05,
 4. Cardholder data,
 5. Student records, or
 6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
 - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);



- e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), and
- f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. **Required Disclosures of Institutional Information.** If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. **No Offshoring.** Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. **Conflict in Terms.** UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 21– UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. **Sustainability Marketing Standards.** Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. **Electronic Transfer of Supplier Information.** Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. **Packaging Requirements.** All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 1. Uses bulk packaging;
 2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 5. Uses locally recyclable or certified compostable material.
- D. **Foodservice Foam Ban.** As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. **Product Packaging Foam Ban.** Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable,



plant-based foams such as those derived from corn or mushrooms.

- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California



ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work Interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>) performed by a licensed public accounting firm (Independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX–GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

- (a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- (b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

Attachment B

Catalog Discount Program

Subject to the terms and conditions set forth in the Master Agreement, the purchase price for the Goods and Services not set forth in Attachment C and not noted as an exception on the below schedule shall receive the catalog discount as set forth below.

Henry Schein Inc.

Catalog Discount Program

** https://www.nxtbook.com/nxtbooks/henryschein/ssnfa_catalog_2019202/

- Catalog Discount:** 18% (based on published price)
- Qualifying Catalog¹:** All Products in any Catalog provided by Supplier other than those Products covered under Market Basket Items
- Exceptions:**
- Gatorade High School & Youth Pkg.²
 - Mueller M-Pack Packages³
 - Maico Products
 - Hawk Grips
 - NormaTec
 - Chattanooga Genesis Electrotherapy
 - Epi-Pens
 - Game Ready Products
- Hazardous materials are subject to Department Of Transportation Hazardous Materials handling charge of \$30.00
 - Office supplies are excluded from the Catalog Discount Program.
 - Prescription Items (i.e. Pharmaceuticals and Vaccines) are excluded from the Catalog Discount Program.
 - If you are interested in purchasing these products, please contact your local team Schein member for purchase and to ensure we have proper licensing.

¹ Current year published catalog

² Quaker Oats-Pepsico, manufacturers of Gatorade, prohibits the discounting of High School Hydration packages

³ Mueller Products prohibits the discounting of their M-Pack packages

**** Using our most recent year's searchable online catalog. Same percentage discount will apply**

- **Manufacturer freight charges will apply for all equipment (i.e. ice machines, furniture, etc.) and would be considered dock to dock delivery only. If inside delivery is needed, please call for arrangements and freight quote.**

ATTACHMENT C

Market Basket

I. **Market Basket Items**

The list of Market Basket items shall be provided by Supplier to UC in a separate electronic file.



Appendix B – Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

SECTION 5 – USER SUPPORT

(a) **UC Duties.** Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) **Supplier Duties.** Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) **Grant of License.** Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) **Modifications.** UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) **Acknowledgment.** Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) **UC Rights.** As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a punch-out catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than 1 online catalog per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: Due to items being discontinued, replaced and new models or manufacturers are added, items are removed and added periodically during the course of the year when necessary.
- Price Changes: We will adjust pricing based on manufacturer cost increases greater than 3%.

- Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system 10 working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: 1
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): N/A
- Categories blocked within Catalog: Office supplies, Vaccines



**Appendix C
Federal Government Contracts Special Terms and Conditions
(Non-Commercial Items or Services)**

As applicable, this paragraph and the clauses identified below from the Federal Acquisition Regulations ("FAR"), the Department of Defense ("DOD") FAR Supplement ("DFARS"), and the National Aeronautics and Space Administration ("NASA") FAR Supplement ("NFS") are incorporated herein by reference to the subcontract ("Subcontract") or purchase contract ("Order") to which this Appendix is attached. The date of the prime award determines the date of the clauses that are applicable. For purposes of this Subcontract/Order in the following clauses, the term "contract" shall mean "this Subcontract/Order"; the term "Contractor" shall mean "Subcontractor/Seller"; and the terms "Government" and "Contracting Officer" shall mean "University" (except with respect to FAR clauses 52.215-2, 52.227-2, 52.227-11, and 52.227-14, DFARS clauses 252.227-7013 and 252.227-7037, and NFS clauses 1852.227-14 and 1852.227-70, in which cases "Government" means "United States Government").

THE FOLLOWING PROVISIONS OF THE FAR APPLY REGARDLESS OF THE AMOUNT OF THIS SUBCONTRACT/ORDER:

FAR 203-3 Gratuities (Applies to Subcontracts/Orders under prime contracts with executive agencies. The coverage regarding exemplary damages applies only to Subcontracts/Orders under DOD prime contracts).

FAR 52.203-5 Covenant against Contingent Fees.

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government.

FAR 52.203-7 Anti-Kickback Procedures (Excluding subparagraph (c)(1) of the clause).

FAR 203-10 Price or Fee Adjustment for Illegal or Improper Activity.

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.

FAR 52.203-14 Display of Hotline Poster(s) (Applies to this Subcontract/Order if performance is within the U.S. and its outlying areas).

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

FAR 52.204-2 Security Requirements (Applies if this Subcontract/Order involves access to classified information, unless the conditions in FAR 4.404(d) apply).

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Applies if Subcontractor/Seller will

have routine physical access to a federally-controlled facility or information system).

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

FAR 52.211-5 Material Requirements (Applies to Subcontracts/Orders for supplies).

FAR 52.211-15 Defense Priority and Allocation Requirements (Applies to Subcontracts/Orders when the prime contract is a rated order).

FAR 52.215-2 Audit and Records --Negotiation (Applies to negotiated cost-reimbursement, incentive, time and materials, labor hours, or price determination Subcontracts/Orders or when Subcontractor/Seller is required to furnish certified cost or pricing data, or cost, funding or performance reports).

FAR 52.216-7 Allowable Cost and Payment (Applies to cost-reimbursement or time and materials Subcontract/Orders. For time and materials Subcontract/Orders, applies to the material portion of the work).

FAR 52.216-8 Fixed-Fee (Applies to cost plus fixed-fee Subcontracts/Orders, excluding construction).

FAR 52.216-10 Incentive Fee (Applies to cost plus incentive fee Subcontracts/Orders).

FAR 52.216-11 Cost Contract – No Fee (Applies to cost – no fee Subcontracts/Orders, excluding cost sharing Subcontracts/Orders).

FAR 52.216-12 Cost Sharing Contract – No Fee (Applies to cost sharing – no fee Subcontracts/Orders).

FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Applies if this

Subcontract/Order requires or involves the employment of laborers and mechanics, unless any of the exceptions in FAR 22.305 apply).

FAR 52.222-21 Prohibition of Segregated Facilities.

FAR 52.222-22 Previous Contracts and Compliance Reports.

FAR 52.222-37 Employment Reports on Veterans.

FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Applies if this Subcontract/Order involves hazardous material).

FAR 52.223-5 Pollution Prevention and Right-to-Know Information (Applies to Subcontracts/Orders where work is performed at a federal government facility).

FAR 52.223-6 Drug-Free Workplace (Applies to Subcontracts/Orders that are performed within the U.S. and its outlying areas).

FAR 52.223-7 Notice of Radioactive Materials (Applies to Subcontracts/Orders for supplies which are or contain covered radioactive material).

FAR 52.223-10 Waste Reduction Program (Applies to Subcontracts/Orders that require operation of a government facility or support services on a government facility).

FAR 52.223-11 Ozone-Depleting Substances (Applies if the work under this Subcontract/Order was manufactured with or contains ozone-depleting substances and was performed within the U.S. and its outlying areas).

FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving.

FAR 52.224-1 Privacy Act Notification (Applies if this Subcontract/Order requires the design, development or operation of a system of records on individuals required to accomplish an agency function).

FAR 52.224-2 Privacy Act (Applies if this Subcontract/Order requires the design, development or operation of a system of records on individuals required to accomplish an agency function).

FAR 52.225-1 Buy America Act – Supplies (Applies if the work under this Subcontract/Order contains other than domestic components and exceeds the micro-purchase threshold but does not exceed \$25,000).

FAR 52.225-8 Duty-Free Entry (Applies to Subcontracts/Orders for supplies that will be imported into the Customs Territory of the U.S.).

FAR 52.225-13 Restrictions on Certain Foreign Purchases.

FAR 52.227-9 Refund of Royalties (Applies to negotiated fixed-price Subcontracts/Orders when royalties may be paid).

FAR 52.227-10 Filing of Patent Applications – Classified Subject Matter (Applies if the work under this Subcontract/Order or any patent application may cover classified subject matter).

FAR 52.227-11 Patent Rights - Ownership by the Contractor (Applies to Subcontractors/Sellers who are classified as small business concerns or domestic non-profit organizations and if this Subcontract/Order is for experimental, development or research work).

FAR 52.227-13 Patent Rights - Ownership by the Government (Applies if Subcontractor/Seller is not located in U.S. or agency head makes "exceptional circumstances" determination).

FAR 52.227-14 Rights in Data - General (With Alternate IV if Subcontractor/Seller is an educational institution. Does not apply to Subcontracts/Orders under DOD prime contracts if DFARS 252.227-7013 applies).

FAR 52.229-3 Federal, State and Local Taxes (Applies to fixed-price Subcontracts/Orders that are performed within the U.S. and its outlying areas, unless the conditions in FAR 29.401-3(b) apply).

FAR 52.232-1 Payments (Applies to fixed-price Subcontracts/Orders for supplies or services).

FAR 52.232-7 Payments under Time and Materials and Labor Hour Contracts (Applies to time and materials and labor hour Subcontracts/Orders).

FAR 52.232-20 Limitation of Cost (Applies if this is a fully funded cost-reimbursement Subcontract/Order).

FAR 52.232-22 Limitation of Funds (Applies if this is an incrementally funded cost-reimbursement Subcontract/Order).

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applies if Subcontractor/Seller is a small business concern and the clause is contained in the prime contract).

FAR 52.237-2 Protection of Government Buildings, Equipment and Vegetation (Applies to this

Subcontract/Order if work is performed on a government installation, excluding construction).

FAR 52.242-15 Stop-Work Order (Applies to Subcontracts/Orders for supplies, services, research and development).

FAR 52.245-1 Government Property (Applies to Subcontracts/Orders that meet the requirements of FAR 45.107(a)).

FAR 52.247-63 Preference for U.S.–Flag Air Carriers (Applies if this Subcontract/Order involves international air transportation).

FAR 52.247-67 Submission of Transportation Documents for Audit (Applies to cost-reimbursement Subcontract/Orders where transportation will be reimbursed as a direct charge).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$25,000:

FAR 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act (Applies to Subcontracts/Orders for supplies or services involving the furnishing of supplies, excluding information technology supplies, for use within the U.S. that exceed \$25,000 but do not exceed \$191,000).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$30,000:

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Applies to first-tier Subcontractors/Sellers that meet the thresholds specified in subparagraphs (d)(3) and (g)(2) of the clause).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD, CURRENTLY \$150,000:

FAR 52.203-16 Preventing Personal Conflicts of Interest (Applies to Subcontracts/Orders that require services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department).

FAR 52.209-5 Certification Regarding Responsibility Matters.

FAR 52.215-14 Integrity of Unit Prices.

FAR 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (Applies if FAR 52.215-23 or 52.215-23 Alternate I apply to this Subcontract/Order).

FAR 52.215-23 Limitation on Pass-Through Charges (Applies if this is a cost-reimbursement Subcontract/Order in excess of the simplified acquisition threshold. If this is a Subcontract/Order under a DOD prime contract, then this clause applies to cost-reimbursement and fixed-price Subcontracts/Orders that exceed \$750,000, except those types listed in FAR 15.408(n)(2)(i)(B)(2)).

FAR 52.222-2 Payment for Overtime Premiums (Applies to cost-reimbursement Subcontracts/Orders, unless the conditions in FAR 22.103-5(b) apply).

FAR 52.222-17 Nondisplacement of Qualified Workers (Applies to Subcontracts/Orders when services are to be performed: (1) under service prime contracts; (2) that succeed Subcontracts/Orders for performance of the same or similar work at the same location; and (3) that are not exempted by FAR 22.1203-2 or waived in accordance with FAR 22.1203-3).

FAR 52.222-40 Notification of Employee Rights under the National Labor Relations Act (Applies to Subcontracts/Orders that are performed within the U.S. and its outlying areas, unless exempted by the Secretary of Labor).

FAR 52.227-1 Authorization and Consent (Applies to this Subcontract/Order only if the prime contract contains this clause).

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Applies to this Subcontract/Order if FAR 52.227-1 applies).

FAR 52.227-3 Patent Indemnity, Alternate I (Applies to Subcontracts/Orders for noncommercial items when delivery of commercial items may occur).

FAR 52.242-13 Bankruptcy.

FAR 52.244-5 Competition in Subcontracting (Applies to Subcontracts/Orders, unless the conditions at FAR 44.204(c) apply).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$191,000:

FAR 52.225-5 Trade Agreements (Applies to Subcontracts/Orders for supplies or services involving the furnishing of supplies, excluding information technology supplies, for use within the U.S. that are

subject to the WTO GPA or are exempt from the Buy American Act).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$700,000:

FAR 52.219-9 Small Business Subcontracting Plan (Applies to Subcontracts/Orders that involve subcontracting possibilities and when FAR 52.219-9 applies. Does not apply to small business concerns).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$750,000:

FAR 52.214-26 Audit and Records – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.214-28 Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and for negotiated Subcontracts/Orders).

FAR 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and for negotiated Subcontracts/Orders).

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Applies to this Subcontract/Order if FAR 52.215-10 applies).

FAR 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Applies to this Subcontract/Order if FAR 52.215-11 applies).

FAR 52.215-15 Pension Adjustments and Asset Reversions (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-16 Facilities Capital Cost of Money (Applies if this Subcontract/Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor/Seller proposed facilities capital cost of money in its offer).

FAR 52.215-17 Waiver of Facilities Capital Cost of Money (Applies if this Subcontract/Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor/Seller did not propose facilities capital cost of money in its offer).

FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-19 Notification of Ownership Changes (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or other than certified cost or pricing data).

FAR 52.215-21 Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data – Modifications (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or other than certified cost or pricing data).

FAR 52.230-2 Cost Accounting Standards (Applies to Subcontracts/Orders covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applies to Subcontracts/Orders covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-5 Cost Accounting Standards -- Educational Institution (Applies to Subcontracts/Orders with educational institutions covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-6 Administration of Cost Accounting Standards (Applies to this Subcontract/Order if FAR 52.230-2, 52.230-3, 52.230-4 or 52.230-5 applies).

THE FOLLOWING PROVISIONS OF THE DFARS APPLY ONLY TO SUBCONTRACTS/ORDERS FUNDED BY THE DOD:

DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Applies to first-tier Subcontracts/Orders that exceed the simplified acquisition threshold, currently \$150,000).

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights.

DFARS 252.203-7003 Agency Office of the Inspector General (Applies when FAR 52.203-13 applies to this Subcontract/Order).

DFARS 252.203-7004 Display of Hotline Posters (Applies to Subcontracts/Orders that exceed \$5,500,000 and will be performed within the U.S. Applies in lieu of FAR 52.203-14).

DFARS 252.204-7000 Disclosure of Information (Applies to Subcontracts/Orders when the Subcontractor/Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public).

DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls.

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

DFARS 252.204-7015 Disclosure of Information to Litigation Support Contractors.

DFARS 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (Applies if this Subcontract/Order exceeds \$150,000).

DFARS 252.211-7003 Item Unique Identification and Valuation (Applies if this Subcontract/Order requires the work to contain unique item identification).

DFARS 252.211-7007 Reporting of Government-Furnished Property (Applies to Subcontracts/Orders when FAR 52.245-1 is contained in the prime contract and Subcontractor/Seller is in possession of Government Property).

DFARS 252.215-7000 Pricing Adjustments (Applies if FAR 52.215-12 or 52.215-13 applies to this Subcontract/Order).

DFARS 252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Applies if FAR 52.219-9 applies to this Subcontract/Order and if this Subcontract/Order exceeds \$700,000).

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (Applies to Subcontracts/Orders that exceed \$700,000 that offer subcontracting possibilities when FAR 52.219-9 and DFARS 252.219-7003 do not apply).

DFARS 252.222-7000 Restrictions on Employment of Personnel.

DFARS 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (Applies to Subcontracts/Orders that exceed \$1,000,000).

DFARS 252.223-7001 Hazard Warning Labels (Applies if this Subcontract/Order requires the delivery of hazardous materials and the furnishing of hazardous materials data sheets).

DFARS 252.223-7006 Prohibition on Storage, Treatment and Disposal of Toxic or Hazardous Materials (Applies if this Subcontract/Order requires, may require, or permits access to a DOD installation).

DFARS 252.225-7001 Buy American and Balance of Payments Program (Applies if the work under this Subcontract/Order contains other than domestic components).

DFARS 252.225-7002 Qualifying Country Sources as Subcontractors (Applies to this Subcontract/Order if DFARS 252.225-7001, 252.225-7021 or 252.225-7036 applies).

DFARS 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award (Applies if this Subcontract/Order exceeds \$700,000 and is performed outside the U.S.).

DFARS 252.225-7013 Duty-Free Entry (Applies in lieu of FAR 52-225-8).

DFARS 252.225-7021 Trade Agreements (Applies if the work under this Subcontract/Order contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5).

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments.

DFARS 252.225-7031 Secondary Arab Boycott of Israel (Does not apply if FAR 52.204-7 applies).

DFARS 252.225-7033 Waiver of United Kingdom Levies (Applies if this Subcontract/Order is with a United Kingdom entity and exceeds \$1,000,000).

DFARS 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program.

DFARS 252.225-7043 Antiterrorism/Force Protection for Defense Contractors outside the U.S. (Applies to Subcontracts/Orders that require performance or travel outside the U.S.).

DFARS 252.225-7048 Export-Controlled Items.

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Applies to Subcontracts/Orders for services or supplies that exceed \$500,000).

DFARS 252.227-7013 Rights in Technical Data - Noncommercial Items (Applies if the prime DOD contract contains this clause and only if noncommercial technical data or computer software are to be obtained under this Subcontract/Order; the same alternates or additions/deletions, if any, that are in the prime DOD contract clause also apply, suitably modified, to this Subcontract/Order. Applies in lieu of FAR 52.227-14).

DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Applies if this Subcontract/Order requires delivery of noncommercial software. Applies in lieu of FAR 52.227-14).

DFARS 252.227-7015 Technical Data--Commercial Items (Applies to Subcontracts/Orders for noncommercial items when it may also require the delivery of technical data pertaining to commercial items).

DFARS 252.227-7016 Rights in Bid or Proposal Information (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-2014 or 252.227-2018 applies).

DFARS 252.227-7017 Identification and Assertion of Use, Release or Disclosure Restrictions (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-7014 or 252.227-7018 applies).

DFARS 252.227-7019 Validation of Asserted Restrictions -- Computer Software (Applies if this Subcontract/Order involves delivery of computer software).

DFARS 252.227-7025 Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends (Applies to this Subcontract/Order if the government provides data marked with other contractors' restrictive legends).

DFARS 252.227-7026 Deferred Delivery of Technical Data or Computer Software (Applies to this Subcontract/Order when it is in the government's best interest to defer delivery of technical data).

DFARS 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Applies to this Subcontract/Order if a firm requirement for a particular data item(s) has not been established prior to contract award but there is a potential need for the data).

DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (Applies to this Subcontract/Order if the delivery of technical data is required).

DFARS 252.227-7030 Technical Data - Withholding of Payment (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-7014 or 252.227-7018 applies).

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Applies to this Subcontract/Order if DFARS 252.227-7013 applies).

DFARS 252.227-7038 Patent Rights - Ownership by the Contractor (Large Business) (Applies if: (1) Subcontractor/Seller is not a small business or non-profit organization subject to FAR 52.227-11; and (2) the Subcontract/Order is for experimental, developmental, or research work).

DFARS 252.227-7039 Patents – Reporting of Subject Inventions (Applies to this Subcontract/Order if FAR 52.227-11 applies).

DFARS 252.228-7001 Ground and Flight Risk (Applies to Subcontracts/Orders for the acquisition, development, production, modification, maintenance, repair, flight or overhaul of aircraft unless an exception listed at DFARS 228.370(b)(1) applies).

DFARS 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Applies to Subcontracts/Orders that involve the manufacture, modification, overhaul, or repair of aircraft, missiles and space launch vehicles).

DFARS 252.231-7000 Supplemental Cost Principles (Applies to Subcontracts/Orders subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6 or 31.7).

DFARS 252.235-7002 Animal Welfare (Applies to Subcontracts/Orders requiring research on live vertebrate animals).

DFARS 252.235-7003 Frequency Authorization (Applies if this Subcontract/Order requires developing, producing,

constructing, testing, or operating a device requiring a frequency authorization).

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services (Applies to Subcontracts/Orders which require securing telecommunications).

DFARS 252.239-7018 Supply Chain Risk (Applies if this Subcontract/Order involves the development or delivery of any information technology, whether acquired as a service or as a supply).

DFARS 252.243-7001 Pricing of Contract Modifications (Applies to fixed-price Subcontracts/Orders).

DFARS 252.246-7001 Warranty of Data (Applies to this Subcontract/Order if DFARS 252.227-7013 applies).

DFARS 252.246-7003 Notification of Potential Safety Issues (Applies if this Subcontract/Order is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system).

DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Applies if this Subcontract/Order is for electronic parts or assemblies containing electronic parts).

DFARS 252.247-7023 Transportation of Supplies by Sea (Applies if this Subcontract/Order is for noncommercial items and exceeds \$25,000. Applies in lieu of FAR 52.247-64 in all Subcontracts/Orders for transportation of supplies by sea.)

DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (Applies to this Subcontract/Order if transportation of supplies by sea is not anticipated at contract award but later becomes necessary during contract performance).

DFARS 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Applies if this Subcontract/Order exceeds \$700,000 and is under a DOD prime contract for major defense systems).

THE FOLLOWING PROVISIONS OF THE NFS APPLY ONLY TO SUBCONTRACTS/ORDERS FUNDED BY NASA:

NFS 1852.203-71 Requirement to Inform Employees of Whistleblower Rights.

NFS1852.204-75 Security Classification Requirements (Applies to this Subcontract/Order if it involves access to or generation of classified information).

NFS1852.204-76 Security Requirements for Unclassified Information Technology Resources.

NFS1852.208-81 Restrictions on Printing and Duplicating (Applies to Subcontracts/Orders that require duplicating and copying in excess of the limits specified in subsection (c) of the clause).

NFS1852.209-71 Limitation on Future Contracting.

NFS1852.211-70 Packaging, Handling and Transportation (Applies to Subcontracts/Orders for components of Class I, II or III items).

NFS1852.219-75 Individual Subcontracting Reports (Applies if this Subcontract/Order includes FAR 52.219-9).

NFS1852.223-70 Safety and Health Measures and Mishap Reporting (Applies to this Subcontract/Order if any of the conditions of NFS 1823.7001(a) exist).

NFS1852.223-71 Authorization for Radio Frequency Use (Applies if this Subcontract/Order requires the development, production, test or operation of a device for which a radio frequency is required).

NFS1852.223-72 Safety and Health (Short Form) (Applies if this Subcontract/Order exceeds the micro-purchase threshold, currently \$3,500, and does not contain NFS1852.223-70).

NFS1852.223-73 Safety and Health Plan (Applies to this Subcontract/Order if NFS 1852.223-70 applies).

NFS1852.223-74 Drug- and Alcohol-Free Workforce (Applies to Subcontracts/Orders exceeding \$5,000,000 if work is performed by an employee of a Subcontractor/Seller in a sensitive position, or if NFS 1852.246-70 applies).

NFS1852.223-75 Major Breach of Safety or Security (Applies to Subcontracts/Orders that exceed \$500,000).

NFS1852.225-70 Export Licenses.

NFS1852.227-11 Patent Rights - Ownership by the Contractor (Applies if this Subcontract/Order includes experimental, developmental, or research work and Subcontractor/Seller is a small business concern or domestic non-profit organization. This clause modifies FAR 52.227-11).

NFS1852.227-14 Rights in Data – General (Applies if the prime NASA contract contains this clause and Subcontractor/Seller is not an educational institution performing research under this Subcontract/Order. This clause modifies FAR 52.227-14).

NFS1852.227-19 Commercial Computer Software – Restricted Rights (Applies to this Subcontract/Order if the conditions at NFS 1827.409(k)(i) are met. This clause modifies FAR 52.227-19).

NFS1852.227-70 New Technology – Other Than a Small Business Firm or Nonprofit Organization (Applies if this Subcontract/Order is for experimental, developmental, or research work to be performed within the U.S. and its outlying areas by other than a small business concern or non-profit organization).

NFS1852.227-71 Requests for Waiver of Rights to Inventions (Applies to this Subcontract/Order if NFS 1852.227-70 applies).

NFS1852.227-72 Designation of New Technology Representative and Patent Representative (Applies to this Subcontract/Order if FAR 227-11 or NFS1852.227-70 applies).

NFS1852.227-85 Invention Reporting and Rights – Foreign (Applies to Subcontracts/Orders performed outside the U.S. by non-domestic contractors where the performance of research, experimental design, engineering or developmental work is contemplated).

NFS1852.227-86 Commercial Computer Software - License (Applies to the purchase of existing computer software under this Subcontract/Order in accordance with FAR 27.405(b)(2). Applies in lieu of FAR 52.227-19).

NFS 1852.227-88 Government-Furnished Computer Software and Related Technical Data.

NFS1852.228-76 Cross-Waiver of Liability for International Space Station Activities (Applies to Subcontracts/Orders that exceed the simplified acquisition threshold, currently \$150,000, that involve "Protected Space Operations" relating to the International Space Station).

NFS1852.228-78 Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station (Applies to Subcontracts/Orders that exceed the simplified acquisition threshold, currently \$150,000, that involve "Protected Space Operations" for launches and activities not related to the International Space Stations).

NFS1852.231-71 Determination of Compensation Reasonableness (Applies to cost-reimbursement or non-competitive fixed-price Subcontracts/Orders for services, not research, exceeding \$750,000 and to service Subcontractors/Sellers whose aggregate Subcontracts/Orders are more than 10% of prime contract).

NFS1852.236-73 Hurricane Plan (Applies to Subcontracts/Orders for construction at sites that experience hurricanes).

NFS1852.237-70 Emergency Evacuation Procedures (Applies to Subcontracts/Orders performed on a NASA installation).

NFS1852.237-71 Pension Portability (Applies if this Subcontract/Order is for services and meets the conditions of paragraph (b) of the clause).

NFS1852.237-72 Access to Sensitive Information (Applies to Subcontracts/Orders that may involve access to sensitive information).

NFS1852.237-73 Release of Sensitive Information (Applies to Subcontracts/Orders that may involve access to sensitive information).

NFS1852.242-71 Travel Outside of the United States (Applies if this Subcontract/Order requires travel outside the U.S. that will be charged direct to the Subcontract/Order).

NFS1852.242-72 Denied Access to NASA Facilities (Applies if work under this Subcontract/Order will be performed at a NASA installation).

NFS1852.242-73 NASA Contractor Financial Management Reporting (Applies if the amount of this Subcontract/Order exceeds \$750,000).

NFS1852.242-78 Emergency Medical Services and Evacuation (Applies if this Subcontract/Order requires travel outside the U.S. or to remote locations within the U.S.).

NFS1852.244-70 Geographic Participation in the Aerospace Program (Applies if the prime NASA contract exceeds \$500,000 and the amount of this Subcontract/Order exceeds \$100,000).

NFS1852.245-70 Contractor Requests for Government-Furnished Property (Applies to cost-reimbursement Subcontracts/Orders).

NFS1852.245-72 Liability for Government Property Furnished for Repair or Other Services (Applies to fixed-price, time and material, and labor hour

Subcontracts/Orders, except for experimental, developmental, or research work with educational or nonprofit institutions, where no profit is contemplated, for repair, modification, rehabilitation, or other servicing of government property, if such property is to be furnished to a contractor for that purpose and no other government property is to be furnished).

NFS1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (Applies if this Subcontract/Order involves the acquisition or furnishing of property of if Subcontractor/Seller will otherwise possess NASA property).

NFS1852.245-74 Identification and Marking of Government Equipment (Applies to this Subcontract/Order if FAR 52.245-1 applies or the delivery of supplies is required).

NFS1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1 (Applies to this Subcontract/Order if accountability of government property is required).

NFS1852.245-77 List of Government Property Furnished Pursuant to FAR 52.245-2 (Applies to this Subcontract/Order if FAR 52.245-2 applies).

NFS1852.246-73 Human Space Flight Item (Applies if this Subcontract/Order is for human space flight hardware or flight related equipment).

NFS1852.247-71 Protection of the Florida Manatee (Applies if Subcontractor/Seller is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting his proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - -Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name Henry Schein, Inc

Signature of Company Representative 

Representative Name Jeff Klingler

Title VP & GM, Enterprise Health

Date 9/23/2020

APPENDIX E

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offer or, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, ---

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offer or shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Certified by:

Henry Schein, Inc.
Company Name _____
Signature or Company Representative  _____
Jeff Klingler
Representative Name _____
VP & GM, Enterprise Health
Title _____
Date 9/23/2020 _____

APPENDIX F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror:

Is is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Has has not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Is is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

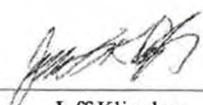
THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror no responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate the contract resulting from this solicitation for default.

SIGNATURE:  _____
PRINTED NAME: Jeff Klingler _____
COMPANY NAME: Henry Schein, Inc. _____
DATE: 9/23/2020 _____

FEMA CONTRACT ADDENDUM¹

This Agreement and/or Purchase Order is in response to the COVID-19 pandemic, and is eligible for FEMA reimbursement under section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). Accordingly, the following additional terms apply to this Agreement and/or Purchase Order. To the extent of any conflict between the terms set forth in this Addendum and other terms set forth in the Agreement and/or Purchase Order, the terms of this Addendum shall control.

1. Remedies. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
2. Termination for Cause or Convenience. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
1. Clean Air Act and Federal Water Pollution Act. Supplier agrees 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).
2. Suspension and Debarment.
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Supplier is required to verify that none of the Supplier's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Supplier must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to UC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

¹ This addenda applies in the event UC seeks federal reimbursement from FEMA for procurements. Refer to the body of the Alert for guidance on inclusion of each term.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
3. Byrd Anti-Lobbying Amendment. Suppliers who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.
4. Procurement of Recovered Materials. (i) In the performance of this contract, Supplier shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. (ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. (iii) Supplier also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
5. Access to Records. The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.
6. Changes. The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:
 - a. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
 - b. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
 - c. Changes in the status of the parties;
 - d. Changes in flow down terms from external parties; and

e. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

7. DHS Seal, Logo, and Flags. The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
8. Compliance with Federal Law, Regulations, and Executive Orders. Supplier acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. Supplier will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
9. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to UC, Supplier, or any other party pertaining to any matter resulting from the contract.
10. Program Fraud and False or Fraudulent Statements or Related Acts. The Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.

Upon acceptance of payment and/or shipment of Goods and/or Services pursuant to this Agreement or Purchase Order, the terms of this Addendum shall be interpreted to be accepted by Supplier.]

EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California, San Diego (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Medical and Surgical Supplies. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master

Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner

compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Henry Schein Response:

Henry Schein, Inc. (NASDAQ:HSIC) is a solutions company for health care professionals powered by a network of people and technology. With more than 19,000 Team Schein Members (Henry Schein employees) worldwide, the Company's network of trusted advisors provides more than 1 million customers globally with more than 300 valued solutions that improve operational success and clinical outcomes. Over the course of 88 years, Henry Schein, Inc. has frequently reinvented the organization to meet customer needs, taking advantage of new technologies and tapping into burgeoning markets. Henry Schein has a sales and marketing approach that is uniquely integrated, with approximately 3,400 field sales consultants (including equipment sales specialists), approximately 2,100 telesales representatives, and more than 170 equipment sales and service centers worldwide. A Fortune 500[®] Company and a member of the S&P 500[®] and the NASDAQ 100[®] indexes, Henry Schein is headquartered in Melville, N.Y., and has operations or affiliates in 31 countries. The Company's sales from continuing operations reached \$10 billion in 2019, and have grown at a compound annual rate of approximately 13% since Henry Schein became public in 1995.

B. Total number and location of sales persons employed by Supplier.

Henry Schein Response:

Henry Schein has a sales and marketing approach that is uniquely integrated, with more than 3,400 field sales consultants (including equipment sales specialists), more than 2,100 telesales representatives, 90 Strategic account managers, Regional/National account managers, Capital equipment, clinical/point of care lab specialists and more than 170 equipment sales and service centers worldwide

C. Number and location of support centers (if applicable) and location of corporate office.

Henry Schein Response:

Henry Schein has 5 US distribution/call centers:

1. Midwest Distribution Center
5315 W. 74th St, #138
Indianapolis, IN, 46268
2. Southwest Distribution Center
1001 Nolen Drive #400
Grapevine, TX 76051
3. Southeast Distribution Center
8691 Jesse B. Smith Court
Jacksonville, FL 32219
4. Western Distribution Center
255 Vista Blvd, #104
Sparks, NV 89434
5. Northeast Distribution Center
41 Weaver Road
Denver, PA 17517

Henry Schein also has a certified redistribution center in Bastian, VA.

Corporate headquarters information is below:

135 Duryea Road
Melville, NY 11747
Phone: 1-631-843-5500

D. Annual sales for the three previous fiscal years.

- a. **Submit FEIN and Dunn & Bradstreet report.**

Henry Schein Response:

Federal Number:	11-3136595
DUN Number:	01-243-0880

In addition, we have provided a link below to our annual report that outlines our credit worthiness and financial stability.

<http://investor.henryschein.com/static-files/0c29fed7-a13e-47bc-9aaa-d855c8773e1d>

E. Describe any green or environmental initiatives or policies.

Henry Schein Response:

At Henry Schein, Inc., we believe that an important part of "helping health happen" is protecting the health of planet earth. Committed to doing our part, Henry Schein embraces environmental stewardship as a pillar of our corporate social responsibility efforts. As a trusted advisor to our customers, we help health professionals who are concerned about the environment to "green" their practice. We work with more than 19,000 Team Schein Members around the world to ensure that each member of the Henry Schein family has the tools and information they need to minimize our footprint on the environment. At Henry Schein, Inc., we firmly believe, together we can make a difference.

How is Henry Schein Green?

LEED Certification

- Each of our offices in Melville, NY achieved LEED (Leadership in Energy and Environment Design) Certification. This certification recognizes that our corporate offices have been designed to conserve energy and water, reduce waste and greenhouse gas emissions, and be safe and healthier for workers. According to the U.S. Green Building Council, companies that participate in the LEED process demonstrate "leadership, innovation, environmental stewardship and social responsibility".

Lighting

- We have made significant improvements to the energy efficiency of the lighting in our facilities.
- 100% of the Henry Schein Dental Sales and Service Centers have energy efficient fluorescent lighting.
- Motion-activated light sensors, installed throughout our offices, also significantly drive down energy consumption.
- Corporate Facilities team replaced all the metal halide parking lot light fixtures with technologically advanced LED site lighting in Melville, NY.
- More than 28% reduction in energy consumption at U.S. distribution centers.

Heating and Air-Conditioning Improvements

- Over the past decade, the heating and air-conditioning technology at our operations has been upgraded to modern efficiency standards.
- Our Henry Schein Dental Sales and Service Centers use solar film on facilities' windows to control temperature and energy leakage.
- Melville East, one of the buildings at our headquarters, replaced outdated and inefficient fuel oil boilers with two new condensing style dual-fuel boilers for improved equipment efficiency.
- Melville West, a second building at our headquarters, added a "cool roof" membrane made of single-ply, tri-polymer alloy with reflective characteristics, thereby reducing our reliance on air conditioning to control temperatures.

Greenhouse Gas Emission Reduction

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

Recycling

- In our facilities' throughout the world, we have programs to recycle aluminum, glass, computers, electronic equipment, printers and toner cartridges.
- Team Schein Members are encouraged to bring in old cellphones, un-needed cellphone chargers, as well as cellphone and electronic cables to be safely recycled.
- Separate waste containers have been placed at each desk in our buildings to allow for the separation of trash and paper.
- Corrugated cardboard accumulated from packing materials are collected during the day and evenings by our housekeeping staff and deposited into an on-site compactor.
- At distribution centers, we are especially diligent about recycling all materials. Nearly 50,000 metric tons of materials were recycled at U.S. distribution centers.

eMSDS

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

Global Reflections

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

Plant a Tree for Me Program

When you purchase a new computer from Henry Schein TechCentral, the experts in dental computer systems, we'll plant a tree in partnership with Dell's Plant a Tree for Me Program.

Computer Hardware Recycling Program

Protect your practice data when you recycle your old computers with Henry Schein TechCentral. Henry Schein's TechCentral experts offer a convenient Computer Hardware Recycling Program to securely destroy hard drive data and to responsibly dispose of obsolete office technology. We recycle your old

equipment according to strict environmental standards or resell it to benefit Henry Schein Cares, our global social responsibility program.

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Henry Schein Response:

As a company with direct federal contracts, Henry Schein maintains a company-wide government approved small business subcontracting plan in accordance with the FAR mandate. Henry Schein endeavors to work with its customer's in good faith to identify mutually beneficial opportunities, determined in accordance with our government approved subcontracting plan, to utilize the services of diversified businesses. Our goal as a company is to provide the largest assortment of products and the best available service to our customers while also working with them to meet their individual goals regarding their Diversity programs and Social Responsibility efforts.

- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

- c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

- d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

- e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

Henry Schein Response:

Henry Schein does not hold any of the certifications outlined in Section G.

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Henry Schein Response:

Henry Schein maintains a company-wide government approved small business subcontracting plan in accordance with the FAR mandate. Henry Schein endeavors to work with its customer's in good faith to identify mutually beneficial opportunities, determined in accordance with our government approved subcontracting plan, to utilize the services of diversified businesses.

- I. Describe how supplier differentiates itself from its competitors.

Henry Schein Response:

We have more than 88 years of experience in distributing products to health care practitioners resulting in strong awareness of the Henry Schein brand. Our competitive strengths include:

- **A focus on meeting our customers' unique needs.** We are committed to providing customized solutions to our customers that are driven by our understanding of the market and reflect the technology-driven products and services best suited for your practice needs.
- **Direct sales and marketing expertise.** Our sales and marketing efforts are designed to establish and solidify customer relationships through emphasizing our broad product lines, including exclusive distribution agreements, competitive prices and ease of order placement.
- **Broad product and service offerings at competitive prices.** We offer a broad range of products (medical, surgical, pharmaceutical, laboratory, equipment) and services through one ordering platform.
- **Technology and other value-added products and services.** We sell practice management software systems to our customers. Our practice management solution provide our customers with electronic medical records, billing, accounts receivable analyses and management, electronic claims processing and many other features.
- **Repair Services.** We have over 170 equipment sales and service centers worldwide that provide a variety of repair, installation and technical services for our health care customers for a fee.
- **Commitment to superior customer service.** We maintain strong commitment to providing superior customer service. We frequently monitor our customer service through customer surveys, focus groups and statistical reports. Our customer service policy primarily focuses on:
 - *Exceptional order fulfillment.* We ship an average of approximately 124,000 cartons daily. Approximately 99% of items ordered are shipped without back ordering and are shipped on the same business day the order is received.

Streamlined ordering process. Customers may place orders 24 hours a day, 7 days a week by mail, fax, telephone, email, Internet and by using our computerized order entry systems.

- **Integrated management information systems.** Our information systems generally allow for centralized management of key functions, including accounts receivable, inventory, accounts payable, purchasing, sales and order fulfillment. These systems allow us to deliver superior customer service and monitor daily operations statistics, among other things.
- **Cost-effective purchasing.** We believe that cost-effective purchasing is a key element to maintaining and enhancing our position as a competitive-pricing provider of health care products. We continuously evaluate our purchase requirements and suppliers' offerings and prices in order to obtain products at the lowest possible cost.
- **Efficient distribution.** We distribute our products from our strategically located distribution centers. We strive to maintain optimal inventory levels in order to satisfy customer demand for prompt delivery and complete order fulfillment. These inventory levels are managed on a daily basis with the aid of our management information systems. Once an order is entered, it is electronically transmitted to the distribution center nearest our customer's location and a packing slip for the entire order is printed for order fulfillment.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Henry Schein Response:

From time to time, we have been and may become a party to legal proceedings, including, without limitation, product liability claims, employment matters, commercial disputes, governmental inquiries and investigations (which may in some cases involve our entering into settlement arrangements or consent decrees), and other matters arising out of the ordinary course of our business. While the results of any legal proceeding cannot be predicted with certainty, in our opinion none of these matters had or are currently anticipated to have a material adverse effect on our ability to perform under the bid or any contract resulting therefrom.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Henry Schein Response:

Henry Schein is a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Henry Schein Response:

Henry Schein does not have any debarment or suspension actions taken against Henry Schein.

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Henry Schein Response:

Whether you need medical disposables, vaccines, equipment, computers, office supplies, or large practice management software solutions, Henry Schein is the single resource for all of your medical supply needs.

Henry Schein's global sourcing capabilities and relationships have built a comprehensive product portfolio that includes over 120,000 national brand, generic, and Henry Schein brand products to address your medical/surgical, pharmaceutical, and equipment needs. We are focused on your quality care initiatives – from prevention to diagnosis and treatment.

- Disposable medical products
- Pharmaceuticals (name brand and generic)
- Diagnostic equipment
- Vaccine
- Flu
- Surgical instruments
- Laboratory analyzers and supplies
- Exam room supplies and equipment
- Orthopedic Soft Goods
- Office Supplies
- Athletic supplies and equipment
- Medical waste removal
- Telemedicine
- Covid testing
- PPE supplies
- Henry Schein has a robust Private Label offering

If a new product, not currently offered in our inventory, is requested, we will work with our manufacturers and supply partners to stock or locate a comparable product.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Henry Schein Response:

Henry Schein has five Mega Distribution Centers throughout the country. If a product is not available from your primary distribution center, the item will be shipped from the next closest center.

Henry Schein distribution centers are open from 6am to 10pm (local time for shipping purposes) although some distribution centers may have alternate hours for receiving personnel and administrative offices. Normal shipping days are Monday – Friday. Orders received in our distribution centers by 5pm local time are processed for shipping same day.

Henry Schein, Inc. can service the entire United States including Hawaii and Alaska (certain fees may apply).

- C. **Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.**

Henry Schein Response:

A unique product formulary can be developed which includes contract items that the Principal Procurement Agency wants promoted and made available to its practices (leased, managed or owned clinics) as well as its affiliates. This product formulary will be loaded in the Henry Schein contract system and each Principal Procurement Agency ship-to location will be linked to the contract file. This ensures consistent contract pricing for all sites. This list can be used as a tool by the Henry Schein sales team to ensure the promotion of vendors and products selected by the Principal Procurement Agency. It is a custom catalog of products unique to the Principal Procurement Agency featuring only the products that the Principal Procurement Agency wants promoted and sold to its facilities. This formulary will be integrated into the electronic order processing program.

A unique sales plan can be created for the Principal Procurement Agency that will link all eligible contracts and will keep pricing consistent across all locations.

- D. **Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

Henry Schein Response:

Henry Schein is the #1 healthcare partner of global logistics leader UPS. Through this partnership, we benefit from global logistics innovation, technology and substantial reach in even the most remote areas. UPS delivers more ground packages than any other carrier. Delivering over 10 million ground packages on-time every day in the U.S. Our strategic partnership with UPS dates back more than 20 years. Each year, Henry Schein ships more than 32 million parcels with UPS to health care.

professionals around the world. UPS drivers get to know our customer's business needs and are an extension of the Henry Schein brand.

- E. **Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**

Henry Schein Response:

Below is a listing of all distribution centers throughout the country:

1. Midwest Distribution Center
5315 W. 74th St. #138
Indianapolis, IN, 46268
2. Southwest Distribution Center
1001 Nolen Drive #400
Grapevine, TX 76051
3. Southeast Distribution Center
8691 Jesse B. Smith Court
Jacksonville, FL 32219
4. Western Distribution Center
255 Vista Blvd, #104
Sparks, NV 89434
5. Northeast Distribution Center
41 Weaver Road
Denver, PA 17517

3.3 Marketing and Sales

- A. **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:**
- i. **Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
 - ii. **Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

Henry Schein Response:

Over the past 10 years, Henry Schein has successfully implemented over 1,100 implementations for higher education institutions and health systems. An essential component of a reliable distribution partner is the ability to onboard new sites seamlessly without interrupting delivery of care.

The Implementation Team at Henry Schein is recognized for facilitating a best-in-class onboarding experience in non-acute care settings. Our Implementation team is poised with business acumen as each team member has extensive training and brings a deep and diverse experience to every aspect of engagement. Our team guides new customers through the onboarding process—by understanding each key function area including but not limited to: contracts, credits, sales, supply chain, and solutions.

The implementation process is critical to ensure a smooth transition. A project implementation plan will be created to assign specific tasks to both Principal Procurement Agency and Henry Schein team members. Henry Schein will prepare a collaborative project plan for Principal Procurement Agency that will meet the needs of each location. The basis for this plan will be created by performing business discovery and planning meetings to determine the specific needs and requirements for each location. Tasks will be assigned to both parties with an end goal of establishing a “Go Live” date. Examples of the tasks include the following: web training, credit line established, licensure verification, etc. This project plan may be reviewed with the appropriate Principal Procurement Agency leadership team to solicit input and make any adjustments.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**
- i. Creation and distribution of a co-branded press release to trade publications**
 - ii. Announcement, Master Agreement details and contact information published on the Supplier’s website within first 90 days**
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days**
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**

- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Henry Schein Response:

Henry Schein cannot comply with all of the above.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Henry Schein Response:

Henry Schein will allow other agencies that join the University of California during the term of any contract awarded, as long as they do not currently have a contract in place with Henry Schein or are in the process of negotiating or have a current Bid with Henry Schein.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Henry Schein Response:

Henry Schein complies.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing

Henry Schein Response:

Henry Schein prices its products competitively and takes into consideration many factors in arriving at the proper pricing, terms and conditions for each of its customers, taking into account, among other factors, price, financing terms, shipping costs, insurance, regulatory fees, customer and market type, sales support spending, marketing materials, national and cooperative advertising spending, end-user incentives, rebates and technical support. Given all of these variable factors as well as Henry Schein's size, its multiple independent divisions and product lines, as well as its diverse client base and markets in which it operates, we have found that it is not possible to conduct an accurate or comprehensive competitive comparison of our agreements from customer to customer.

- iii. No cost to participate
- iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Henry Schein Response:

Henry Schein complies with the above.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

a. Executive Support

Bradley Patterson
Director-University Medical/Athletics
Mobile: 630-880-1311
Office: 630-636-9169
Brad.Patterson@henryschein.com

b. Marketing

Laura Keuchler
Associate Market Development Manager
Strategic Marketing, Specialty Markets
Mobile: 631-327-0263
Laura.Keuchler@henryschein.com

c. Sales

TBD as national map will be shared based on member location.

d. Sales Support

TBD as national map will be shared based on member location.

e. Financial Reporting

Bradley Patterson
Director-University Medical/Athletics
Mobile: 630-880-1311
Office: 630-636-9169
Brad.Patterson@henryschein.com

Jordan Peixoto
Bids Administrator
Office: 631-390-8000 Ext. 222-8658
Jordan.Peixoto@henryschein.com

f. Accounts Payable

TBD as national map will be shared based on member location.

g. Contracts

Bradley Patterson
Director-University Medical/Athletics
Mobile: 630-880-1311
Office: 630-636-9169
Brad.Patterson@henryschein.com
Contracts@henryschein.com

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Henry Schein Response:

Henry Schein's national sales force is structured as a VP, Zone Managers, Regional Manager, Field Sales Consultant, Telesales/Customer Care, Clinical Lab, Point of Care, and Capital Equipment Representatives.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Henry Schein Response:

The Sales Director will collaborate with OMNIA Partners on targets and/or members on program, comarket materials, and member contact with sales team to satisfy individual member's needs.

- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Henry Schein Response:

Henry Schein will work with cooperative for interest and/or onboarding members. Create accounts, link to national program, assign to sales team and implement program seamlessly.

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Henry Schein Response:

Henry Schein values the confidentiality of our vendor relationships and is unable to disclose this information at this time as we considered this proprietary information. If selected, HSI will provide a small list of references that are currently not in conflict with this award.

- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Henry Schein Response:

Henry Schein has a robust website for ordering and has the ability to interface with any eProcurement system utilizing industry standard protocols such as EDI, cXML, and PunchOut.

- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one

\$ _____ .00 in year two

\$ _____ .00 in year three

Henry Schein Response:

Henry Schein will not guarantee contract sales but will pay admin fees of 1% on all sales per member under the agreement as outlined of customer electing to utilize contract as primary.

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Henry Schein Response:

Henry Schein will allow other agencies that join the University of California during the term of any contract awarded, as long as they do not currently have a contract in place with Henry Schein or are in the process of negotiating or have a current Bid with Henry Schein.

- \ Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a

breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JK Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(E) 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 CFR Part 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES JK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

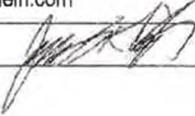
Offeror's Name: Henry Schein, Inc.

Address: City, State, and Zip Code: 135 Duryea Road Melville NY 11747

Phone Number: (800) 851-0400 Fax Number: (866)738-8999

Printed Name and Title of Authorized Representative: Jeff Klingler

Email Address: Bid Dept@henryschein.com

Signature of Authorized Representative:  Date: 9/23/2020

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted to the FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Commented [JG1]: Remove if solicitation is not for potential construction work

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief

or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means

of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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.
- d. 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each

calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure

Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Henry Schein, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Jeff Klingler VP Enterprise health

Name and Title of Contractor's Authorized Official

9/23/2020

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by

any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Henry Schein, Inc

Address, City, State, and Zip Code: 135 Duryea Road Melville NY 11747

Phone Number: (800) 851-0400 Fax Number: (866) 738-8999

Printed Name and Title of Authorized Representative: Jeff Klingler VP Enterprise health

Email Address: Biddept@henry.schein.com

Signature of Authorized Representative: _____



Date: _____

9/23/2020

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Henry Schein, Inc.

Street: 135 Duryea Road

City, State, Zip Code: Melville, NY 11747

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Jeff Klingler, an authorized representative of Henry Schein, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
The Vanguard Group	100 Vanguard Blvd Malvern, PA 19355	12.05%
Longview partners LLP	Thames Court 1 Queenhithe, London EC4V 3RL United Kingdom	10.40%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

9/23/2020

Date


Authorized Signature and Title
 VP GM Enterprise Health

NON-COLLUSION AFFIDAVIT

Company Name: Henry Schein, Inc.

Street: 135 Duryea Road

City, State, Zip Code: Melville, NY 11747

State of New York

County of Suffolk

I, Jeff Klingler of Melville
the Henry Schein, Inc. City
Name City

in the County of Suffolk, State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am the VP GM Enterprise Health of the firm of Henry Schein, Inc.
Henry Schein, Inc. VP GM Enterprise Health Henry Schein, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Henry Schein, Inc.
Company Name


Authorized Signature & Title
VP GM Enterprise Health

Subscribed and sworn before me
this 24th day of Sept, 2020

Annemarie Hoffmann
Notary Public of SUFFOLK
My commission expires , 20

SEAL

ANNEMARIE HOFFMANN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6035164
Qualified in Suffolk County
My Commission Expires 12-27-2021

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Henry Schein, Inc.
Street: 135 Duryea Road
City, State, Zip Code: Melville, NY 11747

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

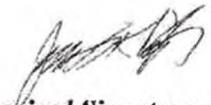
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

9/23/2020

Date


Authorized Signature and Title
VP GM Enterprise Health

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

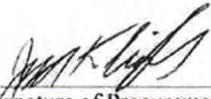
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE
DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

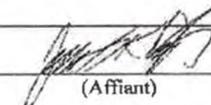
Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	
(Notary Public)	(Affiant)
My Commission expires:	<u>Jeff Klingler, VP GM Enterprise Health</u> (Print name & title of affiant)
	(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EXHIBIT I – Henry Schein Return Policy

WE CANNOT ACCEPT ANY RETURNS WITHOUT PRIOR AUTHORIZATION. To arrange for a return, simply call our Customer Service department or contact your Sales Consultant. The following conditions must be complied with:

- All returns must be accompanied by a copy of your invoice and a reason for the return.
- Merchandise must be returned in its original container, unmarked, and properly packaged.
- Returned products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to a restocking fee.
- Shortages or errors in shipments must be reported within seven (7) days of invoice date to issue credit (if applicable).
- Shipping charges will apply on all returns.

Exceptions:

The following special, customized, or government-regulated items are not returnable:

- Immune globulin products
- Special order items (products that we do not ordinarily stock)
- Personalized and imprinted items
- Opened computer hardware and software
- Hazardous/flammable materials
- Expired products
- Items that cannot be returned to the manufacturer
- Any item marked nonreturnable
- Items required to be shipped and stored frozen
- Any drop-shipped products

Equipment:

Opened and used equipment may not be returned for credit. Before opening equipment, we suggest that you check the shipping container and packaging list to ensure that you are getting exactly what you ordered. Equipment must be returned in the original unopened packaging, unmarked and properly packaged. Special order equipment is not returnable. All equipment returns are subject to a restocking fee. Equipment is backed by the manufacturer's repair or replacement warranty. Please read and return all warranty information required immediately upon taking delivery of your new equipment. Open or defective equipment will be covered by manufacturer's warranty.

Prescription Drug Returns:

Please note that, in order to comply with Federal and State traceability requirements, prescription drugs may be returned providing that the following key elements are met:

1) Returns of prescription drugs will only be accepted if HSI is notified within 30 calendar days of shipment date and valid return authorization is issued by HSI. 2) The Prescription Drug Marketing Act requires any customer returning prescription drugs to complete and return a Prescription Drug Return Authorization form. Federal law requires that the healthcare entity returning prescription drugs document that the product was kept under proper storage and handling conditions while in their possession and during the return of the product. To get a copy of the form and proper return authorization, please contact Customer Service. 3) In addition, traceability regulations require that the healthcare entity returning prescription drugs certifies that the product being returned is the same exact product purchased from HSI. 4) Henry Schein will not issue credit for any returned prescription drugs which return was not authorized as provided herein, have been tampered with or where the labeling has been altered in any way.

Electronic Record and Signature Disclosure



Certificate Of Completion

Envelope Id: AFF75FF08A404A2D9FA5B4B6EC4F4CED

Status: Completed

Subject: Agreement 2021002973.pdf

Source Envelope: CA15462C1E134492895595C64DE9BD89

Document Pages: 240

Signatures: 0

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Andrea Orozco

9500 Gilman Dr.

La Jolla, CA 92093

anorozco@ucsd.edu

IP Address: 132.239.180.157

Record Tracking

Status: Original

7/15/2021 3:06:53 PM

Holder: Andrea Orozco

anorozco@ucsd.edu

Location: DocuSign

Signer Events

Signature

Timestamp

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Brad Patterson

Brad.Patterson@henryschein.com

Security Level: Email, Account Authentication (None)

VIEWED

Sent: 7/15/2021 3:08:27 PM

Viewed: 7/15/2021 3:31:34 PM

Using IP Address: 174.208.192.183

Viewed using mobile

Electronic Record and Signature Disclosure:

Accepted: 7/15/2021 3:31:34 PM

ID: 38eaf062-1277-4871-8ae4-38610af4a3e9

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

7/15/2021 3:08:27 PM

Certified Delivered

Security Checked

7/15/2021 3:31:34 PM

Completed

Security Checked

7/15/2021 3:31:34 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
000000102811	HENRY SCHEIN		Active	Inactive	
✓ 000000102812	HENRY SCHEIN INC		Active	Inactive	
000000102813	ORTHO ORGANIZERS INC.		Active	Inactive	
000000102814	SULLIVAN SCHEIN DENTAL		Active	Inactive	

From 1 to 4 of 4 First Prev Next Last [Attachments](#)

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#)

General Info

Vendor/Customer: 000000102812	Restrict Use by Department: <input type="checkbox"/>
Legal Name: HENRY SCHEIN INC	Miscellaneous Account: <input type="checkbox"/>
Alias/DBA: <input type="text"/>	Internal Account: <input type="checkbox"/>
Vendor Active Status: Active <input type="text"/>	Third Party Only: <input type="checkbox"/>
Vendor Approval Status: Complete <input type="text"/>	Third Party Vendor: <input type="checkbox"/>
Customer Active Status: Inactive <input type="text"/>	Third Party Customer: <input type="checkbox"/>
Customer Approval Status: Incomplete <input type="text"/>	Inventory Customer: <input type="checkbox"/>
Location Name: <input type="text"/>	Healthcare Provider: <input type="checkbox"/>
First Name: <input type="text"/>	Never Archive: <input type="checkbox"/>
Middle Name: <input type="text"/>	Restrict VSS Access: No <input type="text"/>
Last Name: <input type="text"/>	Discontinue - No New Business: <input type="checkbox"/>
Company Name: HENRY SCHEIN INC	Prevent MA Reference: <input type="checkbox"/>
Previous Name: <input type="text"/>	PunchOut Enabled: <input type="checkbox"/>
Previous Street: <input type="text"/>	Re-PunchOut Enabled: <input type="checkbox"/>
Previous City: <input type="text"/>	Electronic Order Enabled: <input type="checkbox"/>
Previous State/Province: <input type="text"/>	W-9 Received: <input type="checkbox"/>
Previous Country: <input type="text"/>	W-9 Received Date: <input type="text"/>
	W-8 Received: <input type="checkbox"/>
	W-8 Received Date: <input type="text"/>
	Accepts Credit Cards: <input type="checkbox"/>
	Active From: 02/06/1995 <input type="text"/>
	Active To: <input type="text"/>
	Last Usage Date: 12/22/2023 <input type="text"/>
	Department: <input type="text"/>
	Unit: <input type="text"/>

▶ **Headquarters**

▶ **Organization**

▶ **Disbursement Options**

▶ **Prenote/EFT**

▶ **Remittance Advice**

▶ **Vendor Terms**

▶ **Accounts Receivable**

▶ **eMALL**

▶ **Location Information**

▶ **Fee and Vendor Compliance Holds**

Fee Exempt: <input type="checkbox"/>	Tax Clearance: <input type="checkbox"/>
Registration Application Date: 06/07/2017 <input type="text"/>	Unemployment Insurance: <input type="checkbox"/>
Registration Effective Date: 06/07/2017 <input type="text"/>	Worker's Compensation: <input type="checkbox"/>
Registration Expiration Date: 06/07/2018 <input type="text"/>	Secretary of State Registration: <input type="checkbox"/>
Pre-Registration Code: <input type="text"/>	Federal Debarred: <input type="checkbox"/>

▶ **Executive Compensation**

▶ **Additional Information**

▶ **Travel**

▶ **Change Management**

[Top](#)
CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)

UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#) [Vendor Business Types By Commodity](#)

SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#) [Vendor Service Areas](#) [VCM Query](#)

[Historical Vendor Information](#) [Vendor Notes](#)

[Vendor Transaction History](#)