

# Solicitation Number: RFP #020723

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carolina Biological Supply Company, 2700 York Road, Burlington, NC 27215-3398 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Laboratory and Science Equipment, Supplies, and Related Technology and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 10, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

# 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

# 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

# 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at governmentowned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

# 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

 The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

# 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay a 1.5% administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

# **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

#### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### A. INTELLECTUAL PROPERTY

- 1. Grant of License. During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

## 3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

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

## **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

- 1. Nonperformance of contractual requirements, or
- 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

• Exercise any remedy provided by law or equity, or

• Terminate the Contract or any portion thereof, including any orders issued against the Contract.

#### **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

 Workers' Compensation and Employer's Liability.
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

\$500,000 each accident for bodily injury by accident \$500,000 policy limit for bodily injury by disease \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance*. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance*. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits: \$2,000,000 per occurrence \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

#### **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

#### **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

# 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. 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 nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

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

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

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

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

# 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Carolina Biological Supply Company

DocuSigned by: Jeremy Schwartz -C0FD2A139D06489. By:

Jeremy Schwartz Title: Chief Procurement Officer

4/4/2023 | 10:30 PM CDT Date: By: DocuSigned by: Gray Amick 08B266792BD241B...

Gray Amick Title: Contract Manager 4/10/2023 | 11:28 AM PDT Date: \_\_\_\_\_

Approved:

By: TE42BBF817A64CC... Chad Coauette Title: Executive Director/CEO 4/10/2023 | 1:37 PM CDT Date:

# RFP 020723 - Laboratory and Science Equipment, Supplies, and Related Technology and Services

## **Vendor Details**

| Company Name:  | Carolina Biological Supply Company |
|--|------------------------------------|
| Does your company conduct<br>business under any other name? If<br>yes, please state: | N/A                                |
| Adduces  | 2700 York Rd                       |
| Address:   | Burlington, NC 27215               |
| Contact:   | Gray Amick                         |
| Email:   | Gray.Amick@carolina.com            |
| Phone:   | 336-586-4422                       |
| Fax:   | 800-222-7112                       |
| HST#:  | 56-0364367                         |
|  |                                    |

#### **Submission Details**

| Created On:             | Tuesday January 03, 2023 11:16:22    |
|-------------------------|--------------------------------------|
| Submitted On:           | Monday February 06, 2023 07:16:06    |
| Submitted By:           | Gray Amick                           |
| Email:                  | Gray.Amick@carolina.com              |
| Transaction #:          | 14b8452b-fb2c-46e7-9540-d8608f3f915f |
| Submitter's IP Address: | 192.226.108.194                      |
|                         |                                      |

#### Specifications

#### Table 1: Proposer Identity & Authorized Representatives

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

| Line<br>Item | Question   | Response *   |   |
|--------------|--|--|---|
|              | Proposer Legal Name (one legal entity only):<br>(In the event of award, will execute the<br>resulting contract as "Supplier")  | Carolina Biological Supply Company   | * |
|              | Identify all subsidiary entities of the Proposer<br>whose equipment, products, or services are<br>included in the Proposal.  | N/A  | * |
|              | Identify all applicable assumed names or DBA<br>names of the Proposer or Proposer's<br>subsidiaries in Line 1 or Line 2 above.   | N/A  | * |
|              | Provide your CAGE code or Unique Entity<br>Identifier (SAM):   | CAGE: 59896<br>SAM: ZFWXGL8D5915   | * |
| 5            | Proposer Physical Address:   | 2700 York Road<br>Burlington, NC 27215-3398  | * |
| 6            | Proposer website address (or addresses):   | www.carolina.com   | * |
|              | Proposer's Authorized Representative (name,<br>title, address, email address & phone) (The<br>representative must have authority to sign<br>the "Proposer's Assurance of Compliance" on<br>behalf of the Proposer and, in the event of<br>award, will be expected to execute the<br>resulting contract): | Gray Amick<br>Contract Manager<br>2700 York Road<br>Burlington, NC 27215-3398<br>Gray.Amick@carolina.com<br>336 586-4422 | * |
|              | Proposer's primary contact for this proposal<br>(name, title, address, email address & phone):   | Gray Amick<br>Contract Manager<br>2700 York Road<br>Burlington, NC 27215-3398<br>Gray.Amick@carolina.com<br>336 586-4422 | * |
|              | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | N/A  |   |

#### **Table 2: Company Information and Financial Strength**

| Line<br>Item | Question | Response * |  |
|--------------|----------|------------|--|
|              | Question | Response * |  |

| 10 | Provide a brief history of your company,   | World-Class Support for Science Education Since 1927   |
|----|--|--|
|    | including your company's core values,<br>business philosophy, and industry longevity<br>related to the requested equipment, products<br>or services. | We began in 1927 as a vision of what a science supplier could be, and we still<br>embody that future-focused visionary perspective. At Carolina, we are constantly<br>striving to improve and innovate to be the best we can be, always aiming for<br>excellence in everything that we do.   |
|    |  | Since the time we were founded by Dr. Thomas E. Powell Jr., a young geology and biology professor at Elon College, we have prioritized people, and because of the dynamic people behind our company, we have been able to enjoy a successful tenure as a leading science supplier in the decades since we were established. With over 37 different departments, each employee plays a key role in our success. If you happened to tour our facilities, you would likely be fascinated by all the amazing things you'd see happening here.  |
|    |  | Dr. Powell instilled 3 key words into every person he hired: innovation, quality, and service. He based these 3 principles on the belief that Carolina staff members remained a part of education and functioned as partners with colleagues working in the classroom.   |
|    |  | We Culture, Collect, Develop, and Test Our Products  |
|    |  | Carolina is an extraordinary company. From technical science expertise to business<br>and leadership acumen, we are fortunate to have a broad range of strengths. Many<br>of our employees also have a background in education, which we draw upon to<br>create effective products and learning tools that get results.  |
|    |  | We do our own field collection, grow many of our own cultures, prepare specimens<br>for classroom study, and develop/test many of our new products right here at our<br>Burlington, NC facilities. We work in partnership with educators and scientists<br>outside of Carolina to make sure we have a substantial, diverse offering.   |
|    |  | In addition to serving schools, colleges, and governmental agencies, our products have also been used by the scientific and health communities. Carolina has also supplied NASA scientists with various products for their important work, including use in outer space.   |
|    |  | Innovating Since 1927  |
|    |  | If you walk our campus, you'll be captivated by the vibrant atmosphere and the flurry<br>of activity that makes you wonder what amazing thing will be revealed next. Carolina<br>takes pride in being the first company to provide an electrophoresis gel that is very<br>low in toxicity and does not need UV to see through. We developed FlyNap to<br>anesthetize fruit flies so they can be studied. We were also the first company to<br>develop and provide an easy-to-use food supply for fruit flies.  |
|    |  | We have the largest single butterfly species production on the east coast. Our<br>butterfly building, (yes, building) is simply a fantastic experience. While walking<br>through this wonderland, you are surrounded by the different stages of the butterfly<br>life cycle. It doesn't take long before you are taken with that child-like wonder of<br>discovering nature.   |
|    |  | About Our Products and Services  |
|    |  | Everything you need for science education—including living organisms, preserved specimens, anatomical models, laboratory chemicals and equipment, microscopes, prepared microscope slides, CTE (health science) products, STEM products, and more—can be purchased directly from Carolina. We specialize in serving the traditional K-12/college classroom and lab. We also provide a Knowledge Center with free articles, resources, and teaching tools for educators as well as NGSS* compliant products, many of which are remote applicable. Additionally, many of our products are also geared to help you and your students get the most out of remote learning. |
|    |  | Our Vision:<br>To be the leading hands-on science education company in the country.  |
|    |  | Our Mission:<br>To provide educators the finest products that help students of ages learn and<br>understand science.   |
|    |  | For a comprehensive look at our company, see the "Upload Additional Document" tab/Additional Sourcewell Documents/Carolina Sourcewell Comprehensive Contract Information.  |

| 11 | What are your company's expectations in the event of an award?  | Carolina is a proud current Sourcewell contract holder. This has been a great<br>opportunity for our company. It has provided us with both the opportunity to increase<br>sales with existing customers and customer acquisition. We hope the fact that we<br>are an approved Sourcewell vendor has brought additional value to Sourcewell as<br>well. We want to continue as a Sourcewell vendor and in turn grow both our<br>business and the Sourcewell membership as well. To use a biology term, we view<br>the Sourcewell relationship as "symbiotic" for both parties.  | * |
|----|---|--|---|
| 12 | Demonstrate your financial strength and<br>stability with meaningful data. This could<br>include such items as financial statements,<br>SEC filings, credit and bond ratings, letters<br>of credit, and detailed reference letters.<br>Upload supporting documents (as applicable)<br>in the document upload section of your<br>response.   | Carolina is a private, family owned company and we don't publish financial statements. However, attached is our D and B report which demonstrates our financial strength and stability (in "Financial Strength and Stability" tab). Also attached is our Certificate of Incorporation which shows the longevity of our company (in "Upload Additional Document" tab/Additional Sourcewell Documents/Certificate of Incorporation). You will notice Carolina scored 4.5 Stars on the D and B Performance Rating which indicates the company exceeds expectations. Here is a quote from Carolina's Controller: "This past year, 2022, was the best year in Carolina Biological Supply Company's 95 year history. We look forward to another great year in 2023." During these difficult COVID-affected times we were able to achieve the best year in company history. Our management team made the correct strategic decisions in the last three years that allowed our company to prosper.   | * |
| 13 | What is your US market share for the solutions that you are proposing?  | Carolina's competitors do not publically report sales. Thus it isn't possible to even know the size of our market much less the company's market share. However, through internal research, Carolina estimates its high school market share to be 41% with the highest competitor estimated to be 31%. In college, Carolina estimates a 44% market share with the highest competitor estimate at 33%.  | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?  | The Sourcewell Contract would not be applicable to the Canadian market. We have a different marketing strategy outside the US.   | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | No   | * |
| 16 | How is your organization best described: is<br>it a manufacturer, a distributor/dealer/reseller,<br>or a service provider? Answer whichever<br>question (either a) or b) just below) best<br>applies to your organization.<br>a) If your company is best described as<br>a distributor/dealer/reseller (or similar entity),<br>provide your written authorization to act as a<br>distributor/dealer/reseller for the manufacturer<br>of the products proposed in this RFP. If<br>applicable, is your dealer network<br>independent or company owned?<br>b) If your company is best described as<br>a manufacturer or service provider, describe<br>your relationship with your sales and service<br>force and with your dealer network in<br>delivering the products and services<br>proposed in this RFP. Are these individuals<br>your employees, or the employees of a third<br>party? | Carolina is both a manufacturer and reseller. We are proud to have a network of vendors, and the company is an authorized distributor/reseller for hundreds of brands. Reseller authorization letter requests for specific items will be considered on a case-by-case basisCarolina considers its dealer/reseller information confidential. We carry over 12,000 products.<br>In addition to distribution and reselling, Carolina manufactures many products that the company sells. We culture several of the living and perishable materials as well as manufacture prepared microscope slides and preserved specimens. We do not have a dealer network for the distribution of our products; Carolina sells direct to the educational market. Through our marketing efforts, we promote contracts to our existing customers and attempt to acquire new contract customers.<br>All manufacturing employees are Carolina employees as well as our sales and service force. The Carolina sales force is addressed in Question 26 and the service force in Question 28. | * |
| 17 | If applicable, provide a detailed explanation<br>outlining the licenses and certifications that<br>are both required to be held, and actually<br>held, by your organization (including third<br>parties and subcontractors that you use) in<br>pursuit of the business contemplated by this<br>RFP.   | N/A - Carolina is not required to have licenses and certifications to provide the products and services covered by this solicitation. Carolina is not bidding on professional development, training, or installation services so certifications are not required.  | * |
| 18 | Provide all "Suspension or Debarment"<br>information that has applied to your<br>organization during the past ten years.  | N/A  | * |

# Table 3: Industry Recognition & Marketplace Success

| Line<br>Item | Question  | Response *  |  |
|--------------|---|---|--|
| 19           | Describe any relevant industry awards or recognition that your company has received | The First Company to Earn a NGSS Design Badge   |  |
|              |   | Early in 2022, Carolina announced that its high school science lab Matter Cycling and Energy Transfer in Lake Ecosystems Kit was a recipient of the NGSS Design |  |

Badge, a top national award. Carolina is the first and only for-profit organization to have a lesson earn the NGSS Design Badge, which is awarded to science units designed for the Next Generation Science Standards® (NGSS)\*.

To qualify, the unit had to earn the highest rating on the Educators Evaluating the Quality of Instructional Products Rubric for Science (EQuIP) on a review conducted by NextGenScience. NextGenScience's mission is to transform science teaching, learning, and leadership through equitable and evidence-based approaches to reviewing classroom instructional materials, designing professional learning, and developing system strategies.

With many science instructional materials claiming to be aligned to the NGSS, NextGenScience provides quality control through a rigorous review process of lessons and units that helps educators make smart decisions about which instructional materials to use for their science classes. As of November 2021, only about 4% of all units reviewed had been awarded the prestigious NGSS Design Badge.

The Carolina Kit 3D investigation earned a perfect 9 out of 9 score with an overall rating of E (Extensive) on the NextGenScience review. Carolina's team worked carefully to develop the unit over a two-year period. Prior to this award, the NGSS Design badge had only been awarded to units or lessons from not-for-profit organizations.

The NGSS Design Badge provides assurance that a lesson or unit, whether free or purchased from a publisher, is designed for the NGSS. As a digital badge with embedded, detailed feedback about the materials, the evidence for why the badge was awarded follows the badge wherever it goes. It's critical that educators know not only that the materials are designed for today's science standards, but also that evidence supports this claim. The badge also gives publishers and developers a way to demonstrate to educators and science leaders that their materials are high-quality and designed for the NGSS.

To see the full story on our website, visit: https://www.carolina.com/help/pressreleases/2022/carolina-earns-prestigious-NGSS-badge (or see attachment in "Upload Additional Document" tab/Additional Sourcewell Documents/Awards Press Releases).

Voted Outstanding Vendor in Science Educators' Best of Show™

In 2020, Carolina was voted Outstanding Vendor from a field of 5 finalists at NSTA's (National Science Teachers Association) inaugural Science Educators' Best of Show awards program.

Voters represented a cross section of NSTA Express's readers invited to vote on organizations they felt had a positive impact on student learning and consistently provided exceptional customer service.

The Science Educators' Best of Show™ awards program is a collaborative effort by Catapult X and the NSTA "that recognizes and celebrates the breakthrough products and services that have the potential to transform science and STEM teaching and learning—as chosen by science educators." In this first year of the awards program, over 2,000 science and STEM educators voted for their top picks in 11 categories. More than 50 organizations vied for awards.

Delivering a Hands-on Solution During Remote Learning

In the face of remote learning in 2020, Carolina introduced a new product line to help high schools provide high-quality, hands-on science instruction during COVID-19 disruptions. The solution included all the digital and physical components that individual students needed to complete science investigations for the entire school year from anywhere, boxed and ready to take home.

Carolina Kits 3D® Flex programs for remote learning served as a full-year lab program for either high school biology or chemistry, intended to complement the classroom teacher's curriculum and instruction. Each Flex product was a box of hands-on supplies that contained everything a student would need to complete takehome science labs and assignments from their teachers—from safety goggles to plasticware to safe, home-friendly chemicals. The program included access to digital resources, including instructional videos and digital labs, and was also available in an all-digital Flex Digital version.

Every student was provided with their own materials, while teachers were provided with extensive resources for remote learning. From detailed lesson plans to background materials to student worksheets, everything teachers needed was included. Teachers controlled the digital resources and assigned them as suggested in the lesson plans or as students progressed. The program was designed for both synchronous and asynchronous learning.

After a stressful spring 2020 semester for educators and students coping with school closures and remote learning, Carolina set out to help school districts and science teachers be better prepared for whatever that fall might bring. One of high school science teachers' primary concerns was that students were missing the hands-on investigations and collaborative experiences that are a critical to the NGSS\*. The disruption came so quickly that teachers could not prepare properly and frequently relied on whatever they could find online.

After interacting with science teachers and gathering feedback during the spring, the development team at Carolina looked toward Carolina Kits 3D® labs, which had been developed over the previous three years with NGSS consultants and then piloted in classrooms, as a solution to science learning disruptions. These lab kits each start with a real-world phenomenon and address all high school NGSS performance expectations in life, physical, and earth and space science. They also come with robust digital resources for the teacher and students.

Combining Carolina Kits 3D® hands-on investigations with engaging videos of actual hands-on labs and teacher demonstrations resulted in the development of the Carolina Kits 3D® Flex program. That program used a unique blend of hands-on investigations, teacher-led digital demonstrations, and digital student investigations to ensure safety, authentic data collection, and valuable laboratory experiences.

To see the full story on our website, visit: https://www.carolina.com/help/pressreleases/2020/carolina-biological-introduces-flex-for-remote-science-instruction (or see attachment in "Upload Additional Document" tab/Additional Sourcewell Documents/Awards Press Releases).

\*Next Generation Science Standards® is a registered trademark of WestEd. Neither WestEd nor the lead states and partners that developed the Next Generation Science Standards were involved in the production of this product, and do not endorse it.

Carolina Biological Supply Company's New Young Innovators Program Inspires Students with K-12 Students' Inventions

BURLINGTON, NC, Aug. 2, 2021 - Leading school science supplier Carolina Biological launched the Young Innovators program to highlight student inventions and inspire students and teachers to see that all students can succeed in STEM. As educators and students return to class this fall, these high-interest profiles are free resources perfect for engaging students in learning science, while promoting equity and inclusion. One of the first Innovators of the Month to be featured is six-year old Robert Samuel White III (Sam). Sam White, whose amazing new take on a traditional ABC song encourages other students to think about the jobs they could have as they learn the letters of the alphabet. A video of Sam singing his co-written song, " You Can Be ABCs," with his dad went viral on social media last fall. What started as a simple idea to make learning fun for Sam turned into a sensational video and soon to be book that parents and teachers can use with their students who are learning to read. Sam, entering second grade, has also recorded a new video for Carolina, featuring STEM careers to educate young students about jobs in science. A diverse selection of young student innovators will be featured so that all students will see someone that they can relate to. From their classrooms or at home, teachers can engage students in learning science. The new site www.CarolinaYoungInnovators.com launched with 12 Young Innovator profiles and will recognize their accomplishments by honoring a Young Innovator of the Month every month. Carolina is searching for more Young Innovators to highlight, so teachers are encouraged to nominate their students on its online recommendation page.

Individual profile pages and free downloadable literacy cards for each Young Innovator are available now in a choice of grade-appropriate K-12 reading levels in English and Spanish. Teachers can access and share these digital resources with students anywhere they have Internet access. Suggestions are provided for how teachers can use these stories with their classrooms. Carolina is celebrating the launch with a Facebook contest through August. Four winners will receive a Young Innovators poster and T-shirt, plus a signed copy of Sam's book.

The inspiring students featured in Carolina's Young Innovators program will surprise and captivate students' attention. They demonstrate the amazing achievements that happen when students take action to answer a question or solve a problem in science, technology, engineering, and math. By recognizing and celebrating these Young Innovators' accomplishments both big and small, Carolina strives to open the door to possibilities, to inspire all students and nurture their visions. Carolina promotes diversity and inclusion to encourage every student to take their place in

|    |  | STEM.  |   |
|----|--|--|---|
|    |  | "We just made up the song and made our video last fall to keep learning fun and to inspire our little boy Sam that he could be anything in life," said Robert "Bobby" White, Sam's dad and co-author of "You Can Be ABCs" song and book. "His mom and I both put great value on education and we are no TikTokers! I put it on Facebook for fun and it went viral! It made us realize that Sam could inspire other kids too. People were even asking for the words, so now you can see the lyrics if you download the song on iTunes. It's hard to count how many views it got, but at least 20 million. Ellen DeGeneres had him on her TV show in November to sing the song and shared in a Tweet of the clip afterward that 'You Can Be ABCs' might be one of her favorite things of 2020. And she invited us back on The Ellen Show in January by video call because of COVID." |   |
|    |  | "This was one of those things we didn't see coming," said Bobby. "It is<br>tremendously humbling to land where we did! We created a platform to introduce<br>kids to ideas about everything they can be and literacy. Even if they change their<br>mind 20 times, it's important that children are thinking about what they might want<br>to be in the future and that they have a goal! There is no age too young. Often<br>kids' interests go back to something they enjoyed early in life. Having these<br>conversations about careers early and often is the way to go!"   |   |
|    |  | According to Sam's mom Stephanie Nerissa White, who taught him to read at age 2, the sudden Internet fame has not changed Sam's love of learning, school and reading. He wants to be challenged and busy and loves to tell jokes. "It is excellent to see Sam recognized for his creativity as a Young Innovator!" said Stephanie. "We're hearing from teachers and parents who watch his video daily. We are so proud of our boy that he brought joy to so many people! As Sam says, it's amazing! It's important not to stifle kids' creativity and give many ways to illuminate their skills. If they show interest in something, encourage the child and they will work harder without pressure. Video is not my thing, but Sam and Bobby surprised me with a creative video commercial for my reading tutoring business that I am using."                                     |   |
|    |  | The Young Innovator home page features Sam now for the month of August.<br>Following months will feature Sam on his own profile page with links from several<br>other pages. Sam's profile page will include: New newscast-style video for Carolina<br>of Sam reporting the "ABCs of STEM Careers," original viral video, pre-order/buy<br>now links to purchase his book releasing Nov. 9 through Penguin Random House,<br>downloadable literacy profile card for educators to use in classrooms, and a photo<br>gallery of Sam, Bobby, and Stephanie, as well as links to Sam's social pages.<br>This page will be updated as Sam creates new content.   |   |
|    |  | "Showing students in kindergarten and up examples of like students who identified<br>and solved problems with science and applauding their work is the idea behind our<br>Young Innovators program," said Jim Parrish, President and CEO at Carolina<br>Biological Supply Company. "Seeing is believing and it is so important to recognize<br>and share real-world and current stories to help all students believe that they can<br>be successful in science and STEM careers. Their ideas are making a difference,<br>from Ahmed Muhammad who created a company that provides STEM kits for kids,<br>to Annie Ostojic who figured out how to make microwaves cook more evenly!<br>These are great good news features that teachers can use to lead discussions and<br>start off science lessons with high-interest positive stories."   |   |
|    |  | Since 2001, we have been recognized by the North Carolina Department of Labor<br>11 times for Outstanding Safety Achievement and 2 additional times for exceeding<br>1 million employee hours without a lost-time injury.  |   |
| 20 | What percentage of your color and to the   | 2018 United Way of Alamance County, NC Gold Sponsor  |   |
| 20 | What percentage of your sales are to the governmental sector in the past three years | 2%   | * |
| 21 | What percentage of your sales are to the education sector in the past three years    | 85%  | * |

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| purchasing contracts that you hold. What is<br>the annual sales volume for each of these<br>contracts over the past three years?   | Consortium/2020-2022 Sales<br>BuyBoard (\$2,047,200)<br>Massachusetts Higher Education Consortium<br>(\$7,124,000)<br>1GPA (\$976,700)<br>Sourcewell (\$8,564,900)<br>TIPS/TAPS (\$259,600)<br>State of Georgia (\$6,498,600)<br>Pennsylvania CoStars (\$1,696,600)<br>State of Oklahoma (\$1,100,000) | * |
|--|--|---|
| List any GSA contracts or Standing Offers<br>and Supply Arrangements (SOSA) that you<br>hold. What is the annual sales volume for<br>each of these contracts over the past three<br>years? | State of Kansas-active Sep 2021 (\$530,000)<br>Carolina does not have any GSA contracts  | * |

#### Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *                           | Contact Name *  | Phone Number * |   |
|---|---|----------------|---|
| Round Rock School District, TX          | Denisa Page<br>denisa_page@roundrockisd.org           | 512 464-5000   | * |
| Lubbock Independent School District, TX | Stephanie Flores<br>stephanie.flores@lubbockisd.org   | 806 766-1000   | * |
| State of Georgia                        | Carol Kennedy Smith<br>carol.kennedy-sims@doas.ga.gov | 404 656-4314   | * |

#### **Table 5: Top Five Government or Education Customers**

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name |           | State /<br>Province * | Scope of Work *  | Size of Transactions * | Dollar Volume Past Three<br>Years * |
|-------------|-----------|-----------------------|------------------|------------------------|-------------------------------------|
| Education   | Education | California - CA       | Science Products | >150                   | \$3,089,925                         |
| Education   | Education | Connecticut - CT      | Science Products | >75                    | \$2,669,912                         |
| Education   | Education | Texas - TX            | Science Products | >75                    | \$,2,638,359                        |
| Education   | Education | Ohio - OH             | Science Products | >100                   | \$2,627,325                         |
| Education   | Education | California - CA       | Science Products | >150                   | \$2,469,807                         |

#### Table 6: Ability to Sell and Deliver Service

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

Line Item Question

Response \*

| 26 | Sales force.                                  | Inside Sales Team (College Market)  |
|----|---|---|
|    |   | Carolina Biological has a team of four inside sales account managers that support<br>all colleges in the United States that have science and biology programs. The<br>mangers proactively call customers to determine their needs and offer support for<br>products and services supplied by Carolina Biological. They strive to engage the<br>customer about their specific needs and tailor a plan that works best for for that<br>particular customer.   |
|    |   | Account Managers provide relevant content to their customers to keep them up to date with current science and biology trends and solutions. They also work with the Product Management Group at Carolina to provide additional products, services and information that is valuable to the customer. Our goal is to be a strategic partner with our customers that provides benefits to them to help their labs and classes run smoothly and on time to reduce lab cancellations and delays that affects students, instructors, and the educational process. All four college managers are located near our corporate headquarters in Burlington, NC.  |
|    |   | Field Marketing Account Manager (Large K12 Districts)   |
|    |   | Carolina has a field marketing account manager for core science and STEM:<br>Tom Trapp – Field Marketing Representative<br>Core Science & STEM Solutions<br>402-960-5578 – direct   |
|    |   | Tom.Trapp@carolina.com  |
|    |   | Tom works for school district leaders to bring the full breadth of Carolina and science education solutions to advance your science and STEM programs. He has worked with state leaders from the Council of Science Supervisors, district and higher education leaders from the National Science Education Leadership Association, biology leaders with the National Biology Teachers Association, and teacher leaders from the National Science Teaching Association. Additionally, his experience with science equipment providers helps districts secure funding, advance proposals, and implement solutions to move their science and STEM programs forward for teachers and students. Additionally, Tom's experience with science equipment providers helps districts secure funding, advance proposals, and implement solutions to move their science and STEM programs forward for teachers and students. Collaborating with key leaders in your member districts' different departments, Tom develops custom proposals that support their initiatives in achieving your district's science education goals. Tom is strategically centrally-located in Nebraska where he is able to serve the entire country. He brings 36 years of educational sales experience to the company. |
|    |   | The entire Carolina Sales Team uses the CRM tool, Salesforce. Account Managers use Salesforce to manage marketing generated leads and nurture existing customers. These leads progress through the sales process guided by the support of the Salesforce platform. Salesforce works in harmony with Carolina's email program so a customer's web browsing history can be recorded and shared with the appropriate account manager so the next nurture follow up fits the most recent customer request/interest. This allows for custom nurturing for our customers.   |
|    |   | These managers are independent of Carolina's service force and are Carolina employees.  |
| 27 | Dealer network or other distribution methods. | Carolina does not have a dealer or distribution network. We work direct with our customers. We personally handle order processing and all "after sales service" that may be required. Customers know Carolina is their point of contact for all issues and know to contact us directly. We feel this is an advantage for our customers so they don't have to go through a third party.  |

| 28 | Service force.   | Our Customer Service  |
|----|--|---|
|    |  | Since 1927, our collaborative approach has not only brought teachers innovative quality products, it has also been instrumental in providing world-class support that includes unmatched customer service and prompt, reliable delivery. Each department at Carolina works together to ensure that we have what you want when you want it.  |
|    |  | Every product we offer is backed by The Carolina Pledge: Excellent Customer<br>Support. We stand behind our products and offer a 100% satisfaction guarantee.<br>Subject to the conditions and exclusions, items may be returned for a replacement,<br>refund, or credit up to 180 days from date of purchase.  |
|    |  | Customer Service Department   |
|    |  | <ul> <li>37 staff members consisting of:</li> <li>1 Departmental Director</li> <li>1 Departmental Manager</li> <li>2 Departmental Supervisors</li> <li>4 Departmental Group Leads</li> <li>3 Quality Assurance Staff Members</li> <li>22 Customer Service Representatives</li> <li>2 Workforce Staff Members</li> <li>1 Training and Development Manager</li> <li>1 File Clerk</li> <li>353 total years of experience</li> <li>9+ years average experience per department member</li> </ul> |
| 29 | Describe the ordering process. If orders   | Our Customer Service Team Is Just a Call, Chat, or Email Away   |
|    | will be handled by distributors, dealers or<br>others, explain the respective roles of the<br>Proposer and others. | Need help? Need technical assistance? Looking for a particular product? Need help placing an order or checking the status of an order? We are here to help. Call us, chat with us, send an email or try some of our self-service options on our website.  |
|    |  | <ul> <li>Customer Service</li> <li>Main Phone: 800.334.5551 or 336.446.7600 (8:00am to 6:30pm, ET,<br/>Monday–Friday)</li> <li>Customer Service and Technical Support Live Chat: Chat with a<br/>representative at www.carolina.com (8:00am to 5:30pm, ET, Monday–Friday)</li> <li>Email Our Customer Service Support Team:<br/>https://carolina.formstack.com/forms/cust_svc or<br/>customer_service@carolina.com</li> <li>Fax: 800.222.7112</li> </ul>                                    |
|    |  | Check out our Carolina Help Center (support.carolina.com) where you can search our Frequently Asked Questions library to find the answer to your question.  |
|    |  | Once an order is placed, the customer receives an Order Confirmation which includes the expected ship date. If an item happens to be temporarily out of stock, the customer is given an anticipated ship date. The customer receives additional updates on out of stock items so they are aware of potential delays.  |
|    |  | Most orders ship within 3 business days. Customers have the option of requesting later ship dates to accommodate their lab schedules and school closed periods, etc. This order flexibility is very helpful for living and perishable items.  |
|    |  | Most orders are shipped from our facilities in Burlington and Whitsett, NC. Some are<br>drop-shipped direct from the manufacturer, or in cases of living marine material,<br>shipped from the collection site. Once an order ships the customer receives a<br>Shipping Confirmation showing all shipped items with the tracking number.   |
|    |  | Accounts Receivable<br>• Main Phone: 800.334.5551 (8:00am to 6:30pm, ET, Monday–Friday)<br>• Fax: 800.222.7112<br>• Email: accountsreceivable@carolina.com  |
|    |  | Customer Service and Accounts Receivable Mail<br>Carolina Biological Supply Company<br>PO Box 6010<br>Burlington, NC 27216-6010   |
|    |  | Emergencies<br>In the event of a serious spill, contamination, ingestion, or other emergency situation,<br>please use the contacts below.   |
|    |  | <ul> <li>Monday–Friday, 8:00am to 5:00pm ET: 800.227.1150 or 336.584.0381</li> <li>After Business Hours, Contact Chemical Transportation Emergency Center</li> </ul>  |

| (Chemtrec): 800.424.9300   |
|--|
| Quotes and Contracts   |
| Submit a quote directly to our Quotations Department. Please include a contact name, your complete address, and your fax and telephone number(s). You can also speed up the quote process by creating a shopping list on Carolina.com and using the "Email Shopping List" feature to email that list to our Quotations Department. |
| <ul> <li>Phone: 800.334.5551 (8:00am to 5:00pm ET, Monday–Friday)</li> <li>Fax: 336.538.6330</li> <li>Email: quotations@carolina.com</li> <li>Mail:</li> </ul>   |
| Quotations Department<br>Carolina Biological Supply Company<br>PO Box 6010<br>Burlington, NC 27216-6010  |
| <ul> <li>For contract inquiries:</li> <li>Phone: 800.334.5551 (8:00am to 5:00pm ET, Monday–Friday)</li> <li>Fax: 336.538.6330</li> <li>Email: Gray.Amick@carolina.com</li> <li>Mail:</li> </ul>  |
| Contracts Department<br>Carolina Biological Supply Company<br>PO Box 6010<br>Burlington, NC 27216-6010   |
| Contracts and Business Accounts  |
| Complete an online credit application (carolina.com/help/credit-application) for access to contract pricing and tax exemption for qualifying schools and businesses. A representative will contact you within 10 business days of your application to discuss the terms of your credit line.                                       |
| If you have questions about the credit application process or would like to check on the status of a pending application, please contact us during business hours, 8:00am to 5:00pm ET, Monday–Friday.   |
| <ul> <li>Phone: 336.584.0381 or 800.334.5551</li> <li>Email: credit.collections@carolina.com</li> </ul>  |
| All ordering processes are handled directly by Carolina.   |

| 30 | Describe in detail the process and<br>procedure of your customer service<br>program, if applicable. Include your<br>response-time capabilities and<br>commitments, as well as any incentives<br>that help your providers meet your stated<br>service goals or promises.  | All Customer Service functions are handled within Carolina by company employees.<br>The Carolina customer service program starts with the company having<br>knowledgeable staff members to answer any potential customer product question prior<br>to order placement. All CSRs attend several training sessions before they are<br>allowed to interact with customers.<br>Service level goals  |   |
|----|--|---|---|
|    | service goals of promises.   | Phone calls – 80% SL (answer 80% of calls in 20 seconds)<br>Emails – respond within 48 hours  |   |
|    |  | Order Entry<br>WEB orders – immediate upload, self service (24/7/365) – no agent required<br>Voucher Redemptions – immediate upload (24/7/365) when redeemed online<br>Phone orders – immediate upload with agent on phone (M-F, 8:00-6:30)<br>E-Procurement/punch out sites – within 48 hours<br>Email orders – within 48 hours upon receipt<br>Mail/Fax orders – within 48 hours upon receipt   | * |
|    |  | Service level actuals   |   |
|    |  | Phone calls – YTD 2022 – 78.1%<br>Emails – answer 82% of ALL email same day, well within the 48-hour goal   |   |
|    |  | Order Entry - all orders entered within 24 hours<br>WEB orders - immediate upload (24/7/365) - 45% of all orders<br>Voucher Redemptions - immediate upload (24/7/365) - 6% of all orders<br>Phone orders - immediate upload with agent on phone (M-F, 8:00-6:30) - 8% of all<br>orders<br>E-Procurement/punch out sites - within 24 hours; moving more customer to full<br>automation - 13% of all orders<br>Email orders - within 24 hours upon receipt - 15% of all orders<br>Mail/Fax orders - within 24 hours upon receipt - 4% of all orders   |   |
|    |  | Carolina expects these goals to be met as part of our service so no incentives are included. New Carolina CSRs go through an extensive 6-8 week training class that is a prerequisite to "live" customer interaction.   |   |
| 31 | Describe your ability and willingness to<br>provide your products and services to<br>Sourcewell participating entities in the<br>United States.  | Carolina has both the ability and willingness to serve all domestic Sourcewell members. Since 1927, the company has served domestic customers. Carolina has partnered with FedEx for the majority of order deliveries. From 01/01/20-12/31/22 Carolina served 6,060 Sourcewell ship to accounts with product deliveries.  | * |
| 32 | Describe your ability and willingness to<br>provide your products and services to<br>Sourcewell participating entities in Canada.  | The Sourcewell Contract would not be applicable to the Canadian market. Carolina has a different marketing strategy outside the US.   | * |
| 33 | Identify any geographic areas of the United<br>States or Canada that you will NOT be<br>fully serving through the proposed contract.   | We serve the entire US but not Canada.  | * |
| 34 | Identify any Sourcewell participating entity<br>sectors (i.e., government, education, not-for-<br>profit) that you will NOT be fully serving<br>through the proposed contract. Explain in<br>detail. For example, does your company<br>have only a regional presence, or do other<br>cooperative purchasing contracts limit your<br>ability to promote another contract? | All Sourcewell members within the United States will be covered. However, this agreement will not cover orders for shipments outside of the US even if the billing entity is located within the US. Carolina does not have any cooperative purchasing contracts that would limit the use or promotion of this agreement to any Sourcewell member sectors or regions. Carolina customers chose which cooperative they prefer.  | * |
| 35 | Define any specific contract requirements<br>or restrictions that would apply to our<br>participating entities in Hawaii and Alaska<br>and in US Territories.  | Alaska and Hawaii customers<br>Customers in these states receive the same contract benefits as the contiguous USA<br>states. However, customers in these states may be required to obtain additional<br>certifications regarding living and perishable materials. That is due to state<br>regulations and restrictions, not any additional requirements of Carolina Biological<br>Supply Company. All customers should check with their Department of Agriculture<br>prior to ordering living and perishable materials to ensure a license or permit is not<br>required for the products. | * |

# Table 7: Marketing Plan

| Line<br>Item | Question                             | Response *  |
|--------------|--------------------------------------|---|
| 36           | Describe your marketing strategy for | Carolina Biological Supply Company Marketing Plan |

| promoting this contract opportunity.<br>Upload representative samples of your<br>marketing materials (if applicable) in<br>the document upload section of your<br>response. | Carolina Science Catalog<br>Over 1,000 pages featuring over 9,000 quality products in these categories:<br>• Life Science<br>• Anatomy and Physiology (Includes Allied Health and Health Sciences)<br>• Microscopy<br>• Environmental Science<br>• Earth and Space Science<br>• Forensic Science<br>• Joimensional Learning<br>• Physical Science (Includes STEM)<br>• Chemistry and Laboratory Safety<br>• Laboratory Equipment and Supplies<br>Many Carolina products are applicable for remote learning.   |
|---|---|
|   | Our catalog mails every January to Carolina customers. It is also available by catalog request through 800.334.5551 or customer_service@carolina.com and available on www.carolina.com.   |
|   | <ul> <li>Once Carolina obtains email marketing permission from a customer, we deploy a series of applicable emails based on their educational "preferences" that they supply during our online email sign-up process. Carolina's sophisticated email marketing program includes:</li> <li>Carolina Tips, our free newsletter that features teaching tips and science-related articles</li> <li>Carolina Essentials, a series of free, hands-on, NGSS-based activities, available at knowledge.carolina.com. Many more free resources are also available at this website.</li> <li>Subject-driven buying guides to assist with product selections</li> <li>"Funnel" email customer nurturing. Based on a customer's website browsing and/or purchase behavior, appropriate follow-up messages are sent. This comprehensive email program leads customers through the "buying journey" funnel process and steers them to the next applicable purchase.</li> <li>New customer emails. Soon after a first-time customer makes a purchase, Carolina follows up with an incentive email focused on a subsequent purchase.</li> <li>Reminder emails for customers that purchase "replenishable" products.</li> <li>Upcoming webinars. Carolina conducts frequent webinars on science-related topics.</li> <li>Promotions</li> <li>Product Updates</li> </ul> |
|   | Inside Sales Account managers are available for all college customers and large school district customers (see information in Table 6, Line Item 26).   |
|   | <ul> <li>Carolina exhibits at following conferences annually:</li> <li>BCCE (Biennial Conference on Chemical Education)</li> <li>CAST (Conference for the Advancement of Science Teaching)</li> <li>Chem-Ed</li> <li>HAPS (Human Anatomy and Physiology Society)</li> <li>NSTA (National Science Teachers Association)</li> <li>NABT (National Association of Biology Teachers)</li> <li>NAOSMM (National Association of Science Materials Managers)</li> </ul>   |
|   | Carolina's contract customers are known as "Carolina Preferred Customers." This customer segment receives these additional marketing touches:   |
|   | <ul> <li>Proactive quarterly emails are sent to customers attempting to acquire "email marketing permission."</li> <li>Upon award or renewal of a contract, all customers are sent an email broadcasting contract benefits and approved vendor status.</li> <li>These customers receive all the previously mentioned marketing touches when they meet the criteria for them and/or request them.</li> </ul>   |
|   | Social Media  |
|   | Carolina Biological Supply Company can be found on several major social media<br>platforms including Facebook, Twitter, Instagram, Pinterest and LinkedIn. We share an<br>assortment of content including free classroom activities, giveaways, event and webinar<br>notifications, whitepapers, new product highlights, and more. Our goal is to post<br>consistently and to keep our social content fresh, relevant, and engaging for our followers:<br>(as of October 2022)<br>• Facebook (16,000 followers)<br>• Pinterest (13,600 followers)<br>• LinkedIn (3,500 followers)<br>• Twitter (2,600 followers)<br>• Instagram (726 followers)   |

|    |   | See marketing email samples in "Marketing Plan/Samples" tab.   |
|----|---|--|
| 37 | Describe your use of technology and<br>digital data (e.g., social media,<br>metadata usage) to enhance<br>marketing effectiveness.  | <ul> <li>Some of the technologies that Carolina uses for marketing intelligence, automation, effectiveness and decision making for improved UX.</li> <li>Act-On, SiteSpect, Salesforce, accessible, Google Analytics, Inspectlet, WisePops, Formstack, SendInBlue.</li> <li>These technologies work together for customer/visitor &amp; customer/visitor behavior identification, business rule and automation capabilities for accuracy and efficiencies in marketing activities and website configurations.</li> </ul> |
|    |   | •We participate in the following digital spaces – paid search, paid shopping,<br>marketplaces, affiliate marketing, retargeting, social media channels, email marketing and<br>directory repositories.   |
|    |   | Carolina uses social platforms (Facebook, Twitter, LinkedIn, Pinterest, Instagram) to inform<br>our customers about new products, events, industry information and to provide helpful<br>resources. We understand that teachers are busy and use many types of digital platforms<br>to receive useful information. We see social media as an extension to our traditional<br>digital marketing.  |
|    |   | <ul> <li>Facebook (16,000 followers)</li> <li>Pinterest (13,600 followers)</li> <li>LinkedIn (3,500 followers)</li> <li>Twitter (2,600 followers)</li> <li>Instagram (726 followers)</li> </ul>  |
|    |   | Carolina posts marketing campaigns and giveaways on social platforms. The company also posts webinar information. For large science conferences, Carolina posts workshop and booth activities as well.   |
|    |   | Metadata is in place for everything on the Carolina website. Meta description is<br>populated by using the first 200 characters of the product short description. Meta<br>keywords are populated by the product display name and the company meta title is<br>populated by the product display name.   |
| 38 | In your view, what is Sourcewell's role<br>in promoting contracts arising out of<br>this RFP? How will you integrate a<br>Sourcewell-awarded contract into your<br>sales process? | Carolina would hope Sourcewell would broadcast to its members and potetial members that Carolina is an approved contract vendor for the applicable product lines of this RFP. The company would also hope Sourcewell would encourage Carolina purchases. Since Carolina is an incumbent Sourcewell vendor, company employees have already been exposed to the coop agreement between the two entities. See line item 36 for additional Sourcewell-awarded contract integration.  |
| 39 | Are your products or services<br>available through an e-procurement<br>ordering process? If so, describe your<br>e-procurement system and how                                     | As the leader in science education since 1927, it is important to Carolina that we meet<br>and support the educational purchasing needs for your science materials and supplies. If<br>you currently have an eProcurement system in place, Carolina would love to be added as<br>a vendor.   |
|    | governmental and educational<br>customers have used it.   | We offer a variety of eProcurement support solutions, including punchout catalogs, hosted catalogs, electronic requisition support, and electronic invoicing support.  |
|    |   | If you are new to eProcurement, our talented team is ready to answer your questions and help with implementation. If your organization is adopting new purchasing standards, please contact us (https://www.carolina.com/help/procurement-punchout-support#contact) as soon as possible so we can work on a solution that fits your needs.   |
|    |   | Carolina has over 100 customers with punchout and hosted catalogs, many of which are already linked to the Sourcewell contract. The fact that Carolina was an awarded Sourcewell vendor opened the door to the company being chosen to provide an e-procurement solution for many institutions.  |

#### **Table 8: Value-Added Attributes**

Line Item Response \* Question

| costs that apply.   | Carolina Knowledge Center: Discover free activities, articles, workshops/webinars, buying guides, and how-to videos at https://knowledge.carolina.com/. These valuable resources cover life science, chemistry, physics, earth and space science, and environmental science as well as tips to keep you and your students safe in the lab. Want help stocking your lab according to the needs of your lesson plan? This is where you'll find buying guides that our team of experts has created to streamline the process. One of our webinars won an awardsee attachment in "Upload Additional Document" tab/Additional Sourcewell Documents/Awards Press Releases.   | *   |
|---|--|---|
| Describe any technological<br>advances that your proposed<br>products or services offer.                                    | With more than 90 years of leadership in developing science investigations, Carolina is a trusted source for 3-dimensional instruction, NGSS content, activities, and support. Discover how our labs can help you and your students succeed. Many of these products are applicable for remote learning.  |   |
|   | Carolina has new simulators like, product 217100, Carolina® Biotechnology Simulator:<br>Bacterial Transformation. This simulator allows you to explore a biotechnology laboratory and<br>test your knowledge of the procedural steps and equipment used for a bacterial<br>transformation lab, then to perform a transformation laboratory exercise using 4 different<br>kinds of plasmids. Also includes teacher access to a learning management system. License<br>duration is 1 year (12 months) from date of activation. Available as a single-user license or<br>as a classroom license.  |   |
|   | <ul> <li>Carolina also has new web based online dissections, such as product 399601, Mammalian Organs Individual License. There are a total of 6 different specimen dissections that:</li> <li>1) Utilize virtual dissection tools and locate important structures</li> <li>2) Answer assessment questions to check for understanding</li> <li>3) Learn the structural anatomy and corresponding functions</li> <li>4) Allow for pause, rewind, or repeat scenes to maximize student comprehension (user-paced)</li> </ul>   | *   |
|   | Also Virtual Reality dissections like item 399265, Pig Dissection Software License. There are 4 different specimen choices. These true-to-life practices thoroughly cover each step of the procedures, as if students were dissecting an actual specimen in the classroom. This product line also won an awardsee attachment in "Upload Additional Document" tab/Additional Sourcewell Documents/Awards Press Releases.  |   |
|   | Carolina's eLearning platform, Carolina Science Online, is a comprehensive collection of K-<br>16 science learning resources to support and extend the learning of hands-on kits and other<br>Carolina products.   |   |
|   | See Carolina Knowledge Center blurb in Question 40.  |   |
| Describe any "green" initiatives  | The Box On Demand® Initiative  |   |
| that relate to your company or to<br>your products or services, and<br>include a list of the certifying<br>agency for each. | Years ago, Carolina had well over 100 different-sized corrugated<br>cartons, ranging from large enough to fit a 50-gallon aquarium<br>to small enough for a few test tubes or CD-ROM.<br>Despite this, our customers were all too often getting a box<br>much too large for their order due to the lack of a right size<br>container for the many possible combinations that could be in<br>an order. We received feedback about the excessive amount of<br>packing material inside a box, a thought that we as<br>consumers have all probably had when we received packages<br>full of styrene peanuts or some other void fill material.<br>Carolina began investigating equipment and technology that<br>would enable our distribution center to make custom-sized<br>boxes for each individual order. After visiting an Amazon facility<br>to see this type of equipment in action in a very rigorous<br>setting, we began developing a plan to install Box On Demand®<br>equipment at Carolina Biological. This required re-engineering<br>the entire packing line and automated conveyors and changing<br>how we pack.<br>The result is that we now make over 80% of our shipping boxes<br>"real-time on demand," apart from specific box requirements<br>for some chemicals and some box types that we still purchase,<br>like for aquariums. We are also consuming 70–80% less packing<br>material and are shipping smaller packages.<br>In addition to the Box on Demand initiative, all our void fill |   |
|   | advances that your proposed<br>products or services offer.   | bescribe any technological advances that your proposed provides that your proposed products or services offer.         With more than 30 years of leadership in developing science investigations, Carolina is a dark advances that your proposed products or services offer.           Describe any technological advances that your proposed products or services offer.         With more than 30 years of leadership in developing science investigations, Carolina is a dark to use the science of 3-dimensional instruction, NGSS content, advinces, and support. Discover how our basis can help you and your students succeed thany of these products are applicable for remote learning.           Carolina has new simulator allows pour to explore a biotechnology laboratory and test your knowledge of the procedual stops and equipment used for a bacterial transformation. This simulator allows you to explore a biotechnology laboratory and test your knowledge of the procedual stops and equipment used for a bacterial transformation laboratory exercise using 4 different kinds of planids. Also includes teacher access to a leadership in developing science in the stop of the procedual stops and equipment used for a bacterial transformation is 1 year (12 months) from date of advances. Available as a single-user license or as a deastroom itcomes. There are total of 6 different specimen dissections that: 1) Ullize virtual dissection tols and locale important structures 2). Answer assessment questions to chards for different specimen to biotects. These true-tole for proceed structures as the structures and the different specimen choices. These true-tole for proceed structures are to different speciment choices that or different specime to back for understanding 3) Learn the structural exactors is known an award-se |

|   | film which breaks down rapidly once exposed to weather, along<br>with a variety of brown paper fillers. If a product must be<br>shipped using packing peanuts, we use biodegradable peanuts<br>made from natural, nontoxic sources, such as wheat and<br>cornstarch. These packing peanuts dissolve instantly in water<br>and can be tossed into compost piles after a single use.   |
|---|--|
|   | Reducing Plastic Use   |
|   | Carolina has decreased its environmental footprint<br>by encouraging reuse of plastic parts in its science<br>kits and making chemistry products safer for<br>students and teachers.   |
|   | A company full of scientists, we have a natural interest<br>in being environmentally conscious; we continuously<br>investigate alternatives to materials and business practices that<br>may harm the environment. With more than 17,000 science<br>products for K–12 schools as well as colleges, Carolina considers<br>materials that keep costs low for its customers and can be<br>reused. Every material we select for manufacturing our<br>products is tested for safety, durability, reusability, and<br>ability to perform the intended task.   |
|   | In developing science kits, we review how they can have<br>the least environmental impact. In classroom kits, we<br>look for ways that plastic items—such as cups and<br>containers—can have multiple uses, allowing teachers to reuse<br>the components multiple times.   |
|   | Recognizing global concern about the use of plastic straws in<br>the food industry and their impact on the environment, we<br>investigated alternatives for the plastic straws students use in<br>some of our science kits. These straws serve as axles, not straws<br>for drinking beverages. Carolina found that paper straws are<br>not durable enough and don't work well as a replacement for<br>plastic for these science tasks. Also, after disassembling their<br>projects, students can reuse the plastic straws for classroom<br>activities, making the most sense for reducing waste.<br>Some Carolina kits contain their contents in durable plastic<br>totes for classroom storage. This benefits school districts that<br>rotate the kits among multiple schools by keeping the contents<br>together and in good condition for reuse. We also provide<br>resources that enable teachers to save paper by assigning<br>students digital tasks instead of copying sets of 30-plus-page<br>paper blackline masters for the class. |
|   | Safer, Greener Chemistry<br>Carolina always looks at the greenest alternative to make its<br>classroom chemistry activities safe for teachers and students.<br>We choose specific chemicals for educational chemistry<br>products to be safer and environmentally friendly.<br>For example, in the Carolina Chemonstrations®: Isolating the<br>Elements kit, students initially isolated four elements from<br>different compounds and used sulfuric acid. Our product<br>developer was able to re-engineer the kit to remove the need<br>for sulfuric acid during this set of lab activities, making the<br>investigation chemically safer.<br>Our organic chemistry kit, Carolina ChemKits®: Caffeine  |
|   | Extraction from Tea, used chloroform to extract caffeine from<br>tea. Our product developer re-engineered the kit to remove<br>the need for chloroform to make this chemically safer for classroom use.  |
| 43 Identify any third-party issued eco-<br>labels, ratings or certifications that<br>your company has received for<br>the equipment or products<br>included in your Proposal related<br>to energy efficiency or<br>conservation, life-cycle design<br>(cradle-to-cradle), or other<br>green/sustainability factors. | N/A  |

| 44 | Describe any Women or Minority<br>Business Entity (WMBE), Small<br>Business Entity (SBE), or veteran<br>owned business certifications that<br>your company or hub partners<br>have obtained. Upload<br>documentation of certification (as<br>applicable) in the document<br>upload section of your response. | As part of the company onboarding process, Carolina is constantly searching for WMBE<br>Certified vendors. Currently we have partnered with two such organizations:<br>• American Scientific, LLC in Columbus, OH since November 2021<br>• United Scientific Supplies, Inc. in Waukegan, IL since March 2022<br>See their WMBE documentation in the attachments, "WMBE/MBE/SBE or Related<br>Certificates" tab. | * |
|----|--|---|---|
|    |  | Carolina Biological Supply is also a member of the<br>Carolinas-Virginia Minority Supplier Development Council (CVMSDC).<br>Amid ongoing supply chain issues, Carolina has centered its focus on acquiring products to<br>support kit production, but finding WMBE suppliers remains a priority for our company's<br>buyers.  |   |

| 45 | What unique attributes does your<br>company, your products, or your<br>services offer to Sourcewell<br>participating entities? What makes<br>your proposed solutions unique in<br>your industry as it applies to<br>Sourcewell participating entities? | Carolina has exclusive educational partnerships and products with respected educational companies such as: DNALC, BioBuilder, Sirchie, and Hudson Alpa Kits. Carolina is the sole source for the following product lines:      Building Blocks of Science® 3D series (Not eligible for contract pricing)     Carolina Distance Learning lab kits (Not eligible for contract pricing)     Carolina Kits     Carolina's Perfect Solution®     Wolfe Microscopes     Smithsonian Science Education Center (SSEC) programs for K-12     Science and Technology Concepts™ (STC and STCMS) and Smithsonian Science for the Classroom™     (Not eligible for contract pricing)     Carolina Kits include:     Inquiries in Science® Kits     Carolina ChemKits®     Carolina ChemKits®     Carolina ChemKits®     Carolina ChemKits®     Carolina Kits 3D®     Carolina Kits 3D®     Carolina EcoKits® |
|----|--|---|
|    |  | See attachment in "Upload Additional Document" tab/Additional Sourcewell Documents/Sole<br>Source Letters   |
|    |  | Carolina's Perfect Solution® is the company's formalin alternative that produces superior specimens with life-like tissue texture and color. It is safe and non-toxic.  |
|    |  | These offerings, along with our comprehensive inventory of over 12,000 quality products, allow Carolina to stand out and serve the K-College science education market like no other vendor. Carolina has also been aggressively "over buying" during the troublesome supply chain era to provide for our customers.   |
|    |  | Carolina also offers support for all the below:   |
|    |  | Induction—resources for science teachers with new teachers in mind  |
|    |  | Construction—lab equipment, supplies, and resources   |
|    |  | Adoption-new science course outfitting with recommended materials   |
|    |  | Specification-selections for quality, utility, results, and value   |
|    |  | Modernization—upgrades of capital equipment   |
|    |  | Standardization—new NGSS and state teaching and learning materials  |
|    |  | Application—grants and funding for science and STEM   |
|    |  | Procurement—preferred vendor and e-commerce solutions   |
|    |  | CTE/STEM— biotechnology, allied health, ag science, forensics science, PLTW biomedical  |
|    |  | Equitable Access—resources for every student to be successful   |
|    |  | GATE/Honors Academics—accelerated learning programming for all students   |
|    |  | Carolina has been serving the science-education market since 1927!  |

#### Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line<br>Item | Question | Response *   |   |
|--------------|----------|--|---|
| 46           |          | Our warranty is the standard manufacturer's warranty for one year and covers product and parts only. It doesn't cover labor. | * |

| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?  | As long as the product has been used under normal classroom conditions, it is covered by the standard manufacturer's one-year warranty.  |
|----|--|--|
| 48 | Do your warranties cover the expense of<br>technicians' travel time and mileage to perform<br>warranty repairs?  | We provide products, if a customer is not satisfied with our product we allow for returns and/or exchanges. Our warranty doesn't cover the expense of technicians' travel time and mileage to perform repairs.   |
| 49 | Are there any geographic regions of the United<br>States or Canada (as applicable) for which you<br>cannot provide a certified technician to perform<br>warranty repairs? How will Sourcewell<br>participating entities in these regions be provided<br>service for warranty repair? | Carolina's bid is for the United States, not Canada. Customers are<br>requested to contact our Customer Service Department (800 334-5551) to<br>determine where to ship an item for service. Technicians will not come to<br>the facility to perform warranty repairs. Product will be replaced or returned<br>to the manufacturer for repair. |
| 50 | Will you cover warranty service for items made by<br>other manufacturers that are part of your proposal,<br>or are these warranties issues typically passed on<br>to the original equipment manufacturer?  | Carolina stands by all products sold by the company. Customers should contact Carolina for all warranty issues (800 334-5551). Carolina will work with the customer to determine how to proceed with warranty coverage.  |

| 51 | What are your proposed exchange and return programs and policies?              | The Carolina Pledge: Excellent Customer Support and 100% Satisfaction Guarantee   |
|----|--|---|
|    |  | <ul> <li>We stand behind our products. Subject to the conditions and exclusions below, items may be returned for a replacement, refund, or credit up to 180 days from date of purchase.</li> <li>Exclusions</li> <li>1. Items not in resalable condition—i.e., partially used, opened, altered, or discontinued—cannot be returned for refund or credit unless due to manufacturer's defect.</li> <li>2. Digital products and Carolina Distance Learning® science kits are not refundable.</li> <li>3. Prepaid coupons such as vouchers and living material cards are non-refundable and are not redeemable for cash or credit. They are redeemable only for the specific merchandise identified on the prepaid coupon or voucher.</li> </ul> |
|    |  | Returns   |
|    |  | Prior to returning any item, contact customer service. Have your purchase order number and/or Carolina order number available.  |
|    |  | You will be provided with a Return Authorization Number and<br>any additional instructions. Returning an item without a Return Authorization<br>Number will delay processing your return and,consequently, delay your refund.<br>Carolina reserves the right to deny a refund if, upon receipt and inspection,<br>the returned item is found to be partially used, opened, altered, or<br>discontinued. You may be responsible for shipping charges or a restocking<br>fee for returned items.  |
|    |  | There are 3 ways to contact us for a return:  |
|    |  | <ul> <li>Complete Online Replacement Form:<br/>https://carolina.formstack.com/forms/cust_svc_returns<br/>(24/7/365)</li> <li>Phone: 800.334.5551 or 336.446.7600<br/>(8:00am to 6:30pm, ET, Monday–Friday)</li> <li>Live Chat: https://www.carolina.com/our-company/<br/>returns-exchanges-satisfaction-guarantee<br/>(8:00am to 5:30pm, ET, Monday–Friday)</li> </ul>  |
|    |  | Replacements  |
|    |  | From time to time, items shipped may be damaged, lost,<br>missing pieces, etc. In these situations, we are happy to replace items for<br>issues that are of no fault of yours up to 180 days from date of purchase.<br>When you contact customer service, have your purchase order number<br>and/or Carolina order number available.  |
|    |  | There are 3 ways to contact us for a replacement:   |
|    |  | <ul> <li>Complete Online Replacement Form:<br/>https://carolina.formstack.com/forms/cust_svc_returns<br/>(24/7/365)</li> <li>Phone: 800.334.5551 or 336.446.7600<br/>(8:00am to 6:30pm, ET, Monday–Friday)</li> <li>Live Chat: https://www.carolina.com/ourcompany/<br/>returns-exchanges-satisfaction-guarantee<br/>(8:00am to 5:30pm, ET, Monday–Friday)</li> </ul>   |
| 52 | Describe any service contract options for the items included in your proposal. | Our offering is for products.   |

## Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item Question

Response \*

| Laura a ser a s | y performance standards or | Carolina Quality Control Process  |
|---|----------------------------|---|
| guarantees ti   |                            | All Customer Service functions are handled within Carolina<br>Biological by direct employees of the company. Carolina starts<br>the process by hiring knowledgeable staff members and trains<br>them to handle potential customer order/product questions.<br>Customers may message Carolina by using the "Chat" feature<br>on the Carolina website or by one of these channels:<br>• Phone: 800.334.5551<br>• Fax: 800.222.7112<br>• Email: customer_service@carolina.com  |
|   |                            | Once the customer is ready to order, Carolina makes it easy for<br>them to do so.<br>• Phone: 800.334.5551<br>• Fax: 800.222.7112<br>• Email: customer_service@carolina.com<br>• Online: www.carolina.com   |
|   |                            | Also through provided punchout and hosted catalogs<br>Once an order is placed, the customer will receive an Order<br>Confirmation confirming the order and listing the anticipated<br>ship date. If an item is temporarily out of stock, the customer is<br>given an update on the ship date. The customer receives<br>additional updates by email or mail (when email is not an<br>option) on out-of-stock material so they are aware of any<br>unanticipated delays.  |
|   |                            | The next step in the order process is to schedule the order for<br>shipping. Most orders are shipped within 3 business days.<br>However, the customer has the option of asking us to hold an<br>order and ship at a later date, allowing the customer to order<br>for the semester at one time and have products shipped to fit<br>their teaching/lab schedule. This option is especially convenient<br>for living and perishable material that is needed on a specific<br>day and to avoid school closures, holidays, spring break, etc.<br>Customers may order and know that it is captured in our<br>system and that their requested products are allocated for a<br>future ship date. |
|   |                            | Most orders are shipped from our local warehouse. Some items<br>are drop-shipped direct from the manufacturer, or in cases of<br>living marine material, shipped direct from our collection sites.<br>Once the order is shipped, the customer receives a Shipping<br>Confirmation email showing all items shipped and the tracking<br>number. Billing invoices are generated the day after an order is<br>shipped. Customers have the option of receiving their invoices<br>by mail, fax, or email.   |
|   |                            | <ul> <li>Carolina Customer Service Representatives are tasked with the following metrics:</li> <li>Answer phone calls within 20 seconds</li> <li>Process mail, fax, and email orders within 48 hours (these are usually processed in the same business day)</li> <li>Respond to "Chat Correspondence" within 20 seconds</li> <li>Addressing Customer Service inquiries within 24 hours of receipt (these are usually addressed in the same business day)</li> </ul>   |
|   |                            | Carolina doesn't offer incentives to meet these goals. The company has highly-trained, qualified, and motivated staff who routinely meet or exceed the goals established by company management.   |
|   |                            | All new company CSRs must complete a comprehensive 6-8 week training course before they are eligible to interact "live" with customers.   |
|   |                            | As a team, Carolina strives for operational excellence. Our<br>mission is to provide educators with the finest products and<br>service that help students of all ages learn and understand<br>science. We constantly seek to improve and maximize<br>operation efficiency while providing unmatched customer<br>service and prompt, reliable delivery. Carolina takes great pride<br>in our product quality and inventory and continuously seeks to<br>improve our overall customer experience. We closely monitor  |

|    |  | <ul> <li>all aspects of our specimen quality, production, and fulfillment<br/>and have maintained greater than 99% quality and order<br/>accuracy for the last 3 years.</li> <li>Carolina conducts frequent Net Promoter Surveys (customer<br/>satisfaction surveys) and reacts accordingly to customer<br/>feedback. The company NPS score is 63.6% through October<br/>2022, which is considered a very strong score by comparisons<br/>with all industries. The average score according to global<br/>benchmark data is 32% for over 150,000 organizations. The<br/>company order fill rate was 91.4% for October 2022. Line fill<br/>rate for the same period was 96.62%.</li> <li>Carolina offers the widest variety of living organisms for use in<br/>all types of science curricula. Our large, state-of-the-art living<br/>materials facility enables our expert staff to produce or collect<br/>living organisms under environmentally-friendly conditions. This<br/>protects natural populations and enables us to maintain strict<br/>quality control. The facility is fully USDA compliant.</li> </ul> |   |
|----|--|---|---|
| 54 | Describe any service standards or<br>guarantees that apply to your services<br>(policies, metrics, KPIs, etc.) | Our Customer Service<br>Since 1927, our collaborative approach has not only brought<br>teachers innovative quality products, it has also been<br>instrumental in providing world-class support that includes<br>unmatched customer service and prompt, reliable delivery.<br>Each department at Carolina works together to ensure that we<br>have what you want when you want it.<br>Every product we offer is backed by The Carolina<br>Pledge: Excellent Customer Support. We stand behind our<br>products and offer a 100% satisfaction guarantee. Subject to<br>the conditions and exclusions, items may be returned for a<br>replacement, refund, or credit up to 180 days from date of<br>purchase.<br>See customer service metrics on Question 30. See NPS metrics on Question 53.   | * |

## **Table 10: Payment Terms and Financing Options**

| ltem | Question  | Response *  |
|------|---|---|
| 55   | Describe your payment terms and accepted payment methods.   | Payment and terms—Please reference Proposal No. P107087 and your contract title on purchase orders submitted during the contract period. This links them to your Carolina Preferred Customer status. We will send you an invoice for each individual shipment and a corresponding packing list will be included with each delivery. Our terms are net 30 days.  |
|      |   | P Cards<br>Credit Cards (Visa, MasterCard, American Express)<br>Checks<br>Purchase Orders<br>ACH is also an option  |
|      |   | We offer a variety of eProcurement support solutions, including<br>punchout catalogs, hosted catalogs, electronic requisition support,<br>and electronic invoicing support.   |
| 56   | Describe any leasing or financing options available for use<br>by educational or governmental entities.   | N/A   |
| 57   | Describe any standard transaction documents that you<br>propose to use in connection with an awarded contract<br>(order forms, terms and conditions, service level<br>agreements, etc.). Upload a sample of each (as<br>applicable) in the document upload section of your<br>response. | Contract Training and Processes<br>Carolina is fortunate to currently be awarded nearly 300 contracts<br>covering school districts, colleges, government agencies, and<br>consortiums. The company has been involved with these contracts<br>for years. Through this experience, the company has become<br>acclimated to nurturing contract customers properly. Contract<br>customers are instructed on how to "link" their Ship To account to<br>the proper Bill To account to ensure they receive all contract<br>benefits. The contract Bill To account houses the contract benefit<br>variables and, at the time of order, benefits are automatically<br>applied. New contract customers should always broadcast their<br>contract affiliation to alert Carolina's customer service staff that they<br>are contract eligible. Our customer service representatives are<br>constantly linking new Ship To accounts to their parent Bill To<br>account to guarantee the new Ship To accounts get linked to<br>contract benefits. Carolina assigns an internal contract number to<br>applicable customer service and quotation departments work with<br>the contract department to make sure applicable contract benefits<br>are applied to the applicable orders. Carolina's information services<br>department is also integral to the contract management process as<br>they often apply "bulk" updates to customer records. As mentioned<br>previously, upon contract award or renewal, customers are sent a<br>heads-up email broadcasting that they are eligible for contract<br>benefits. |
| 58   | Do you accept the P-card procurement and payment<br>process? If so, is there any additional cost to Sourcewell<br>participating entities for using this process?  | linking to the correct account number.<br>Carolina accepts P-cards and there is no additional cost for using them.  |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line<br>Item | Question | Response * |  |
|--------------|----------|------------|--|
|--------------|----------|------------|--|

| 59 | Describe your pricing model (e.g., line-item discounts or<br>product-category discounts). Provide detailed pricing data<br>(including standard or list pricing and the Sourcewell   | When linked to the right account number, the discounted price will be applied in our system for all applicable contract products.  | ] |
|----|---|--|---|
|    | discounted price) on all of the items that you want<br>Sourcewell to consider as part of your RFP response. If<br>applicable, provide a SKU for each item in your proposal.<br>Upload your pricing materials (if applicable) in the   | For our pricing model we analyze gross margins and competitive<br>pricing for each item. The different product areas are evaluated<br>separately.  | * |
|    | document upload section of your response.   | See attachment in "Pricing" tab and see price list in:<br>"Upload Additional Document" tab/Additional Sourcewell<br>Documents/Sourcewell 20230120 Price List with Breaks Final<br>013123. Lists both List Price and Sourcewell Price.  |   |
| 60 | Quantify the pricing discount represented by the pricing<br>proposal in this response. For example, if the pricing in<br>your response represents a percentage discount from<br>MSRP or list, state the percentage or percentage range.   | 10% off MSRP, we also offer free shipping on orders of \$250+,<br>both the percent and shipping have exclusions which are stated in<br>our attached Carolina Preferred Customer Proposal Letter. Carolina<br>uses the catalog discount model. The referenced excluded items<br>are not eligible for contract benefits but may be ordered at list<br>price and regular shipping terms.  |   |
|    |   | Exclusions—This proposal cannot be used in conjunction with any<br>other bid responses, phone or written quotations, price agreements,<br>or promotions. Smithsonian STC products, Building Blocks of<br>Science products, furniture items and accessories, our K–8<br>curriculum, and Carolina Distance Learning kits are sold at list<br>price. They are ineligible for discounts and subject to shipping and<br>handling fees.  | * |
|    |   | See attachment in "Upload Additional Document" tab/Additional<br>Documents/Formal Carolina Preferred Customer Letter_2023_SW_F<br>MN.  |   |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer.  | Quantity discounts are available for many products and are listed in<br>our catalog and at www.carolina.com. For large orders customers<br>can request a quote at quotations@caroliina.com or at 800 334-<br>5551.   | * |
| 62 | Propose a method of facilitating "sourced" products or<br>related services, which may be referred to as "open<br>market" items or "nonstandard options". For example, you<br>may supply such items "at cost" or "at cost plus a<br>percentage," or you may supply a quote for each such<br>request.   | Carolina provides published prices for all products. Sourcewell<br>members will be granted 10% off all applicable products and free<br>shipping on orders of \$250+, both benefits have exclusions. See<br>attachment referenced in Question 50.   | * |
| 63 | Identify any element of the total cost of acquisition that is<br>NOT included in the pricing submitted with your response.<br>This includes all additional charges associated with a<br>purchase that are not directly identified as freight or<br>shipping charges. For example, list costs for items like pre-<br>delivery inspection, installation, set up, mandatory training,<br>or initial inspection. Identify any parties that impose such<br>costs and their relationship to the Proposer. | Free shipping on orders of \$250+ with some exceptions. See attached letter referenced in Question 60.   | * |
| 64 | If freight, delivery, or shipping is an additional cost to the<br>Sourcewell participating entity, describe in detail the<br>complete freight, shipping, and delivery program.  | Free shipping on orders of \$250+ with some exceptions. See attached letter referenced in question 60.   |   |
|    |   | Free standard freight on orders of \$250 or more—As a Carolina<br>Preferred Customer, you receive FREE<br>standard freight on orders of \$250 or more. Note: Living and<br>perishable materials, hazardous chemicals, kits<br>containing hazardous chemicals, drop-shipped items, and preserved<br>specimens are subject to additional<br>shipping fees. Motor freight shipments are dock delivery only; for<br>inside delivery of motor freight shipments<br>and expedited shipping methods additional fees apply. Shipping and<br>handling fees apply to all orders less than \$250.<br>See attached letter referenced in Question 60. | * |

| offshore delivery.  | Alaska and Hawaii customers<br>Customers in these states receive the same contract benefits as<br>the contiguous USA states. However, customers in these states may<br>be required to obtain additional certifications regarding living and<br>perishable materials. That is due to state regulations and<br>restrictions, not any additional requirements of Carolina<br>Biological Supply Company. All customers should check with their<br>Department of Agriculture prior to ordering living and perishable<br>materials to ensure a license or permit is not required for the<br>products.<br>Carolina's offer does not include Canada. | * |
|---|--|---|
| Describe any unique distribution and/or delivery methods or options offered in your proposal. | Carolina has a economical agreement with FedEx for many shipments. Already referenced shipping terms.  | * |

# Table 12: Pricing Offered

| Line<br>Item | The Pricing Offered in this Proposal is: * | Comments  |
|--------------|--|---|
|              | departments.                               | See attachment in "Upload<br>Additional Document"<br>tab/Additional Sourcewell<br>Documents/Formal Carolina<br>Preferred Customer<br>Letter_2023_SW_F MN. |

# Table 13: Audit and Administrative Fee

| Line<br>Item | Question  | Response *  |   |
|--------------|---|---|---|
| 68           | Specifically describe any self-audit process or program that you<br>plan to employ to verify compliance with your proposed Contract<br>with Sourcewell. This process includes ensuring that Sourcewell<br>participating entities obtain the proper pricing, that the Vendor<br>reports all sales under the Contract each quarter, and that the<br>Vendor remits the proper administrative fee to Sourcewell. Provide<br>sufficient detail to support your ability to report quarterly sales to<br>Sourcewell as described in the Contract template. | Carolina has been privileged to be part of the Sourcewell<br>contract for nearly 10 years. Carolina's customer service<br>department is trained to alert the company contract<br>department of potential Sourcewell members whose account<br>needs to be linked to the Sourcewell benefits. Each<br>Sourcewell entity is assigned an internal flag so all<br>Sourcewell sales are captured through two company queries.<br>Carolina has been reporting Sourcewell sales for years and<br>is confident in the company's reporting process.<br>Carolina "Sourcewell Quarterly Contract" reports include:<br>invoice date; account name; account address; item sold;<br>amount of sale. The report is emailed to Sourcewell and and<br>administrative fee check follows. Carolina does request<br>Sourcewell to ask its members to alert Carolina of contract<br>eligibility of new members when ordering. | * |
| 69           | If you are awarded a contract, provide a few examples of internal<br>metrics that will be tracked to measure whether you are having<br>success with the contract.   | Carolina is confident in the success of the Sourcewell<br>contract due to the company's history with Sourcewell.<br>Carolina looks at quarterly sales, ordering institutions, order<br>quantity, comparisons with other contracts, and comparisons<br>with previous years performance.  | * |
| 70           | Identify a proposed administrative fee that you will pay to<br>Sourcewell for facilitating, managing, and promoting the Sourcewell<br>Contract in the event that you are awarded a Contract. This fee<br>is typically calculated as a percentage of Vendor's sales under the<br>Contract or as a per-unit fee; it is not a line-item addition to the<br>Member's cost of goods. (See the RFP and template Contract for<br>additional details.)  | 1.5%  | * |

# Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item Question

Response \*

| 71 | Provide a detailed description of the equipment, products, and services that you | World-Class Support for Science Education Since 1927   |
|----|--|--|
|    | are offering in your proposal.   | We began in 1927 as a vision of what a science supplier could be, and we still<br>embody that future-focused visionary perspective. At Carolina, we are constantly<br>striving to improve and innovate to be the best we can be, always aiming for<br>excellence in everything that we do. Since the time we were founded by Dr.<br>Thomas E. Powell Jr., a  |
|    |  | young geology and biology professor at Elon College, we have prioritized people,<br>and because of the dynamic people behind our company, we have been able to<br>enjoy a successful tenure as a leading science supplier in the decades since we<br>were  |
|    |  | established. With over 37 different departments, each employee plays a key role in<br>our success. If you happened to tour our facilities, you would likely be fascinated by<br>all the  |
|    |  | amazing things you'd see happening here.   |
|    |  | We Culture, Collect, Develop, and Test Our Products Carolina is an extraordinary company. From technical science expertise to business and leadership acumen, we are fortunate to have a broad range of strengths. Many of our employees also have a background in education, which we draw upon to create effective products and learning tools that get results. We do our own field collection, grow many of our own cultures, prepare specimens for classroom study, and develop/test many of our new products right here at our Burlington, NC facilities. We work in partnership with educators and contract of the products of Carolina the products of the product of the products of the product of the pro |
|    |  | scientists outside of Carolina to make sure we have a substantial, diverse offering.<br>In addition to serving schools, colleges, and governmental agencies, our products<br>have also been used by the scientific and health communities. Carolina has also<br>supplied NASA scientists with various products for their important work, including<br>use in outer space.  |
|    |  | Innovating Since 1927  |
|    |  | If you walk our campus, you'll be captivated by the vibrant atmosphere and the flurry<br>of activity that makes you wonder what amazing thing will be revealed next. Carolina<br>takes pride in being the first company to provide an electrophoresis gel that is very<br>low in toxicity and does not need UV to see through. We developed FlyNap to<br>anesthetize fruit flies so they can be studied. We were also the first company to<br>develop and provide  |
|    |  | an easy-to-use food supply for fruit flies. We have the largest single butterfly species production on the east coast. Our butterfly building, (yes, building) is simply a fantastic experience. While walking through this wonderland, you are surrounded by the different stages of the butterfly life cycle. It doesn't take long before you are taken with that childlike wonder of discovering nature.  |
|    |  | See Question 72 for product offering.  |
|    |  | See attachment in "Upload Additional Document" tab/Additional Sourcewell<br>Documents/Carolina Sourcewell Comprehensive Contract Information for all Carolina's<br>contract offerings and information.   |

| 72 | Within this RFP category there may be  | About Our Products and Services  |
|----|--|--|
|    | subcategories of solutions. List subcategory titles that best describe your products and | Everything you need for science education—including living   |
|    | services.  | organisms, preserved specimens, anatomical models, laboratory chemicals and  |
|    |  | equipment, microscopes, prepared microscope slides, CTE (health science) products, STEM products, and more—can be purchased directly from Carolina. We                   |
|    |  | specialize in serving the traditional K-12/college classroom and lab. We also provide  |
|    |  | a Knowledge Center with free articles, resources, and teaching tools for educators   |
|    |  | as well as NGSS* compliant products, many of which are remote applicable.<br>Additionally, many of our products are also geared to help you and your students            |
|    |  | get the most out of remote learning.   |
|    |  | Life Science     Invitia in Science     Living Organisme: Viruses Diskarystee  |
|    |  | Inquiries in Science®, Living Organisms: Viruses, Prokaryotes,<br>Bacteria, Cyanobacteria, Archaea, Protists, Algae, Protozoa,   |
|    |  | Slime Molds, Fungi, Media and Supplies, Plants, Animals,   |
|    |  | Aquaria and Habitats, Genetics, Evolution, Biotechnology,<br>AP® Biology   |
|    |  | Anatomy & Physiology   |
|    |  | Allied Health & Health Sciences, Physiology, Preserved   |
|    |  | Organisms, Carolina's Perfect Solution®, Biological Displays, Skeletons, Models  |
|    |  | • Microscopy   |
|    |  | Microscope Slides, Slide Preparation, Microscopes, Optics  |
|    |  | <ul> <li>Environmental Science<br/>AP® Environmental Science, Inquiries in Science®, Carolina</li> </ul>   |
|    |  | EcoKits®, Carolina STEM Challenge® Emerging Energies Series  |
|    |  | Earth & Space Science     Earth Science, Space Science   |
|    |  | Forensic Science   |
|    |  | 3-Dimensional Learning     Bhysical Science  |
|    |  | <ul> <li>Physical Science<br/>Carolina STEM Challenge® Physical Science Series,</li> </ul>   |
|    |  | Visual Scientifics   |
|    |  | Chemistry & Laboratory Safety     AP® Chemistry, Inquiries in Science®, General Chemistry  |
|    |  | Lab Kits, Chemicals, Laboratory Safety   |
|    |  | <ul> <li>Laboratory Equipment &amp; Supplies<br/>Classroom Resources, Laboratory Equipment and</li> </ul>  |
|    |  | Supplies, Laboratory Furniture   |
|    |  | • K–College Classroom/Lab: Carolina will help you introduce your students to the fascinating world of science—and build on their knowledge and skills as they            |
|    |  | grow.<br>With our products in your classroom, you can provide hands-on learning for life   |
|    |  | science, physical and earth science, biotechnology, and more. We'll be right there with  |
|    |  | you, creating memorable and meaningful science experiences with relevance to the   |
|    |  | world outside your classroom.<br>• Carolina Knowledge Center: Discover free activities, articles, and how-to videos at   |
|    |  | <ul> <li>Carolina Knowledge Center: Discover free activities, articles, and now-to videos at<br/>https://knowledge.carolina.com/. These</li> </ul>                       |
|    |  | valuable resources cover life science, chemistry, physics, earth and space science,  |
|    |  | and environmental science as well as tips<br>to keep you and your students safe in the lab. Want help stocking your lab  |
|    |  | according to   |
|    |  | the needs of your lesson plan? This is where you'll find buying guides that our team of  |
|    |  | experts has created to streamline the process.   |
|    |  | *Next Generation Science Standards® is a registered trademark of WestEd. Neither WestEd nor the lead states and partners that developed the Next Generation              |
|    |  | Science  |
|    |  | Standards were involved in the production of these products, and do not endorse them.  |
|    |  | Exclusions—This proposal cannot be used in conjunction with any other bid  |
|    |  | responses, phone or written quotations, price agreements, or promotions.   |
|    |  | Smithsonian STC products, Building Blocks of Science products, furniture items and accessories, our K-8 curriculum, and Carolina Distance Learning kits are sold at list |
|    |  | price.<br>They are ineligible for discounts and subject to shipping and handling fees.   |
|    |  | See attachment in "Upload Additional Document" tab/Additional Documents/Formal   |
|    |  | Carolina Preferred Customer Letter_2023_SW_F MN.   |

## Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *     | Comments   |
|-----------|---|---------------|--|
| 73        | Equipment, instruments, supplies, products, accessories, specimens, curriculum, and kits.   | ଜ Yes<br>୦ No |  |
| 74        | Technology, hardware, and software designed for<br>the delivery of services described in Line Item 73<br>above for both onsite and eLearning. | ଜ Yes<br>୦ No |  |
| 75        | Lab planning, design, assembly, and efficiency<br>evaluation services of Line Items 73 and 74 above.  | ି Yes<br>ି No | Our relationship with Diversified<br>Woodcrafts gives us some ability to<br>help design and lay out classroom lab<br>spaces. |
| 76        | Training, consultation, technical support, and<br>services related to the offering of the solutions in<br>Line Items 73 and 74 above.         | ଜYes<br>୯No   | Our relationship with Diversified<br>Woodcrafts gives us some ability to<br>help design and lay out classroom lab<br>spaces. |

## Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification  |
|------------------|-----------------------------------|---|
| Question 60      |                                   | Exclusions—This proposal cannot be used in conjunction with any other bid<br>responses, phone or written quotations, price agreements, or promotions.<br>Smithsonian STC products, Building Blocks of Science products, furniture<br>items and accessories, our K–8 curriculum, and Carolina Distance Learning<br>kits are sold at list price.<br>They are ineligible for discounts and subject to shipping and handling<br>fees.<br>See attached Carolina Preferred Customer Proposal Letter for details found<br>in "Upload Additional Document" tab/Additional Documents/Formal Carolina<br>Preferred Customer Letter 2023 SW F MN.  |
| Question 64      |                                   | Free standard freight on orders of \$250 or more—As a Carolina Preferred<br>Customer, you receive FREE standard freight on orders of \$250 or more.<br>Note: Living and perishable materials, hazardous chemicals, kits containing<br>hazardous chemicals, drop-shipped items, and preserved specimens are<br>subject to additional shipping fees. Motor freight shipments are dock<br>delivery only; for inside delivery of motor freight shipments and expedited<br>shipping methods additional fees apply. Shipping and handling fees apply<br>to all orders less than \$250.<br>See attached Carolina Preferred Customer Proposal Letter for details found<br>in "Upload Additional Document" tab/Additional Documents/Formal Carolina<br>Preferred Customer Letter_2023_SW_F MN. |
|                  |                                   |   |
|                  |                                   |   |
|                  |                                   |   |
|                  |                                   |   |

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to

ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing Category Pricing.pdf Wednesday February 01, 2023 10:21:29
- Financial Strength and Stability Financial Strength CBSC D&B 010923.pdf Wednesday February 01, 2023 10:21:48
- Marketing Plan/Samples Marketing Plan Email Samples.pdf Wednesday February 01, 2023 10:22:09
- WMBE/MBE/SBE or Related Certificates WMBE Letters.pdf Wednesday February 01, 2023 10:22:30
- Warranty Information Warranty.docx Wednesday February 01, 2023 10:32:51
- Standard Transaction Document Samples (optional)
- Upload Additional Document Additional Sourcewell Documents (4).zip Monday February 06, 2023 07:14:25

### Addenda, Terms and Conditions

#### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are
  acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and
  related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
  - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf</u>;
  - Included on the government-wide exclusions lists in the United States System for Award Management found at: <u>https://sam.gov/SAM/;</u> or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Gray Amick, Contract Manager, Carolina Biological Supply Company

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

#### Yes © No

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

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

| File Name   | I have reviewed the<br>below addendum and<br>attachments (if<br>applicable) | Pages |
|---|---|-------|
| Addendum_4_Lab_and_Science_Equipment_RFP_020723<br>Tue January 24 2023 03:21 PM |   | 1     |
| Addendum_3_Lab_and_Science_Equipment_RFP_020723<br>Thu January 19 2023 11:16 AM | M   | 2     |
| Addendum_2_Lab_and_Science_Equipment_RFP_020723<br>Tue January 10 2023 03:42 PM | M   | 1     |
| Addendum_1_Lab_and_Science_Equipment_RFP_020723<br>Wed January 4 2023 12:25 PM  | M   | 2     |