

Solicitation Number: RFP #092623

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Patterson Dental Supply, Inc., 1031 Mendota Heights Road, St. Paul, MN 55120 (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 Dental Equipment, Supplies, and Related Solutions 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.

EXPIRATION DATE AND EXTENSION. This Contract expires November 6, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. 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 upon payment in full for same. Supplier will pass through any manufacturer warranty of design, materials, workmanship, and suitability to the Participating Entity. Supplier must agree to reasonably assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

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 and shall communicate such instances to Supplier. 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 Change 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 government-owned 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 regarding onsite work, 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 ecommerce 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:
  - 1. 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
  - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

### 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 an 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. Supplier agrees to use commercially reasonable efforts to assist Participating Entities in obtaining from Supplier all purchase records.
- 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 third party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities that access this Contract, arising out of the gross negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Sourcewell, a public corporation, agrees to be fully responsible for its own acts and omissions.

IN NO EVENT WILL SUPPLIER BE LIABLE FOR LOSS OF ANTICIPATED PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF TIME OR OTHER LOSSES INCURRED BY SOURCEWELL OR PARTICIPATING ENTITY IN CONNECTION WITH THE PURCHASE, POSSESSION OR USE OF THE PRODUCTS. NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, AND EXCEPT IN THE EVENT OF SUPPLIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL SUPPLIER BE LIABLE UNDER THIS CONTRACT FOR ANY AMOUNT EXCEEDING THE ACTUAL AMOUNT PAID BY SOURCEWELL OR PARTICIPATING ENTITY TO SUPPLIER UNDER THIS CONTRACT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THAT GAVE RISE TO SUCH LIABILITY.

## 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 non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in certain advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free non-exclusive right and license to use Supplier's trademark(s) provided by Supplier in certain advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell, for use in the United States only. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:
- Sourcewell's Contract Directory located on Sourcewell's website and/or in a printed format for distribution by Sourcewell;
- ii. Sourcewell's Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell's website;
- iii. Tradeshow or other conference banners prepared and approved by Sourcewell;
- iv. Award announcement emails; and
- v. Any reseller or distributor advertising or promotional flyers for distribution by Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party, upon the other party's prior written consent, 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. The sublicense granted hereunder will be subject to the terms and conditions of this Article and shall not exceed the rights granted pursuant to Section 1.b. of this Article 13. 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.

c. Supplier has the right to withdraw its Grant of License to Sourcewell or Limited Right of Sublicense to Sourcewell's Sublicensee(s) at any time, for any reason, upon written notice to Sourcewell.

### 4. Termination.

- a. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will 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) as soon as is practicable, but in no event longer than 30 days. Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to requesting party's written directions.
- b. Upon Supplier's withdrawal of its Grant of License to Sourcewell or Limited Right of Sublicense to Sourcewell's Sublicensee(s), Supplier shall inform Sourcewell as to how to apply the provisions of this Section 13.4.a. above.
- 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.
  - 2. *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.
  - 3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the parties must continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute.
- 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:

1. 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 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 include, by blanket endorsement, 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

DocuSigned by:

By: Jeremy Schwartz

Jeremy Schwartz

Title: Chief Procurement Officer

12/22/2023 | 12:45 PM CST

Date:

Patterson Dental Supply, Inc.

DocuSigned by:
65898302674F485...

Alisa Edwards

Title: Manager of National Institutional Sales

Date: \_\_\_\_\_\_\_\_12/22/2023 | 12:14 PM CST

Approved:

DocuSigned by:

8V. 48BAF71B0894454...

**Chad Coauette** 

Title: Executive Director/CEO

Date: \_\_\_\_\_\_ 12/22/2023 | 1:22 PM CST

Rev. 3/2022

## RFP 092623 - Dental Equipment, Supplies, and Related Solutions

### **Vendor Details**

Company Name: Patterson Dental Supply, Inc

Does your company conduct

business under any other name? If

yes, please state:

**MINNESOTA** 

John Ostipwko

1031 Mendota Heights Rd Address:

St Paul, MINNESOTA 55120

Email: john.ostipwko@pattersondental.com

Phone: 516-474-4884 Fax: 516-474-4884

HST#:

Contact:

### **Submission Details**

Created On: Thursday August 10, 2023 12:31:22
Submitted On: Tuesday September 26, 2023 13:42:46

Submitted By: John Ostipwko

Email: john.ostipwko@pattersondental.com

Transaction #: 2911f06e-cc7a-4818-829c-9b28019953cc

Submitter's IP Address: 136.226.80.198

Bid Number: RFP 092623 Vendor Name: Patterson Dental Supply, Inc

## **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 Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Patterson Dental Supply, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Patterson Dental Supply has no subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Patterson Dental Supply, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 7LTG0 Unique Entity ID by SAM: EMG1C5H32EM7
5	Proposer Physical Address:	1031 Mendota Heights Road St. Paul MN 5510
6	Proposer website address (or addresses):	www.pattersondental.com *
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nicole Romano Strategic Accounts Bid Specialist 1031 Mendota Heights Rd. St. Paul MN 55120 * nicole.romano@pattersondental.com 516-395-9094 **
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Ostipwko National Institutional Sales Specialist 1031 Mendota Heights Rd.  st. Paul MN 55120 john.ostipwko@pattersondental.com 516-474-4884
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Alisa Edwards Manager of National Institutional Sales 1031 Mendota Heights Rd. St. Paul MN 55120 alisa.edwards@pattersondental.com 531-721-0536

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

Line Item Question Response *	
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Bid Number: RFP 092623 Vendor Name: Patterson Dental Supply, Inc

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

Patterson Dental Supply, Inc. (Patterson) is an industry-leading specialty distributor that has served the North American dental market for 145 years through a complete range of consumable dental products, equipment and software, turnkey digital solutions, and value-add services. With 59 branches, 9 fulfillment centers, and 775+ certified service technicians, Patterson has the infrastructure to support all U.S. markets. Sales professionals, service technicians, customer service representatives, and technical service coordinators provide local support at each of our branches, led by a General Manager and Operations Manager. At the Patterson Technology Center (PTC), over 400 of the industry's most knowledgeable, skilled specialists support the full spectrum of technology and software via phone, email, and live chat.

Our information channels and established workflows ensure seamless coverage from corporate to field. Patterson's national footprint ensures immediate response times and consistency in programs and service for all classes of customers. Patterson also has over 125 Technology Advisors, available to provide personalized training for members in-person or online. Patterson will deploy Technology Advisors in tandem with Manufacturing partner trainers if necessary to train on equipment purchases. Supplemental web trainings and demonstrations may be provided after onboarding. Technology Advisors will provide other services as needed, such as software and technology solutions, implementation, system analysis, and recommendations for improvement.

In a partnership with Sourcewell, Patterson will provide the quality dental supplies, service, and equipment you expect-while uncovering savings opportunities. Our goal is to create a strategic partnership with Sourcewell and a first rate experience to you, your members and their staff and patients. Patterson Dental Supply, Inc was legally formed 4/4/1996 incorporated in Minnesota and is lead by Don Zurbay as CEO of Patterson Companies, Kevin Barry as CFO of Patterson Companies and Tim Rogan as President of Patterson Dental.

event of an award?

Patterson will utilize a proven onboarding project plan that will include gathering all members from Sourcewell and setting them up in all necessary systems and confirming that all contracted pricing is loaded to all members. We will populate all Sourcewell's key contacts as related to purchasing and provide training for navigating Patterson Dental's website. Patterson's Technology Advisors are available to provide training for each Sourcewell member. Initial training may cover Patterson's support structure, key contacts, and website ordering. Supplemental web trainings and demonstrations may be provided after onboarding. Patterson utilizes an agile approach to project management and have dedicated Onboarding Specialists to ensure a successful transition. We use a set project plan, but customize it to each customer's requirements and needs. Patterson's strategy is to seamlessly onboard so that there is no disruption in service for any users. The expected time frame for full implementation is 90 days.

During this period, Patterson will collaborate closely with Sourcewell to craft and refine a comprehensive go-to-market strategy, a vital component for ensuring the successful introduction of our partnership. This strategy encompasses a range of critical activities, including, but not limited to:

Mutual Contract Announcements: One of the key steps in our collaboration will be the joint announcement of the contractual agreement between Patterson and Sourcewell. This will involve a coordinated effort to communicate the terms and benefits of the contract to our respective stakeholders.

Direct Member Marketing: To maximize the impact of the newly implemented contract, we will engage in targeted marketing efforts directly aimed at Sourcewell members. This will entail creating tailored marketing materials and campaigns to inform and engage these members effectively.

Sourcewell/Patterson Team Alignments: Successful collaboration requires alignment at all levels. We will work on aligning our teams to ensure a seamless integration of our efforts. This involves coordinating our sales, marketing, and customer support teams to work in synergy with Sourcewell's personnel.

Onboarding Process Review: The onboarding process is a critical element of our partnership's success. We will thoroughly review and optimize this process to make it as efficient and user-friendly as possible for both Sourcewell members and Patterson staff. This review will involve identifying potential pain points and addressing them proactively.

In summary, our collaborative efforts with Sourcewell will extend beyond the contractual agreement. We are committed to devising and executing a well-rounded go-to-market strategy that encompasses various facets of our partnership to ensure its success and maximize its benefits for all stakeholders involved.

11 What are your company's expectations in the

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Patterson Dental Supply, Inc's D&B PAYDEX score is 71 (low risk) and we are currently ranked number 536 by Fortune. Full financial statements can be accessed via our Investor Relations link: https://investor.pattersoncompanies.com/investor-relations/financial/default.aspx#section=annual	*
13	What is your US market share for the solutions that you are proposing?	Patterson Dental Supply Inc.'s US market share is approximately 24.3%.	*
14	What is your Canadian market share for the solutions that you are proposing?	We are not offering to sell to Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Patterson Dental Supply, Inc. has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Patterson Dental Supply, Inc. is an authorized distributor for all major Dental Material and Equipment manufacturers. With over 300 distribution agreements actively in place, Patterson is in a strong position to support all needs of Sourcewell members. Patterson has authorized partnerships with some of the industry's most reputable companies, allowing us to distribute a wide range of dental materials and equipment produced by these manufacturers. It's important to note that while we do have the authorization to distribute products from various manufacturers, providing dealer agreements for all manufacturers we carry would be a substantial undertaking. Many of these agreements are considered confidential and proprietary, making it challenging to disclose them in their entirety. However, we are committed to upholding the terms and conditions of these agreements to ensure the highest level of service and support for our customers.	*

17	If applicable, provide a detailed explanation	Patterson Dental Supply, Inc. holds a range of licenses and certifications to conduct
	outlining the licenses and certifications that are both required to be held, and actually	business within the dental and healthcare industries, including those required to fulfill the services outlined in this RFP. These licenses and certifications encompass:
	pursuit of the business contemplated by this	1. Dental Distribution License: Patterson Dental Supply, Inc. maintains the necessary licenses for the distribution of dental materials and equipment, ensuring compliance with state and federal regulations.
		2. Authorized Dealer Agreements: Our organization holds authorized dealer agreements with manufacturers, which may necessitate specific certifications or authorizations for the distribution of their products.
		3. Medical Device Licenses: In compliance with applicable medical device regulations, including FDA requirements, we adhere to regulations for dental equipment and materials that are classified as medical devices.
		4. HIPAA Compliance: Patterson Dental Supply, Inc. complies with the Health Insurance Portability and Accountability Act (HIPAA) regulations, ensuring the secure handling of protected health information (PHI) related to dental practices.
		5. ISO 13485 Certification: We have achieved ISO 13485 certification, which is an internationally recognized quality management standard for medical devices, reaffirming our commitment to product quality and safety.
		6. MDSAP Certification: Patterson Dental Supply, Inc. holds certification for the Medical Device Single Audit Program (MDSAP) standards, which allows us to demonstrate compliance with regulatory requirements across multiple countries.
		7. NABP Accreditation: We are recognized as an accredited drug distributor by the National Association of Boards of Pharmacy (NABP), emphasizing our commitment to upholding industry standards for drug distribution.
		8. State Sales Tax Permits: To facilitate sales and transactions, we possess state sales tax permits as mandated by the jurisdictions in which we operate.
		9. Business Licenses: Patterson Dental Supply, Inc. maintains appropriate business licenses and permits in various locations where we conduct business.
		10. Privacy and Security Compliance: In addition to HIPAA, we strictly adhere to data privacy and security regulations to safeguard customer and patient information.
		11. Insurance and Liability Coverage: We maintain comprehensive insurance coverage, including general liability insurance, to mitigate unforeseen risks and uphold financial responsibility.
		These licenses and certifications underscore our unwavering commitment to compliance with all relevant industry standards, regulations, and ethical business practices. Patterson Dental Supply, Inc. prioritizes the highest level of service, product quality, and patient data protection within the dental and healthcare sectors.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We can confirm that Patterson Dental Supply, Inc. has not experienced any instances of suspension or debarment within the past ten years. Our organization remains committed to upholding the highest standards of compliance and ethical business practices in all our endeavors.

Bid Number: RFP 092623

## **Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Patterson Dental has earned a remarkable array of prestigious accolades and acknowledgments, solidifying its status as a leader in the dental and healthcare industries. These recognitions include:	
		E&I Cooperative Services Awards: - In 2022, Patterson Dental was recognized by E&I Cooperative Services with the "Best-in-Class Member Responsiveness" award. This achievement underscores Patterson's unwavering dedication to promptly and effectively addressing the needs and inquiries of its cooperative members. It highlights the company's commitment to nurturing strong relationships and ensuring a high level of satisfaction among its partners.	·
		- Building upon this success, Patterson Dental continued its outstanding performance in 2023, securing the "Best-in-Class Sales Support" award from E&I Cooperative Services. This accolade highlights the company's exemplary sales support services, designed to assist cooperative partners in achieving their goals and navigating the complexities of the dental industry. It emphasizes Patterson's proactive and tailored approach to aiding its partners in making informed decisions and achieving their objectives.	
		Industry Recognitions: - Patterson Dental's dedication to excellence in the dental supply sector was acknowledged with the "Best Overall Dental Supply Company" award by Verywell Health in 2022. This honor reflects the company's commitment to providing top-tier dental supplies and services, as well as its contribution to advancing dental healthcare Forbes included Patterson Dental on its prestigious list of "America's Best Large Employers" in 2022, highlighting the company's commitment to fostering a positive and supportive workplace environment for its employees Patterson Dental earned a place of distinction on Fortune's esteemed list of the "World's Most Admired Companies" in 2023. This recognition signifies the company's outstanding reputation within the dental industry and its commitment to upholding the highest standards of business excellence.	*
		These awards collectively showcase Patterson Dental's dedication to excellence in dental supply, its exceptional workplace culture, and its esteemed standing within the global business community. These recognitions not only validate the company's commitment to its customers, partners, and employees but also reinforce its position as a trusted and admired leader in the dental industry and beyond.	
20	What percentage of your sales are to the governmental sector in the past three years	Patterson's percentage of sales in the past three years to the government sector is about 3.75%	*
21	What percentage of your sales are to the education sector in the past three years	Patterson's percentage of sales in the past three years to the educations sector is about 0.50%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Patterson Dental Supply, Inc was awarded an E&I Cooperative contract in June of 2021. During the initial 12 month period we recorded growth in the hundreds of percent month over month, finishing our first full contract year in excess of \$6mm. Our past 12 months in sales to the same contract approached \$20mm.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Patterson Dental Supply Supports the Federal Government through a GSA Schedule, a DLA e-catalog as well as open market purchases. Our average annual sales to the Federal government is approximately \$5 million across all contracts and purchases.	*

## **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 *	
State of Virginia	Mr. Gabriel Washington, VCO, VCA	(804) 786-1603	*
Stonybrook University	Spencer Busia	(631) 632-3188	*
Hennepin County	Henry Schulteis	(612) 596-8633	*

Bid Number: RFP 092623 Vendor Name: Patterson Dental Supply, Inc

### **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	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various Education Entity	Education	Texas - TX	Merchandise, Equipment, Parts and Services	\$300.00 - \$1M	\$2.2M	*
Various Government Entity	Non-Profit	Missouri - MO	Merchandise, Equipment, Parts and Services	\$400.00 - \$1M	\$7.8M	*
Various Education Entity	Education	Illinois - IL	Merchandise, Equipment, Parts and Services	\$1,000.00 - \$600,000.00	\$1.1M	*
Various Government Entity	Non-Profit	New Mexico - NM	Merchandise, Equipment, Parts and Services	\$100.00 - \$700,000.00	\$900,000.00	*
Various Government Entity	Government	Minnesota - MN	Merchandise, Equipment, Parts and Services	\$6,000.00 - \$900,000.00	\$1.1M	*

### 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.	Patterson Dental is proud to maintain a dedicated and highly skilled team to serve our valued customers. With a vast network of professionals, our organization is equipped to provide exceptional service and support:  Sales Professionals: We have a robust team of over 1200 sales professionals who are committed to understanding and meeting the unique needs of our customers. Service Technicians: Our network includes 775 service technicians who possess the technical expertise to provide on-site support and maintenance for a wide range of dental equipment and systems.  Customer Service Representatives: With a team of 150 customer service representatives, we ensure that our customers receive prompt and efficient assistance, addressing inquiries and requests.  Technical Service Coordinators: Our technical service coordinators play a pivotal role in coordinating and managing service requests, ensuring a streamlined and responsive service experience.  Local Support: At each of our branches, we have local support teams led by General Managers and Operations Managers who oversee operations and ensure a high level of service delivery.  At Patterson Dental, our people are at the heart of our commitment to excellence. We take pride in our team's dedication to providing the best possible support to our customers, whether it's through sales, service, or customer care.	*
27	Dealer network or other distribution methods.	Patterson Dental Supply, Inc. boasts a robust infrastructure that enables comprehensive support across all U.S. markets. Here's a detailed overview of our capabilities:  - Branches: With 59 branches strategically located throughout the United States, we have a strong local presence to serve our customers effectively.  - Fulfillment Centers: Our 9 fulfillment centers are strategically positioned to streamline the distribution of products and equipment to meet customer demands efficiently.  - National Footprint: Patterson Dental Supply, Inc. operates on a national scale, enabling us to deliver rapid response times and consistent programs and services to customers across all segments.	*

Bid Number: RFP 092623 Vendor Name: Patterson Dental Supply, Inc

28	Service force.	Patterson Dental Supply, Inc. is committed to delivering excellence in every aspect of our service, leveraging our extensive national presence, highly skilled personnel, and cutting-edge technology support to meet the diverse needs of our valued customers. Here's a detailed overview of our service capabilities:  - Certified Service Technicians: Our network of over 775 certified service technicians possesses the expertise needed to provide on-site technical support and maintenance.  - Local Support Teams: At each branch, our dedicated sales professionals, service technicians, customer service representatives, and technical service coordinators work under the guidance of General Managers and Operations Managers. They ensure localized support and responsive service.  - Patterson Technology Center (PTC): PTC houses a team of over 400 highly knowledgeable specialists who cover the full spectrum of technology and software support. They are accessible via phone, email, and live chat.  - Technology Advisors: We have a team of over 125 Technology Advisors who are available to provide personalized training and support, either in-person or through online channels. Their expertise ensures that members receive tailored guidance to optimize their technology solutions.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Patterson Dental offers multiple ways for customers to place orders, including through our eCommerce platform, by calling into our customer service teams, or by email. Additionally, our integrations team provides e-procurement integration options for various systems, such as Punchout, Hosted Catalog, EDI, and cXML. This allows customers to choose the ordering method that works best for them and helps streamline the purchasing process. Patterson Dental's eCommerce platform offers a user-friendly and convenient online ordering experience for standard merchandise. With over 100,000 SKUs available, it provides customers with a wide range of products to choose from. The platform includes order approval rules and account management functionality, making it an efficient and effective solution for your needs. Access to Pattersondental.com is provided free of charge to Patterson Dental customers and Sourcewell members. Additionally, Patterson has a full time integrations team capable of integrating with Hosted Catalog/EDI or cXML ordering, punchout with full PO processing, and popular procurement systems such as Coupa, Jaggaer, UniMarket, Lawson and Oracle. Moreover, we have an API that can be used by third-party systems for customer, pricing, inventory, and ordering data.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Patterson Dental Supply, Inc. places a strong emphasis on providing exceptional customer service to meet the needs of our valued customers. Our customer service program is designed to be responsive, efficient, and customer-centric. Here's a detailed overview of our customer service process and procedures:  1. Multichannel Support: We offer multiple channels for customer support, including phone, email, and live chat, to ensure accessibility and convenience for our customers.  2. Dedicated Customer Service Representatives: Our team of dedicated customer service representatives is highly trained and knowledgeable about our products and services. They are available during regular business hours to assist with inquiries, orders, and support requests.  3. Technical Service Coordinators: For technical issues and service requests, our technical service coordinators play a pivotal role in coordinating on-site service visits by our certified service technicians.  4. Prompt Response Times:  - Phone Support: We commit to answering phone calls promptly, with minimal wait times. Our goal is to provide immediate assistance whenever possible.  - Email Support: Email inquiries are typically addressed within 24 hours, ensuring timely responses to written requests.  - Live Chat: Our live chat support offers real-time assistance, enabling customers to receive quick answers to their questions.  5. Service Commitments:  - For emergency service requests, we offer a 4-hour response time commitment, ensuring rapid assistance in critical situations.  - Non-emergency service requests typically receive a response within 48 hours.  6. Incentives and Service Goals:  - We have established service goals and key performance indicators (KPIs) to monitor and improve our customer service operations continually.  - Our incentives focus on exceeding service goals, which may include recognition and rewards for exceptional customer service operations continually.  - Our incentives focus on exceeding service goals, which may include recognition and r

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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Patterson Dental places great importance on delivering high-quality supplies and equipment to customers promptly and efficiently. To achieve this, the company operates fulfillment centers in the U.S., which are strategically located for quick and efficient shipping of consumable supplies. Customers can place orders for consumables through sales representatives, customer service representatives, or online, 24/7.  To ensure timely and accurate delivery, Patterson Dental maintains sufficient	*
		inventories at its fulfillment centers, which are mostly made up of consumable supplies and pharmaceutical products. The company's purchasing department uses a real-time perpetual inventory system to manage inventory levels and ensure the availability of its product lines.	
		In order to gauge customer satisfaction, Patterson Dental conducts web surveys and collects branch-level satisfaction surveys. The company is committed to providing the highest level of service to all its customers, regardless of size.	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Patterson Dental Will not be providing services to participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have no blackout areas in the country - with 59 branches, 9 fulfillment centers and 775+ certified service technicians, Patterson has the infrastructure to support all U.S. markets.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Patterson is fully equipped to support all continental US Sourcewell members, including Alaska and Hawaii, through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Patterson Dental Supply, Inc does not have any restrictions from a service ability for Alaska or Hawaii, our Alaska Customers are serviced by our Seattle, WA branch and our Hawaii customers are serviced by our Hawaii branch located in Kapolei, located on the Western side of Oahu.	*

## **Table 7: Marketing Plan**

Line	Question	Poppone *	
Item	Question	Response *	

Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.

Below includes some of Patterson's marketing plans for how to best market our newly awarded contract:

### 1. Targeted Outreach:

- Identify and segment the target audience, including Higher Education and Government within Sourcewell's membership.

### 2. Digital Marketing:

- Develop a dedicated webpage or microsite on Patterson's website to showcase the contract and its benefits.
- Utilize email marketing campaigns to reach out to Sourcewell members with personalized messages highlighting the contract opportunity.

### 3. Direct Mail and Collateral:

- Create printed marketing collateral, such as brochures, flyers, and postcards, to send to Sourcewell members via direct mail.
  - Include contract information in Patterson's product catalogs and promotional materials.

### 4. Webinars and Workshops:

- Host informational webinars and workshops to educate Sourcewell members about the contract, its advantages, and how to leverage it for their dental procurement needs.

### 5. Trade Shows and Conferences:

- Participate in relevant dental industry trade shows and conferences to showcase the contract and engage with potential customers in person.

#### 6. Partner Collaborations:

- Collaborate with industry partners and associations to promote the contract to a broader audience.

### 7. Customer Testimonials:

- Collect and share success stories and testimonials from existing customers who have benefited from Patterson's solutions and the Sourcewell contract.

### 8. Educational Content:

- Create informative content such as whitepapers, case studies, and articles that highlight the value and cost savings associated with the contract.

### 9. Tracking and Analysis:

- Implement tracking mechanisms to monitor the effectiveness of marketing efforts.
- Analyze data to refine the marketing strategy, focusing on channels and messaging that yield the best results.

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uSigr 37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	After launching a mar comprehensive approximate our process:  1. Google Analytics: gather detailed data of Analytics provides essincluding our website  2. Data Studio: Data create customized, in sources, including Gotrends in real-time.  3. Key Metrics: We to page views, click-thrometrics help us evaluded. Conversion Trackir taken by users, such
		assess the campaign 5. A/B Testing: To opelements, such as aditerative approach allowable. Segmentation: We audience groups. This strategies to specific 7. Goal Setting: Clea marketing campaign. to achieve specific ou 8. Continuous Improv

rketing campaign, Patterson Dental Supply, Inc. employs a ach to tracking and analyzing its performance. Here's an overview of

- We utilize Google Analytics, a powerful web analytics platform, to on website traffic, user behavior, and conversion rates. Google sential insights into how users interact with our online assets, and digital marketing campaigns.
- Studio is a data visualization and reporting tool that allows us to teractive dashboards and reports. By integrating data from various pogle Analytics, we can visualize campaign performance metrics and
- rack a range of key metrics, such as website traffic, bounce rates, ough rates (CTR), conversion rates, and goal completions. These uate the effectiveness of our marketing campaigns.
- ng: We implement conversion tracking to monitor specific actions as form submissions, downloads, or purchases. This enables us to 's impact on lead generation and sales.
- ptimize campaign performance, we conduct A/B testing on various d copy, design, landing page layout, and call-to-action buttons. This ows us to refine our strategies based on data-driven insights. segment user data to gain a deeper understanding of different
- s segmentation helps us tailor our marketing messages and demographics, behaviors, and interests.
- ir and measurable goals are established at the outset of each These goals serve as benchmarks for success and guide our efforts utcomes.
- rement: Our data analysis process is ongoing. We regularly review campaign performance data, identify trends, and refine our marketing strategies accordingly. This iterative approach ensures that we adapt to changing market dynamics and customer preferences.
- 9. Reporting: We generate regular reports using Data Studio to communicate campaign performance to stakeholders. These reports provide a visual representation of key metrics and insights, facilitating data-driven decision-making.

Patterson Dental Supply, Inc. is committed to leveraging data analytics to optimize our marketing campaigns continually. By closely monitoring performance, gathering insights, and making data-backed adjustments, we aim to deliver impactful and effective marketing initiatives that resonate with our target audience and drive results.

38 In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?

In our view, Sourcewell plays a critical role in promoting contracts that arise from this RFP. Sourcewell's role primarily involves facilitating the procurement process for its members by vetting and awarding contracts through a competitive and transparent process. Sourcewell acts as a trusted intermediary, ensuring that its members have access to pre-negotiated, value-driven contracts that meet their specific needs and align with procurement regulations.

When a contract is awarded by Sourcewell, Patterson Dental Supply, Inc. would integrate it into our sales process in the following ways:

- 1. Awareness and Education: We would actively promote the Sourcewell-awarded contract to our sales teams, ensuring that they are aware of the contract's details, benefits, and any unique terms or conditions.
- 2. Customer Engagement: Our sales representatives would proactively engage with Sourcewell members to introduce them to the contract opportunity. This includes communicating the advantages, cost savings, and value-added services associated with the contract.
- 3. Customized Solutions: We would work closely with Sourcewell members to understand their unique requirements and tailor our offerings to align with their needs. This may involve creating custom hot lists or product bundles based on their purchasing history and preferences
- 4. Contract Compliance: We would ensure that our sales processes and pricing adhere to the contract terms established by Sourcewell, guaranteeing consistency and transparency for Sourcewell members.
- 5. Reporting and Analytics: Patterson would provide Sourcewell with the necessary transaction data and reporting to facilitate compliance and performance monitoring, ensuring that the contract continues to deliver value over time.

Overall, Sourcewell's role is pivotal in simplifying the procurement process for its members by providing access to vetted contracts. Patterson Dental Supply, Inc. would fully support this effort by effectively integrating Sourcewell-awarded contracts into our sales process, providing exceptional value and service to Sourcewell members in alignment with their unique needs and goals.

	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Patterson Dental's eCommerce platform offers a user-friendly and convenient online ordering experience for standard merchandise. With over 100,000 SKUs available, it provides customers with a wide range of products to choose from. The platform includes order approval rules and account management functionality, making it an efficient and effective solution for your needs. Access to Pattersondental.com is provided free of charge to Patterson Dental customers and Sourcewell members. Additionally, Patterson has a full time integrations team capable of integrating with Hosted Catalog/EDI or cXML ordering, punchout with full PO processing, and popular procurement systems such as Coupa, Jaggaer, UniMarket, and Oracle. Moreover, we have an API that can be used by third-party systems for customer, pricing, inventory, and ordering data.	*
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**Table 8: Value-Added Attributes** 

Bid Number: RFP 092623

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Patterson Dental Supply, Inc. is committed to providing comprehensive product, equipment, maintenance, and operator training programs to Sourcewell participating entities. These programs are designed to ensure that members can effectively utilize the dental materials and equipment available through our contract. Here are the key details:  1. Product and Equipment Training:  - Standard Offering: Patterson offers standard product and equipment training to all Sourcewell participating entities. This training is typically provided as part of the contract benefits.  - Training Content: Our training programs cover a wide range of dental products and equipment, including dental chairs, instruments, sterilization equipment, and dental materials (e.g., crowns, fillings, impression materials). The content is designed to enhance users' understanding of product features, usage, and maintenance.  - Training Providers: Training sessions may be conducted by Patterson's product specialists and technical experts, who possess in-depth knowledge of the products and equipment we offer.  2. Maintenance Training:  - Standard Offering: Maintenance training is a critical component of our service. It is typically included as part of the contract benefits.  - Training Content: Maintenance training focuses on the proper care and upkeep of dental equipment to ensure longevity and optimal performance. This includes guidance on routine maintenance tasks and troubleshooting common issues.  - Training Providers: Maintenance training is often delivered by our certified service technicians, who are experts in servicing dental equipment.  3. Operator Training:  - Standard Offering: Operator training is a standard offering for applicable dental equipment.  - Training Content: Operator training is a standard offering for applicable dental equipment.  - Training Providers: Operator training may be conducted by our technical experts or manufacturer representatives, depending on the equipment.  Patterson Dental Supply, Inc. is dedicated to facilitati	*

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41	Describe any technological advances that your proposed products or services offer.	Patterson Dental Supply, Inc. continually embraces technological advances to enhance the products and services we offer. Our commitment to innovation is reflected in several key areas:  1. Digital Integration: We offer digital solutions that streamline dental practice management, including electronic health records (EHR), digital imaging, and patient communication tools. These technologies enhance practice efficiency, reduce paperwork, and improve patient engagement.  2. Imaging Technology: Our product portfolio includes state-of-the-art digital radiography systems, 3D imaging, and intraoral scanners. These technologies provide superior diagnostic capabilities, reduced radiation exposure, and enhanced treatment planning precision.  3. CAD/CAM Solutions: We offer cutting-edge computer-aided design and computer-aided manufacturing (CAD/CAM) solutions for restorative dentistry. These systems enable precise and efficient fabrication of dental restorations such as crowns, bridges, and implants.  4. Teledentistry: Patterson Dental Supply, Inc. supports teledentistry solutions that enable remote consultations, patient education, and case collaboration. These technologies enhance access to care and patient-provider communication.  5. Practice Analytics: We provide data analytics tools that help dental practices track key performance metrics, improve patient engagement, and optimize practice workflows. These insights empower practices to make data-driven decisions for growth and efficiency.  6. Infection Control: Our product range includes advanced infection control solutions, such as sterilization equipment and monitoring systems, designed to ensure the highest standards of safety and compliance.  7. Equipment Efficiency: We offer energy-efficient dental equipment and environmentally friendly technologies that reduce resource consumption and operational costs for dental practices.  8. Training and Education Platforms: Patterson Dental Supply, Inc. leverages technology to offer online training and education platforms, e
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We believe that sustainability takes root from the ground up — beginning with employee initiatives and resulting in green building operations. We strive to meet quality standards and minimize our overall impact on the environment.  We continually evaluate our facility needs and seek opportunities to maximize the use of our real estate. Since 2017, we have reduced our global footprint by 200,000 square feet through smart consolidation of our facilities.  Patterson's fulfillment centers, which supply products through the Patterson Logistics Services Inc. (PLSI) distribution network, leverage energy-efficient building systems and solar panels within our facilities. We incorporate design and construction techniques that advance energy efficiency and reusability and are actively reducing our carbon footprint by making lighting upgrades and adhering to the use of recycled materials to preserve our natural resources. The Patterson Technology Center (PTC), a 100,000-square-foot facility in Effingham, Ill., is a Silver LEED-certified building. The PTC features a state-of the-art, energy-efficient heating, ventilation and air conditioning system as well as energy-efficient lighting throughout the building. Its low-flow plumbing fixtures save approximately 250,000 gallons of water per year — enough to fill a typical home pool 20 times.  In 2019, an employee task force focused on improving our sustainability efforts as a pilot in our corporate headquarters, with the goal of achieving 50% waste reduction through organics recycling. The task force partnered with Dakota County to receive a grant for materials to make the recycling and organics program a reality. Under the "Go Green"

recycle, reducing our overall waste.

branding, the team communicated and trained all Minnesota employees on how to properly

43	Identify any third-party issued ecolabels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Patterson Dental Supply, Inc. is deeply committed to environmental sustainability and has undertaken several initiatives to reduce our environmental footprint. While we do not have third-party eco-labels or certifications specific to individual products in our proposal, our sustainability efforts encompass a broader range of practices:  1. Recyclable Packaging: All of our products and equipment are thoughtfully packaged in recyclable materials, reflecting our commitment to eco-friendly packaging solutions.  2. Carbon Footprint Reduction: Patterson Dental Supply, Inc. has established robust processes for monitoring and measuring our carbon footprint. We implement targeted plans to reduce our emissions and minimize our environmental impact.  3. LEED-Certified Facility: Our Patterson Technology Center, a critical hub for innovation and support, is proudly recognized as a Silver LEED-certified building. This achievement underscores our dedication to sustainable construction practices and environmentally responsible infrastructure.  4. Corporate Responsibility Report: For comprehensive insights into our sustainability initiatives, including energy efficiency, life-cycle design considerations, and broader green and sustainability factors, we invite you to reference the sustainability section of our Corporate Responsibility Report. This report provides detailed information on our ongoing efforts to reduce our environmental impact and exemplifies our commitment to sustainable business practices.  While we do not possess specific third-party certifications for individual products, our overarching commitment to sustainability extends across our operations. We continuously strive to align our practices with eco-friendly principles and look forward to contributing to a greener, more sustainable future.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Patterson Dental Supply, Inc. is classified as a large business entity, and we do not have specific designations or certifications related to small business, minority-owned, or womenowned status. However, we are committed to promoting diversity and inclusion within our organization and supporting businesses of all sizes and backgrounds through our procurement processes. Our focus is on providing exceptional products and services to meet the diverse needs of our customers and partners.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Patterson Dental Supply, Inc. is dedicated to providing the highest level of support to our customers in the dental industry. We aim to be a trusted partner, helping dental practices succeed by offering top-quality products, expert guidance, and a commitment to their long-term success. Some key highlights of Patterson's unique approach include:  1. Dedicated Sales Representatives: We have over 1200 highly knowledgeable and dedicated sales representatives who work closely with our customers. They provide personalized support, answer questions, and offer expert advice to ensure our customers have the right products and solutions for their dental practices.  2. Extensive Product Range: Patterson offers a vast range of dental products, equipment, and technology solutions. Our comprehensive inventory allows customers to find everything they need in one place, streamlining the procurement process.  3. Cutting-Edge Technology: We stay at the forefront of dental technology, offering the latest innovations in equipment and digital solutions. Our customers can access state-of-the-art technology to enhance patient care and improve their practice efficiency.  4. Educational Resources: Patterson provides educational resources, including training and seminars, to help our customers stay informed about the latest developments in the dental field. We believe that informed customers can make better decisions for their practices.  5. Supportive Service Teams: Our customer service teams are available to assist with orders, product inquiries, and any issues that may arise. We prioritize responsive and helpful customer support to ensure a smooth experience.  6. Inventory Management: We offer inventory management solutions to help dental practices optimize their stock levels and reduce costs. This ensures that our customers have the right supplies on hand when they need them.  7. Consultative Approach: We take a consultative approach when working with our customers. Our sales representatives collaborate with dental professionals to	*

**Table 9: 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.

Bid Number: RFP 092623 Vendor Name: Patterson Dental Supply, Inc

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Patterson Dental Supply, Inc. is a market leading distributor for all of the major dental supply, equipment and technology manufacturers. As a premier dealer partner for our manufacturing partners we work to facilitate all manufacturer warranties as a conduit between our customers and our manufacturers. On all large equipment purchases over \$2,500 Patterson will extend a 6 month "worry-free" service labor warranty to all Sourcewell members to compliment the Manufacturers' parts warranty.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	As a distributor, Patterson does not directly warranty the products and equipment that we sell. As mentioned above, we will work to facilitate all applicable manufacturer warranties on behalf of Sourcewell's members. Being that we carry Dental materials, equipment and technology from hundreds of manufacturers we cannot speak specifically to usage restrictions or limitations that would adversely affect coverage; those would be determined by each individual manufacturer.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Upon a Sourcewell members purchase of large equipment and installation, Patterson provides a 6 month "worry free" service labor warranty which will include travel time and mileage to facilitate repairs during that time period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Patterson takes pride in offering comprehensive national coverage through our dedicated technical service team to support the products we sell. We ensure that there are no gaps in coverage. For all Sourcewell entities, we guarantee a swift response time:  Emergency Response: In the case of emergencies, such as critical equipment breakdowns (e.g., vacuums, compressors, sterilizers) that are essential for the continued functionality of Sourcewell members, Patterson commits to a priority emergency response.  Non-Emergency Response: For non-emergency situations, Patterson pledges a responsive 72-hour turnaround time. This ensures that all maintenance and service requests are addressed promptly to minimize disruptions for our valued Sourcewell members.  Our commitment to quick and reliable technical support underscores our dedication to ensuring that Sourcewell entities can maintain seamless operations, especially when it comes to vital dental equipment.	* !
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically, warranty service for items made by other manufacturers is passed on to the original equipment manufacturer (OEM). The warranty coverage and terms for products from different manufacturers may vary, and it's common practice for the OEM to handle warranty claims and service directly.	*

51	What are your proposed exchange and return programs and policies?	Standard Merchandise Return Policy  1. Purchased merchandise items may be returned to Patterson if the original invoice date is within the previous 90 days, with exceptions made for COVID business impacts. Returns for invoices older than 90 days can be processed via Patterson Field Sales Reps or Patterson Branch Personnel.  2. All returned product must be associated with a copy of the original customer invoice.  3. Merchandise items can be returned to Patterson by the customer through the online returns portal in pattersondental.com, via Patterson Field Sales Reps, or via Patterson Branch Personnel.  a. Items with a customer purchase price of \$250/each or less may be returned via the customer online portal.  i. Goods are shipped directly from the customer to a Patterson Fulfillment Center via UPS — the shipping label is generated via the customer return order in pattersondental.com.  ii. Customer will receive credit on their account within 24 hours of Patterson's physical receipt of the goods.  b. Items with a customer purchase price of \$250/each or more may be returned via local Patterson Branch Personnel.  Standard Return Product Requirements  For a product to be approved for return and enable the customer to receive a credit, it must meet the following conditions:  1. Equipment and tech service part items are excluded from this policy. Approval is up to the discretion of the branch General Manager, and these products must be returned via Patterson Branch Personnel.  2. Out-of-box or open-box handpieces are not able to be returned to Patterson.  3. Merchandise items returned without the original packaging intact or where packaging has been modified in any way may not qualify for a refund.  4. Original delivery charges qualify for credit when product is returned due to product damaged prior to customer's receipt of goods, a Patterson ordering error, or a Patterson shipping error.  5. Special order items (e.g. certain imprint or custom printed items) are non-returnable.  Controlled Substances and Hazardous Mate	*
52	Describe any service contract options for the items included in your proposal.	or returns.  Patterson Dental Supply, Inc. is committed to providing flexibility and tailored solutions to meet the specific needs of participating agencies. Upon request, we are more than willing to prepare custom service agreements with personalized service rates. These custom agreements can be designed to align precisely with the unique requirements of each member agency, ensuring that they receive the most appropriate and cost-effective service package.	
		In addition to custom service agreements, Patterson is pleased to offer standing service calls for preventative maintenance. These service calls can be scheduled at intervals that best accommodate the member's needs, helping to ensure that their equipment remains in optimal condition, reducing downtime, and promoting the long-term efficiency of their dental operations.	*
		Our aim is to provide Sourcewell members with the flexibility and personalized support necessary to optimize their dental equipment and service requirements, all while maintaining the highest standards of quality and customer satisfaction.	

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

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Patterson offers a versatile range of payment methods to cater to the diverse needs of our customers. Our payment capabilities encompass several convenient options designed to streamline transactions and ensure a seamless purchasing experience:	
		Credit and Debit Cards: We accept major credit cards and debit cards, providing a quick and secure way to make purchases. This option allows for instant payment processing and is widely used for both online and in-person transactions.	
		ACH Bank Transfers: Customers can opt to pay though electronic funds transfer directly from their bank accounts. This method is known for its reliability, reduced processing time, and cost - effectiveness.	
		Purchase Orders: For institutional and business clients, the option to pay though purchase orders is available. This method facilitates procurement processes within organizations and allows for consolidated billing.	*
		Online Payment Platforms: Our online platform provides a secure environment for customers to make payments using various digital wallets and payment gateways, enhancing convenience and security.	
		Invoice Billing: Patterson Dental also offers invoice billing for eligible customers, allowing them to receive products and services with the flexibility to settle payment within an agreed-upon timeframe.	
		Recurring Payments: Customers who require regular supplies or services can set up recurring payments, automating the payment process for consistent and hassle-free transactions.	
		At Patterson Dental, we prioritize security, efficiency, and flexibility in our payment methods, ensuring that customers have the freedom to choose the option that best suits their preferences and business requirements.	
54	Describe any leasing or financing options available for use by educational or governmental entities.	To support larger purchases and investments, Patterson Dental offers financing solutions. This enables customers to spread out payments over time, making it easier to acquire high-value equipment and supplies without a substantial upfront cost. We do not offer leasing programs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Patterson Dental Supply, Inc. has a standard customer application as well as an equipment purchasing agreement both which contain our standard terms and conditions. Samples of both of these are included in our submission for review.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Patterson Dental Supply, Inc. understands the importance of providing flexible payment options for our customers, including Sourcewell participating entities. We do accept the P-card (Procurement Card) procurement and payment process.	*

## **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 Item Question Response *
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Bid Number: RFP 092623 Vendor Name: Patterson Dental Supply, Inc

Bid Number: RFP 092623

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Patterson Dental Supply, Inc. is pleased to extend a generous discount to all Sourcewell members. As part of our commitment to offering exceptional value, we are providing a 21% discount off the list price for our entire merchandise line and 25% discount for large equipment. This significant discount ensures that Sourcewell members can access our products at a highly competitive rate. To further enhance the value we provide, we will also work closely with each Sourcewell member to develop member-specific hot lists. These customized lists will be tailored and all-encompassing to meet the unique needs and preferences of each member, ensuring that they have access to the most relevant and cost-effective products and solutions for their dental operations. Our goal is to go above and beyond in delivering value and support to Sourcewell members.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Patterson Dental Supply, Inc. will provide all Sourcewell members a 21% discount off the list price for our entire merchandise line and a 25% discount off the list price for all large equipment. All members will be extended a custom hot list to ensure we are delivering them the absolute best discounts based on their unique needs. By combining the 21% discount with the tailored hot list, our members can expect to achieve significant savings. On average, the combined discounts typically result in approximately 30-35% off the list price. We are committed to providing outstanding value and cost savings to our valued Sourcewell members.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Patterson Dental Supply, Inc. offers quantity and volume discounts to provide added value to our customers. Here's an overview of these offerings:  Quantity Discounts: We can provide discounts based on the quantity of products ordered. The more the member orders, the greater the potential discount. This encourages bulk purchasing and helps Sourcewell's members save on their procurement costs.  Volume Discounts: For customers with ongoing, high-volume purchasing needs, we can offer customized volume discounts. These discounts are tailored to accommodate larger-scale operations and can result in additional extensive savings.  Tiered Pricing: We often implement tiered pricing structures on member hot lists, where customers can unlock progressively better discounts as they reach higher order volumes. This system encourages loyalty and rewards consistent business.  Contract Pricing: In some cases, we work with customers to establish contract pricing agreements that are aligned with their long-term procurement needs. These agreements can provide stability in pricing and ensure favorable terms for our customers.  Promotional Discounts: Periodically, Patterson Dental Supply, Inc. offers special promotions and discounts on specific products or product categories. These limited-time offers provide opportunities for customers to save even more on their purchases.  The specific details and eligibility criteria for these discounts may vary and can be discussed directly with our sales representatives. We aim to provide flexible pricing options to accommodate the diverse needs of our customers, whether they are small dental practices or larger healthcare facilities.	*

DocuSign Envelope ID: E7C75D5C-5D73-4B43-A54D-6452DCE8B94D Facilitating the procurement of "sourced" products or related Propose a method of facilitating "sourced" products or services, often referred to as "open market" items or "nonstandard related services, which may be referred to as "open options," can be achieved through a transparent and flexible market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such approach: request. Customized Quote System: 1. Request Submission: Sourcewell members can submit requests for "open market" or nonstandard items through our dedicated Account Executive. 2. Item Assessment: Patterson Dental Supply, Inc. reviews each request to assess feasibility, availability, and cost considerations. 3. Transparent Pricing: Patterson provides a transparent pricing structure for each requested item or service. This pricing structure may include: "At Cost Plus a Percentage": Patterson adds a fixed percentage (e.g., a pre-determined markup) to the acquisition cost to cover overhead and operational expenses. "Customized Quote": For complex or unique requests, Patterson provides a detailed, itemized quote that breaks down all costs associated with the requested item or service. This ensures complete transparency and allows the Sourcewell member to understand the pricing components. 4. Negotiation and Approval: Sourcewell members have the opportunity to negotiate the pricing and terms with Patterson. Once mutually agreed upon, the pricing and terms are documented and approved. 5. Order Fulfillment: Upon approval, Patterson fulfills the order promptly and efficiently, ensuring that the "sourced" products or services are delivered in a timely manner. 6. Tracking and Reporting: Patterson maintains a record of all "open market" item requests, their associated pricing, and order history. This data can be made available to Sourcewell members for tracking and reporting purposes. This method allows Sourcewell members to have the flexibility to procure nonstandard items while maintaining transparency and control over pricing. It also provides an opportunity for negotiation, ensuring that members can secure the best possible value for their unique requirements. Through this approach, Patterson Dental Supply, Inc. aims to accommodate the diverse needs of Sourcewell members effectively and efficiently. 61 For the majority of items proposed by Patterson Dental Supply, Inc. Identify any element of the total cost of acquisition that is they are being proposed as FOB with all associated costs included NOT included in the pricing submitted with your response. This includes all additional charges associated with a in the selling price. Some instances where additional costs may be purchase that are not directly identified as freight or incurred include but are not limited to hazardous materials fees, shipping charges. For example, list costs for items like prenext day air fees, dropshipping fees for non-stock items etc.

delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Patterson Dental Supply, Inc. typically proposes FOB (Free On Board) terms for the majority of items, where all associated costs are included in the selling price. This simplifies the purchasing process for our customers by providing a clear and inclusive price for the products or services.	
		However, it's important to note that there may be certain situations where additional costs could be incurred. These additional costs, while not exhaustive, may include:	
		Hazardous Materials Fees: For products classified as hazardous materials, additional fees may be necessary to comply with safety regulations and handling requirements.	
		Next Day Air Fees: If expedited shipping services, such as next-day delivery, are requested by the customer, there may be additional fees associated with these premium shipping options.	*
		Dropshipping Fees for Non-Stock Items: In cases where items are not readily available in our stock and need to be drop-shipped directly from the manufacturer or a third-party supplier, additional fees related to handling and shipping may apply.	
		It's essential for Sourcewell members to have a clear understanding of any potential additional costs associated with their specific orders. Patterson Dental Supply, Inc. is committed to transparency and can provide detailed information about any such fees, ensuring that customers are fully informed and can make well-informed purchasing decisions.	
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Patterson Dental Supply, Inc. extends its standard delivery terms to include Alaska and Hawaii. However, it's important to note that Patterson does not provide shipping services to Canada or offshore locations. Our shipping services are primarily focused on domestic shipments within the United States, including Alaska and Hawaii.	*

Describe any unique distribution and/or delivery methods or options offered in your proposal.

- In our proposal, Patterson Dental Supply, Inc. offers several unique distribution and delivery methods to accommodate the diverse needs of Sourcewell members:
- 1. Nationwide Coverage: Patterson provides comprehensive national coverage with a network of distribution centers and branches strategically located across the United States. This expansive network ensures that products can be delivered efficiently to dental practices and facilities in urban and rural areas alike.
- 2. Quick Delivery Options: We understand the importance of timely delivery. Patterson offers various delivery options, including standard and expedited shipping, to ensure that customers can receive their orders when they need them. Next-day and same-day delivery options may also be available in certain regions for urgent requirements.
- 3. Customized Delivery Schedules: Patterson works closely with customers to establish customized delivery schedules that align with their operational needs. This flexibility allows practices to receive supplies and equipment precisely when required, helping to optimize inventory management.
- 4. Dropshipping Services: In cases where specific items are not readily available in our inventory, Patterson can facilitate dropshipping services. This means that products are shipped directly from the manufacturer or a third-party supplier to the customer, streamlining the procurement process for non-stock items.
- 5. Consolidated Shipments: For customers with multiple orders or locations, Patterson offers consolidated shipments. This service allows for the bundling of orders, reducing shipping costs and simplifying the delivery process.
- 6. Online Order Tracking: Patterson provides an online tracking system that allows customers to monitor the status of their orders in real-time. This transparency ensures that customers have visibility into the progress of their deliveries.
- 7. Dedicated Sales and Support Teams: Our dedicated sales and customer support teams are available to assist with order inquiries, delivery coordination, and any logistical requirements. They are committed to ensuring a seamless purchasing experience.
- 8. Responsive Problem Resolution: In the rare event of delivery issues or discrepancies, Patterson is dedicated to quick problem resolution. Our customer support teams work diligently to address any concerns and find solutions promptly.

These unique distribution and delivery methods reflect Patterson Dental Supply, Inc.'s commitment to providing tailored and flexible solutions that meet the specific needs of Sourcewell members in the dental industry. Our goal is to ensure that customers receive the products and support they require in the most convenient and efficient manner possible.

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# **Table 12: Pricing Offered**

Line Item		Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Patterson Dental Supply, Inc. is pleased to offer Sourcewell members an advantageous pricing structure that combines a robust 21% flat discount with a customized hot list tailored to their specific product needs. These discounts are designed to provide exceptional value to Sourcewell members, helping them optimize their procurement processes and reduce costs. It's important to note that the final discounts provided to Sourcewell members will be consistent with the discounts offered to other Group Purchasing Organization (GPO) members within their respective segments. This ensures fairness and equity in pricing across various sectors, such as higher education and government. Patterson Dental Supply, Inc. is committed to delivering competitive and segment-specific pricing to meet the unique requirements of Sourcewell members while maintaining consistency and transparency in our pricing practices. Our aim is to support Sourcewell members in achieving cost savings and streamlining their dental supply and equipment procurement.

# **Table 13: Audit and Administrative Fee**

Line	Question	Response *	
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Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.

Patterson Dental Supply, Inc. is committed to maintaining an up-to-date membership list for Sourcewell. To ensure accuracy and efficiency, we will engage in monthly maintenance activities as follows:

Membership List Updates: Patterson will share the Sourcewell membership list with our contract administration and financial services teams on a monthly basis.

Centralized Contract System: We will update member accounts in Patterson's centralized contract system, which includes adding or removing members as needed to reflect the most current Sourcewell membership roster.

Discounts and Terms Application: Patterson will ensure that the necessary discounts, shipping terms, invoicing terms, and payment terms are accurately applied to Sourcewell member transactions. This ensures that all purchases are processed efficiently and in accordance with the agreed-upon terms.

Reporting Adjustments: Patterson will make any necessary adjustments to reporting for purchases and the Contract Administrative Fee (CAF) to align with changes in membership or terms. This ensures that Sourcewell members have access to accurate and detailed transaction information.

By undertaking these proactive maintenance activities, Patterson Dental Supply, Inc. aims to uphold the integrity of the Sourcewell membership list, provide efficient transaction processing, and deliver transparent and accurate reporting. This commitment contributes to a seamless and mutually beneficial partnership between Patterson and Sourcewell.

67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	5. Compliance and Reporting: Ensuring compliance with contract terms and reporting requirements is crucial. Tracking our ability to meet reporting deadlines and maintain contract compliance demonstrates our commitment to transparency and accountability.  6. Inventory Management: For products with recurring demand, we will track our ability to manage inventory effectively. This includes maintaining appropriate stock levels and minimizing backorders or out-of-stock situations.  7. Issue Resolution: Monitoring the resolution of any issues or concerns raised by Sourcewell members is essential. Timely and effective issue resolution contributes to overall satisfaction and contract success.  8. Contract Administration Efficiency: We will track the efficiency of contract administration processes, including timely updates to the membership list, contract adjustments, and billing accuracy.  These internal metrics will provide valuable insights into our performance and allow us to make data-driven decisions to continually improve our services and support for Sourcewell	*
		continually improve our services and support for Sourcewell members. Our goal is to ensure that the contract delivers value and meets the evolving needs of our customers effectively.	
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Patterson Dental Supply, Inc. is willing to pay an administrative fee of 1.5% of Vendor's sales under the Contract to Sourcewell for the facilitation, management, and promotion of the contract. This fee is in accordance with the terms and conditions outlined in the contract agreement and reflects our commitment to support the partnership with Sourcewell.	*

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

Line Item	Question	Response *	

Provide a detailed description of the equipment, products, and services that you are offering in your proposal.

Here is a detailed description of the equipment, products, and services offered by Patterson Dental Supply, Inc. in our proposal:

## Equipment:

- 1. Dental Chairs and Units: We offer a range of dental chairs and units designed for comfort, functionality, and durability. These chairs are equipped with advanced features to enhance patient care.
- 2. Digital Imaging Systems: Patterson provides digital radiography equipment and imaging systems, including intraoral and extraoral X-ray units, to aid in diagnostics and treatment planning.
- 3. Dental Operatory Equipment: Our portfolio includes a wide selection of dental operatory equipment, such as delivery systems, lights, stools, and assistant's instrumentation.
- Sterilization Equipment: Patterson offers autoclaves and sterilization equipment to ensure compliance with infection control standards and maintain a sterile clinical environment.
- 5. Dental Lasers: We provide cutting-edge dental laser technology for a variety of applications, including soft tissue surgery, periodontics, and endodontics.
- 6. CAD/CAM Systems: Patterson offers CAD/CAM systems for digital impression-taking and the fabrication of restorations like crowns, bridges, and inlays/onlays.
- 7. Handpieces and Instruments: Our catalog includes high-quality handpieces, dental instruments, and rotary instruments for a wide range of dental procedures.

#### Products:

- 1. Dental Supplies: We supply a comprehensive range of dental supplies, including restorative materials, impression materials, disposable items, and preventive products.
- 2. Infection Control Products: Patterson offers infection control solutions, such as personal protective equipment (PPE), disinfectants, and sterilization accessories.
- 3. Diagnostic and Imaging Products: Our product lineup includes digital sensors, X-ray film, imaging software, and other diagnostic tools to aid in patient assessment.
- 4. Prosthodontics and Orthodontics: Patterson provides prosthodontic and orthodontic products, including brackets, wires, bands, and appliances.
- 5. Endodontic and Periodontic Products: We offer a variety of endodontic and periodontic instruments, materials, and solutions for specialized treatments.

## Services:

- 1. Technical Support: Patterson Dental Supply, Inc. has a dedicated technical service team to provide support for equipment installation, maintenance, and troubleshooting.
- Customized Hot Lists: We create customized product hot lists for each Sourcewell member based on their purchasing history and unique needs, ensuring cost-effective procurement.
- 3. Training and Education: Patterson offers training and educational resources to keep dental professionals informed about the latest advancements and best practices in dentistry.
- 4. Order Management: Our user-friendly online ordering system simplifies the procurement process, allowing members to place orders efficiently.
- 5. Delivery and Logistics: We provide reliable and efficient delivery options, including next-day and same-day services in select areas, to ensure timely product arrivals.
- 6. Reporting and Analytics: Patterson offers reporting and analytics tools to help members track their purchasing trends and make informed decisions.

These offerings encompass a wide range of dental equipment, products, and services aimed at supporting the needs of dental professionals and practices. Patterson Dental Supply, Inc. is dedicated to providing high-quality solutions to enhance patient care and streamline dental operations.

Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and

Below are some subcategory titles that best describe the products and services offered by Patterson Dental Supply, Inc. within the dental equipment and supply category:

- Dental Equipment:
   Dental Chairs and Units
  - Digital Imaging and Radiography Systems
  - Dental Operatory Equipment
  - Sterilization Equipment
  - Dental Lasers
  - CAD/CAM Systems
  - Handpieces and Instruments
- 2. Dental Supplies:
  - Restorative Materials
  - Impression Materials
  - Disposable Products
  - Preventive Dental Supplies
- 3. Infection Control Products:
  - Personal Protective Equipment (PPE)
  - Disinfectants and Sterilization Accessories
- 4. Diagnostic and Imaging Products:
  - Digital Sensors and X-ray Film
  - Imaging Software and Tools
- 5. Prosthodontics and Orthodontics:
  - Brackets and Wires
  - Bands and Appliances
- 6. Endodontic and Periodontic Products:
  - Endodontic Instruments and Materials
  - Periodontic Instruments and Solutions
- 7. Dental Technology Services:
  - Technical Support
  - Training and Education
  - Order Management
  - Delivery and Logistics
  - Reporting and Analytics

These subcategories are some examples that encompass the diverse range of dental equipment, supplies, and related services provided by Patterson Dental Supply, Inc. to meet the specific needs of Sourcewell's members.

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# 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	
71	Equipment, such as digital imaging, CAD/CAM, mechanical room, infection control, air management, delivery systems, cleaning and sterilization, tools, lasers, and furniture	© Yes ○ No	All listed items are included under our Sourcewell contract.	*
72	Supplies, such as products, instruments, PPE, materials, medicaments, disinfectants, anesthetics, accessories, and kits	r Yes r No	All listed items are included under our Sourcewell contract.	*
73	Technology, hardware, and software designed for and complementary to the solutions described in Line Items 71 - 72.	© Yes ○ No	Patterson Dental Supply, Inc. is pleased to offer its Fuse practice management software solution to Sourcewell members. It's important to note that while we offer this software solution, many of our other software solutions are third-party programs, and some of these have unique pricing structures that result in minimal or no margin for Patterson.  As such, these specific third-party software solutions are excluded from consideration for a contract administration fee. Our primary goal is to provide transparency and fair pricing to Sourcewell members, and this exclusion ensures that members are not subject to unnecessary fees for software solutions that do not generate significant revenue.  We are committed to delivering value and cost-effective solutions to Sourcewell members, and this approach helps align our pricing practices with the nature of the software offerings provided.	*
74	Training, consultation, technical support, installation, maintenance, repair, hazardous waste disposal, and services related to and complementary to the offering of the solutions in Line Items 71 - 73.	റ Yes ∩ No	All listed items are included under our Sourcewell contract.	*

**Table 15: Industry Specific Questions** 

Line Item	Question	Response *
75	Explain how your company can provide local technical services support for all agencies purchasing through the resulting contract(s).	Patterson Dental Supply, Inc. has a robust infrastructure in place to provide comprehensive local technical services support for all agencies purchasing through the resulting contract(s). Here's how our company ensures that agencies receive exceptional technical support on a local level:  1. National Coverage: Patterson Dental has a nationwide presence with 59 branches strategically located across the United States. This extensive network allows us to serve agencies in various geographic regions, ensuring that they have convenient access to local support.  2. Certified Service Technicians: We maintain a team of over 775 certified service technicians throughout the country. These technicians are highly trained and experienced in servicing dental equipment and technology. They are available to provide on-site technical support, maintenance, and repairs as needed.  3. Branch Operations: Each of our 59 branches is led by a General Manager and Operations Manager who oversee branch operations and ensure efficient service delivery. This local leadership is instrumental in coordinating technical service support at the branch level.  4. Technical Service Coordinators: Patterson Dental employs technical service coordinators at each branch. These professionals play a critical role in scheduling service appointments, dispatching service technicians, and ensuring that agencies' technical service needs are met promptly.  5. Patterson Technology Center (PTC): Our Patterson Technology Center is staffed by over 400 of the industry's most knowledgeable specialists. They provide full-spectrum technology and software support through various channels, including phone, email, and live chat. This remote support through various channels, including phone, email, and live chat. This remote support mountment, all Sourcewell entities will receive a priority emergency response for critical issues and a 72-hour response time for non-emergencies.  7. Preventative Maintenance: Patterson Dental also offers preventative maintenance programs hel
76	If applicable, explain how you process free goods claims on behalf of your customers.	It is customary not to offer complimentary goods to Higher Education and Government entities. Such offers are frequently viewed as non-compliant with procurement policies and regulations, especially for agencies that receive government funding, as they can raise concerns about potential ethical violations or improprieties.
77	What percentage of your orders are shipped the same-day?	At Patterson Dental, we prioritize timely delivery of products to our customers. Orders placed before 3:30 PM local time are shipped out the same day and typically delivered the following business day. If a particular item is not available at the local fulfillment center, it will be shipped from a secondary center and should arrive within 2 business days. Our fill rates are exceptional, with 99.7% of lines fulfilled, 94% fulfilled from the primary fulfillment center and 95% shipped out the same day. Additionally, our track record for timely delivery is strong, with 99.7% of orders delivered on time for new customer set-ups. You can expect fast, reliable delivery with an average turnaround time of 1-2 days.

# **Exceptions to Terms, Conditions, or Specifications Form**

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

#### **Documents**

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Pricing Sourcewell Pricing Benefits Model Final.pdf Tuesday September 26, 2023 12:22:17
  - Financial Strength and Stability fy23-annual-report-and-10k (1).pdf Wednesday September 20, 2023 08:10:19
  - Marketing Plan/Samples Marketing Samples.pdf Wednesday September 20, 2023 08:17:51
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information for equipment terms.pdf Sunday September 24, 2023 16:48:21
  - Standard Transaction Document Samples Institutional Credit Application.pdf Sunday September 24, 2023 16:48:08
  - Requested Exceptions RFP\_092623\_Dental\_Supplies\_Contract\_Template\_Sourcewell\_ERredlines (002).docx Wednesday September 20, 2023 08:13:18
  - <u>Upload Additional Document</u> Bid Cover Letter\_Sourcewell\_Solicitation Number RFP #092623\_09152023.docx Wednesday September 20, 2023 08:13:28

## **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.
- 5. 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.
- 8. 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: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; 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. - Nicole Romano, Strategic Accounts Bid Specialist, Patterson Dental Supply, Inc.

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

#### 

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Dental_Equipment_Supplies_and_Related_Solutions_RFP 092623 Tue September 19 2023 02:46 PM	M	2
Addendum_4_Dental_Equipment_Supplies_and_Related_Solutions_RFP 092623 Wed September 13 2023 03:51 PM	M	2
Addendum_3_Dental_Equipment_Supplies_and_Related_Solutions_RFP 092623 Wed September 6 2023 04:33 PM	M	1
Addendum_2_Dental_Equipment_Supplies_and_Related_Solutions_RFP 092623 Thu August 31 2023 08:24 AM	M	1
Addendum_1_Dental_Equipment_Supplies_and_Related_Solutions_RFP 092623 Mon August 28 2023 04:16 PM	M	1