



## **Solicitation Number: RFP #020723**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Thomas Scientific Holdings, LLC, 1654 High Hill Road, Swedesboro, NJ 08085-1780 (Supplier).

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

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

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 10, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

B. **WARRANTY.** Supplier agrees that the products furnished under this Contract shall be covered by such warranty as is offered by the original manufacturer or supplier of the products, which Supplier shall pass through to Sourcewell and Participating Entities ("Purchaser"). Such warranties will be effective notwithstanding prior inspection and/or acceptance of the products by Purchaser, and to the extent allowed by applicable warranty shall commence upon acceptance of the products by Purchaser. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If any Product warranted hereunder proves defective or non-conforming, Supplier's sole liability and Purchaser's sole remedy hereunder shall be for Supplier, to (1) replace, at no cost to Purchaser, any such defective or non-conforming Product with a non-defective or conforming Products (as applicable) or, (2) at Purchaser's option, credit Purchaser's account for all amounts paid with respect to the defective or non-conforming Product upon Seller's receipt of the defective or non-conforming Product, or (3) at Purchaser's option, provide a full refund for all amounts paid with respect to the defective or non-conforming Product upon Seller's receipt of the defective or non-conforming Product. For purposes of this Contract, a defective or non-conforming Product is defined on as a Product which is outside of the manufacturer's defined Product specifications and release tolerances and shall not include Products that fail to meet any fitness of use by Purchaser or any unique Purchaser's operating conditions or applications. Supplier shall pay all taxes and transportation costs and expenses incurred by Purchaser in connection with the replacement of any defective or non-conforming Product. IN NO EVENT SHALL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, USE OR GOODWILL, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

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. All shipments must be inspected promptly when received for concealed damage from transportation and damage must be noted on the delivery ticket. Concealed freight damage must be reported to the Carrier and Thomas Scientific within 24 hours of delivery and no later than 48 hours in order for an inspection to occur. Failure of a Participating Entity to promptly inspect delivered goods and report damage shall relieve Thomas Scientific of the responsibility to repair, replace, or credit the damaged good(s). Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

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

A. **PARTICIPATION.** Sourcwell'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, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, 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.

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

## **7. CUSTOMER SERVICE**

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

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The administrative fee shall be 2% on annual sales up to \$30M, paid quarterly. Annual sales greater than \$30M will receive a 1.5% administrative fee, paid quarterly. Reporting will be made within thirty (30) days of the close of each calendar quarter (Jan/Apr/Jul/Oct) with payment to be issued within forty-five (45) days following the close of each calendar quarter. 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell 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, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including



attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees, except for loss or damage resulting from Sourcewell or its Participating Entities' acts or omissions. This indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

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

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

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
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 Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

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

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 construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

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

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

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

Thomas Scientific Holdings, LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/4/2023 | 10:32 PM CDT

DocuSigned by:  
*James Morrel*  
By: 44A03099CB6649B...  
James Morrel  
Title: VP of Sales  
Date: 4/4/2023 | 10:34 PM CDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 4/5/2023 | 6:18 AM CDT

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

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## Vendor Details

Company Name: Thomas Scientific Holdings, LLC  
Does your company conduct business under any other name? If yes, please state: Thomas Scientific, LLC  
Address: 1654 HIGH HILL ROAD  
SWEDESBORO, New Jersey 08085  
Contact: Quotes Team  
Email: quotes@thomassci.com  
Phone: 833-544-7447  
Fax: 833-544-7447  
HST#: 611853692

## Submission Details

Created On: Thursday December 15, 2022 09:43:11  
Submitted On: Tuesday February 07, 2023 10:16:11  
Submitted By: Quotes Team  
Email: quotes@thomassci.com  
Transaction #: 236cdb25-cc05-4fce-8f7b-cc30df7cd052  
Submitter's IP Address: 107.142.248.242

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## **Specifications**

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

**General Instructions** (applies to all Tables) Sourcwell 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")	Thomas Scientific, LLC (refer to our W-9 as our corporate structure is an LLC solely owned by another LLC, making our Legal Name a disregarded entity according to IRS rules for LLCs)  Some state and local governments require us to be registered as Thomas Scientific Holdings, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary legal entities under Thomas Scientific, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Thomas Scientific, LLC was created from the acquisition of several companies and is actively seeking additional M&A targets. All of the companies we have acquired are being managed through our legal entity – Thomas Scientific, LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	725Q
5	Proposer Physical Address:	1654 High Hill Road Swedesboro, NJ 08085-1780
6	Proposer website address (or addresses):	<a href="https://thomassci.com">https://thomassci.com</a>
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):	Authorized Representative: James Morrel VP of Sales 1654 High Hill Rd Swedesboro, NJ 08085  James.Morrel@thomassci.com With copy to: lewis.mcmillan@thomassci.com  Cell: (856) 223-4337
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact & Contract Lead: Lewis McMillan Director, Government (State & Local) 1654 High Hill Rd. Swedesboro, NJ 08085  Lewis.mcmillan@thomassci.com With copy to: contracts@thomassci.com  Cell: (484) 280-8133
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sales Lead (Higher Education) Andrew Darress Director, Strategic Accounts 1654 High Hill Rd. Swedesboro, NJ 08085  Andrew.darress@thomassci.com  Cell: (720) 646-0908  Sales Lead (Canada) Natalie Motolese Director, Strategic Accounts 1654 High Hill Rd. Swedesboro, NJ 08085  Email: natalie.motolese@thomassci.com  Cell: (856) 832-3451

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

Line Item	Question	Response *
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10	<p>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.</p>	<p>The year is 1900. The world is a different place than the one we know and work in today. There are only 83 elements in the Periodic table and most laboratory products used within the U.S. are produced in Europe. In 1892, Arthur H. Thomas joined the microscope department of the James W. Queen Company, a leading supplier of optical and scientific equipment, and where he met Mr. J. Edward Patterson, who had joined the company in 1890. The two became good friends; however, the business declined after Mr. Queen's death and both Thomas and Patterson left to join other companies in the lab products industry. Though they remained in contact with each other, the two didn't work together again until they met on December 7, 1900 in Philadelphia's Hotel Walton to create a new company and partnership organized and incorporated as the Arthur H. Thomas Company.</p> <p>The new company acquired offices and a warehouse in downtown Philadelphia and published the first AHT catalog in 1904. During these early years, much of the business, aside from the Bausch &amp; Lomb products, consisted of duty free imports from Europe up until the beginning of WWI when many sources of supply were cut off. With European produced laboratory products in short supply, especially glassware and porcelain, Mr. Patterson began the work of preparing many "AHT Co. Specification" blueprints for U.S. production of these items. "AHT Co. Specification" products and new product development is what the young company became known for and helped fuel its growth and strong financials. New and unique items and hard to find items could often be found at the Arthur H. Thomas Company. Their catalogs were widely distributed and utilized by scientists throughout the world who came to rely on the company for their laboratory supplies.</p> <p>Mr. Thomas passed away in 1942 and ownership of the company passed to Mr. Patterson. Since then the company was managed by four generations of the Patterson family and the name of the company was formally changed to Thomas Scientific in 1983. In 1984 the company moved from Philadelphia to new headquarters in Swedesboro, NJ. In 2017 Thomas Scientific was sold by the Patterson family to the Carlyle Group. The Carlyle Group combined Thomas Scientific with additional acquisitions at the time – Denville Scientific, Phenix Research Products, American Cleanstat, E&amp;K Scientific – all under the company name of Thomas Scientific, LLC.</p> <p>Since it was founded by Mr. Thomas and Patterson, AHT and Thomas Scientific has been a company serving science with an unparalleled commitment to customers engaged in science and providing them access to high quality manufacturers' brands. Our success is tied closely to our mission and based upon trust - we want to build a great company that our employees, customers, and supplier's trust.</p> <p>At Thomas Scientific, our values drive our behaviors and decisions and are another way in which we celebrate the best of our past and the energy and growth potential of our future. Our Core Values are Commitment, Integrity, Customer Focus, Execution, Teamwork, Leadership, and Fun. By embracing these values every employee focuses their efforts on serving our customers and suppliers.</p> <p>Thomas Scientific business model has enabled us to become the third largest domestic distributor of laboratory products since 2017. We are a non-vertically integrated distributor and consider ourselves "brand centric" since we do not manufacture any of the products we sell – unlike our larger distribution competitors. Brand centricity is based upon "customer choice" and Thomas is committed to having one of the broadest lines of laboratory products and services that provides its customers with the choice of brands they want, need, or prefer.</p> <p>Today Thomas Scientific is a \$300M+ company owned by Broad Sky Partners and continues to grow through organic and inorganic means. In August 2022 Thomas acquired NCI (North Central Instruments) a Midwest company that is the exclusive Leica regional dealer for both microscopes and histology products. With the acquisition of NCI and strong growth of our core lab consumables Thomas expects to become a \$500M business within the next couple of years.</p> <p>Thomas Scientific is a trusted supplier to federal, state, and local governments. Thomas provided critical supplies to states and local governments throughout the U.S. between 2020-21 in support of their emergency response efforts to combat the COVID-19 pandemic. Thomas provided critical materials during 2020 as part of the federal government's pandemic response where it shipped viral test media and swabs to all fifty states. According to contract information published in the Federal Procurement Data System, and as reported by 24/7 Wall St., Thomas Scientific (#24) was listed as one of the top thirty (30) companies that received the largest COVID-19 related government contracts. Like it did during the pandemic, Thomas will continue to search for new and revolutionary technologies, products, and business solutions while still providing the quality customer care and service that has been a Thomas hallmark since 1900.</p>
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11	What are your company's expectations in the event of an award?	<p>Our expectations are to see strong growth nationally and in Canada using a National Contract award from Sourcewell. Not knowing exactly when an award would kick off in 2023, but assuming we'd be fully implemented no later than July 1, we anticipate sales to double each year in the first three years of the award. Sourcewell appears to be well positioned to provide eCommerce tools to its Participants through BuySourcewell and a PPEX partnership. Thomas Scientific would like to piggyback on those eCommerce efforts and initiatives and launch a punch-out catalog as quickly as possible to provide laboratory supplies and equipment to Participants.</p> <p>In recognition of Sourcewell's standing within the SLED market, we would very conservatively estimate annual sales from a National Contract as follows starting from \$0:</p> <p>Sales Year 1 - \$500,000  Sales Year 2 - \$1,000,000  Sales Year 3 - \$2,000,000</p> <p>We would anticipate Thomas sales through a National Contract award to exceed \$5M within the first five (5) years.</p>	*
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.	<p>Thomas Scientific is a privately held company and a part of Broad Sky Partners. Accordingly, Thomas' finances are not publicly available and cannot be provided without appropriate non-disclosure protections in place. We can provide limited financial information with a mutual NDA in place that affords us protection of our finances from disclosure through a FOIA process.</p> <p>To demonstrate our financial responsibility through alternate means, we can provide the following information as proof of our financial responsibility, financial strength, stability, and capacity to perform under a contract award from Sourcewell. If this information is insufficient to demonstrate financial responsibility, then we can discuss providing other financial information that would meet the expectations of the Evaluation Team.</p> <p>Statewide Contract Awards (current)</p> <p>State of New Jersey – Term contract holder for laboratory supplies &amp; equipment  State of Delaware – Term contract holder for life safety supplies and services  Commonwealth of Virginia – Term contract holder for laboratory supplies &amp; equipment  State of Georgia – Term contract holder for laboratory supplies &amp; equipment  State of Kansas – Term contract holder for laboratory supplies &amp; equipment  State of Mississippi – Term contract holder for laboratory supplies &amp; equipment  Commonwealth of Massachusetts – Term contract holder for laboratory supplies and equipment</p> <p>Federal Contract Awards (2020 &amp; 2021 to Support COVID Pandemic Response)</p> <p>HHS (DLA) – Contract Award 75A50120C00178 \$23,310,000.00  HHS (DLA) – Contract Award 75A50120C00135 \$20,212,500.00  FEMA – Contract Award 70FB7020F00000123 \$345,000.00</p>	*
13	What is your US market share for the solutions that you are proposing?	Thomas Scientific is the third largest domestic distributor of laboratory supplies, equipment, and chemicals. With current annual sales of approximately \$500M, Thomas is the largest non-vertically integrated distributor in the SLED market.	*
14	What is your Canadian market share for the solutions that you are proposing?	Thomas Scientific sees the Canadian market as an emerging market for our Company. Thomas Scientific has the current capability of serving the laboratory product needs for customers throughout Canada by shipping from our U.S. based warehouses. We the largest non-vertically integrated distributor in North America for laboratory supplies and equipment.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	<p>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.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Thomas Scientific is best described as a domestic distributor of laboratory products – supplies, equipment, and chemicals in addition to critical environment and life safety supplies. We also provide some limited services such as inventory management services.</p> <p>Thomas is an authorized dealer or approved reseller for over 1,000 manufacturers and suppliers. We can provide written authorization to act as such on a request basis for specific manufacturer(s). In 2022, Thomas became an authorized dealer for Leica Microsystems as a result of the acquisition of NCI (North Central Instruments) a Midwest company that is the exclusive Leica regional dealer for both microscopes and histology products. Our ability to provide Leica scopes is limited by our dealer agreement with Leica and coverage can be verified for Participants accessing an Award to Thomas Scientific.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Thomas Scientific has found there are unique business registrations, licenses, and tax certificates found at the state, county, and local level. Thomas Scientific holds the applicable licenses and certifications to do business in every state. When onboarding a new local agency within the Thomas ERP, our sales representative will engage our new account team to work with the local agency to apply for any required license or registration.</p> <p>If a state, county, or local agency requires a vendor with a unique registration, like a small or disadvantaged business certification, we are able to work with one of our strategic vendor reseller partners to try and meet the agency's need.</p> <p>Thomas Scientific follows all applicable laws regarding government contracting, such as prevailing wage legislation and federal grant flow-down provisions.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>As of the date of this submittal, and for the prior ten years, Thomas Scientific confirms that it has not been listed by any federal or state authority as debarred or suspended.</p>

**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	<p>Thomas Scientific achieved ISO 9001:2015 Certification for all seven (7) of its United States facilities as of July 28th, 2021. The certification affirms Thomas Scientific's conformance to ISO 9001:2015 standards at the following facilities: Swedesboro, NJ (headquarters); Candler, NC; Greensboro, NC; Irvine, CA; Santa Clara, CA; San Jose, CA; and Thorndike, MA. ISO 9001:2015 Certification is focused on an organization's Quality Management Systems (QMS), which is a collection of formalized processes, procedures, assets, and values that guide the organization towards consistently high customer satisfaction.</p> <p>In 2022 Thomas Scientific was recognized as a Medical Distributor Trendsetter by NDC, a global provider of upstream and downstream healthcare supply chain solutions.</p> <p>According to contract information published in the Federal Procurement Data System, and as reported by 24/7 Wall St. in 2020, Thomas Scientific (#24) was listed as one of the top thirty (30) companies that received the largest COVID-19 related government contracts. (Source: <a href="https://www.usatoday.com/picture-gallery/money/2020/06/16/30-companies-with-the-largest-covid-19-government-contracts/111955138/">https://www.usatoday.com/picture-gallery/money/2020/06/16/30-companies-with-the-largest-covid-19-government-contracts/111955138/</a>)</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>2020 15.2% (exclude direct sales to FEMA/DLA/HHS in support of COVID-19 pandemic response)</p> <p>2021 5.5%</p> <p>2022 7.6%</p>
21	What percentage of your sales are to the education sector in the past three years	<p>2020 5.6% (COVID university shutdown impacted sales)</p> <p>2021 7.3%</p> <p>2022 10%</p>
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?	<p>Thomas Scientific holds term (direct) contracts with several states and a few cooperative agreements for public entities as of the date of this submittal. Cooperatives with annual sales of less than \$50K are:</p> <p>ESC Region 19 – Allied States Cooperative (ASC) Maricopa County SAVE Cooperative</p> <p>In January 2023, Thomas Scientific received notification that it had been awarded a contract through NCPA for the provision of laboratory supplies &amp; equipment. We have no current sales volume for this contract as implementation has not been completed.</p> <p>Higher Education Cooperatives awarded to Thomas Scientific with three year sales, where applicable.</p> <p>Massachusetts Higher Education Consortium (MHEC) – first year sales (2022) - \$220,174</p> <p>Florida State Univ. Cooperative (FSU) – Specialty Lab Products – first year (2022) – \$360,926</p> <p>The Virginia Association of State College and University Purchasing Professionals (VASCUPP) - \$2,935,313</p>
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?	<p>Thomas Scientific does not hold any GSA contracts; however, it is a contractor to the Department of Defense and other Federal agencies through a contract award issued by the Defense Logistics Agency under its ECAT program.</p> <p>Three year sales history through our ECAT catalog = \$14,923,211</p>

**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 *	
VA Commonwealth Univ.	Bryan Rowland	(804) 828-9862	*
Univ. of Alabama	Furman Williams	(205) 975-3728	*
Univ. of Utah	Anthony Ferrara	(801) 587-0844	*
Arizona State University	Jacquelyne Ahern	(480) 727-5179	
Univ. of Arizona	Ted Nassar	(520) 621-5449	

**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 *	
State of Georgia DOAS	Government	Georgia - GA	Statewide Term Contract 99999-001-SPD0000156-0007 for Biological and Laboratory Equipment and Supplies	All	>\$3,000,000	*
State of New Jersey DPP	Government	New Jersey - NJ	Statewide Term Contract T0115 PO 17-FLEET-01033 for Scientific Equipment, Accessories, & Supplies	All	>\$2,000,000	*
University of California	Education	California - CA	Contract Award for Laboratory Supplies	All	>\$11,000,000	*
Yale University	Education	New York - NY	Contract Award for Laboratory Supplies & Equipment	All	>\$4,000,000	*
City of Columbus	Government	Ohio - OH	Contract Award for Laboratory Supplies	All	>\$1,500,000	*

**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.	<p>Thomas Scientific's sales organization consists of sixty (60) sales representatives that would support a Sourcewell National Contract award for general laboratory products. Our fifty-two (52) field-based representatives are divided into four geographic regions and under the direction of four Regional Vice Presidents, a Direct Sales (Remote sales) Team of five (5) representatives, and an International Team of three (3) remote representatives to support Sourcewell's Participants in the U.S. and Canada.</p> <p>NE – 12 FTE  Mid-Atlantic – 11 FTE  South – 11 FTE  West – 12 FTE  Canada – 3 FTE  Contractors – 6  Direct - 5</p> <p>Our selling organization is backed up by sales specialists within Thomas that support Participant's with critical environment products, lab workflow/automation, and clinical diagnostic products. Additionally, Thomas' field and remote sales representatives are supported by the technical sales specialists of our suppliers and manufacturers.</p> <p>Our sales and service organizations utilizes Salesforce.com to enable a seamless flow of information between our service and sales organization as it relates to customer information, opportunities, issues, sales reporting, etc. Sales representatives receive real-time information from Customer Service regarding customer needs, enabling us to respond quickly to urgent needs.</p> <p>Thomas also provides a full team of customer care representatives trained to enter orders, help customers source products they need, and answer product questions. With our large sales presence throughout the country, and two (2) customer call centers spread on east and west coasts, we are well positioned to meet the needs of our mutual SLED customers.</p>
27	Dealer network or other distribution methods.	<p>Thomas Scientific does not sell through a "dealer" network; however, we do sell our products through resellers who are typically small regional distributors. For end-users or entities that have contracting requirements for diversity spend, Thomas Scientific has several regional "strategic diversity partners" who are able to provide products through us in order to capture Tier II spend for customers with these requirements. All "strategic diversity partners" are carefully vetted.</p>
28	Service force.	<p>Thomas Scientific provides nationwide coverage with a network of seven domestic distribution and service centers, supported by a highly technical commercial, customer service, strategic sourcing, and supply chain services organization. Thomas operates four (4) Distribution Centers (DC's) across the U.S. today, with a fifth DC opening in Indiana in 2024, along with several smaller regional service centers that serve unique customer needs.</p> <p>Thomas' Customer Service Team is available Monday through Friday from 7am EST thru 5pm PST to assist with sourcing, order placement and status, returns, product questions and recommendations, competitor cross referencing, price inquiries and many other day-to-day requests. Additionally, customer service can be reached by phone at 833-544-7447 or via email at customerservice@thomassci.com.</p> <p>Thomas Scientific's order processing team consists of 44 FTE who are responsible for the entry of all orders. The team is made up of on-site and remote associates that are spread throughout the U.S. While many Thomas customers continue to call us to place orders, more and more customers are placing and managing their orders through our website, <a href="https://thomassci.com">https://thomassci.com</a>.</p> <p>Our sales and customer service organizations are interconnected through the use of Salesforce.com (SFDC), which allows Thomas to aggregate all customer data together in one online location and provides our front-line associates with the most current information when talking with our customers. Sourcewell Participants will benefit from our technology, resources, and people. Details of our Customer Service organization follows in the next few sections.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The ordering process will be handled by Thomas Scientific's Customer Service organization, our website <a href="https://thomassci.com">https://thomassci.com</a>, and through business-to-business eCommerce integrations between Thomas and Sourcewell Participants.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Thomas Scientific employs a pragmatic blend of on-site and virtualized (remote) Associates within its Customer Service team, all of who are enthusiastic about assisting our customers and taking ownership of their needs, who are fluent in our product offerings and ordering processes and technology. Our Associates are familiar, demonstrate empathy, maintain a sense of urgency, ensure accuracy, and shepherd our customer's needs, interests, and preferences.</p> <p>Our Contact Centers, while disparate geography-wise, operate in unison using state of the art cloud-based telephony and we utilize skills-based routing to ensure our callers are directed to the most appropriate associates regardless of the telephone number they've dialed. Thomas's technology employs active computer telephony integration (CTI), which allows us to identify our callers and then present key information, within Salesforce.com (SFDC), to our Associates on the front-line answering the calls for a more tailored and familiar experience.</p> <p>As an organization that's focused on the Customer experience, and obsessed with it, our business is charged with achieving world-class key performance indicators (KPI's) like answering 80% of all incoming calls within 20 seconds or less, and ensuring that no greater than 5% of all callers abandon their attempt to speak with our Associates. During the 2022 calendar year Thomas Scientific answered more than 90,000 telephone calls, with an average speed of answer of 22 seconds (one "ring" longer than our standard) 86% of the time, abandoning only 2% of calls. We employ perennial workforce management tools, powered by Erlang's C model, helping us ensure we're appropriately resourced to meet and/or exceed our goals. We celebrate the strengths our Associates demonstrated when talking with our customers, and actively invite our callers to rate us using an NPS-like model to score their experience. In 2022 Thomas's Customer Satisfaction Score (CSAT score) was 4.8 out of 5.0 from 1,237 Customer-responses. Thomas is making a science out of quality monitoring by developing a best-in-class approach toward inspecting what we expect, utilizing scorecards, identifying training opportunities, and developing target-based training and best demonstrated practices. This will ensure the service delivery of our Associates is harmonized and consistent between each Customer experience.</p> <p>Today, our Customers can reach us by dialing toll-free numbers that enable them to speak to Associates in domestic-based contact centers; however, they're also able to connect with us via email and via online chat functionality. Thomas Scientific is not satisfied with having only these channels and we're researching the integration and use of text telephony (TTY) for hearing impaired Customers, cultural competence (ie. Language Line on-demand language interpretation), self-service portals, and interactive voice response (IVR) technology. Our customers also can access our current inventory and availability, pricing, return policy, and more using our website, <a href="https://thomassci.com">https://thomassci.com</a>.</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	We currently sell into all 50 states and are the #3 provider of laboratory products and equipment to the SLED market in the US. Thomas Scientific is a nationwide, domestic, full-service product and solutions provider to customer's purchasing lab consumables, equipment, and instruments. We currently sell to over 12,000 active customers and we are excited to grow our business through a Sourcwell award.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Thomas Scientific has a presence in and is a full-service provider to customers across the country. Shipping times are based upon each order, fulfilled through our U.S. warehouse. We can only sell in US\$ today; however, we are investigating the possibility of selling in CAD\$ in the near future. We are extremely excited to grow our business and presence in Canada through a Sourcwell National Contract award.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Sourcwell members in all geographic areas of the US and Canada will be fully served by Thomas Scientific through an award with the exception of Leica Microsystems microscopes that may only available in states and for customers where Leica has specifically authorized Thomas Scientific to be their dealer of record. Our Thomas representatives will gladly work with Participants who have microscopy needs to advise if they could utilize a Sourcwell National Contract award to Thomas or direct them to the appropriate Leica authorized dealer.
34	Identify any Sourcwell 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?	<p>None. All Sourcwell member sectors will be fully served by Thomas Scientific through an award. In instances where end-users are currently purchasing through another cooperative purchasing contract from Thomas Scientific, we will support whichever cooperative purchasing contract our customer chooses.</p> <p>Thomas has no other national cooperative purchasing contracts that limit our ability to promote another contract. As mentioned earlier, "choice" is a key commitment of Thomas Scientific as we engender trust when we respect customer's choices.</p>

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Alaska, Hawaii, and US territories will be responsible for paying the cost of shipping products and incur longer shipping times. Hazardous material shipping charges will also apply to shipments of hazardous chemicals to these destinations. No fuel surcharges will apply.</p> <p>For non-expedited small package deliveries, the following charges apply as of 1/1/2023.</p> <table border="0"> <tr> <td>Order Value</td> <td>Cost</td> </tr> <tr> <td>&lt; \$50</td> <td>\$10 Flat Rate</td> </tr> <tr> <td>\$50 - \$100</td> <td>\$17 Flat Rate</td> </tr> <tr> <td>\$101 - \$225</td> <td>\$24 Flat Rate</td> </tr> <tr> <td>\$226 - \$999</td> <td>13.6%</td> </tr> <tr> <td>\$1000 - \$4999</td> <td>11.6%</td> </tr> <tr> <td>\$5000 - \$10K</td> <td>9.6%</td> </tr> <tr> <td>&gt; \$10K</td> <td>Quoted</td> </tr> </table> <p>At any time, Thomas Scientific's Customer Service team can provide Participant's a quote on LTL and small package shipping by calling 833-544-7447.</p>	Order Value	Cost	< \$50	\$10 Flat Rate	\$50 - \$100	\$17 Flat Rate	\$101 - \$225	\$24 Flat Rate	\$226 - \$999	13.6%	\$1000 - \$4999	11.6%	\$5000 - \$10K	9.6%	> \$10K	Quoted
Order Value	Cost																	
< \$50	\$10 Flat Rate																	
\$50 - \$100	\$17 Flat Rate																	
\$101 - \$225	\$24 Flat Rate																	
\$226 - \$999	13.6%																	
\$1000 - \$4999	11.6%																	
\$5000 - \$10K	9.6%																	
> \$10K	Quoted																	

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	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.	<p>Thomas Scientific proposes an integrated marketing strategy for promoting this contracting opportunity that extends across various forms of communication. We have an extensive library of informative marketing materials and media that are meant to educate our customers and sales representatives. Working with the Sourcwell team, we will determine the best choices for marketing a contract from the following options:</p> <p>Printed Materials – promotional flyers to promote customer benefits, contract summary documents for buyers and end-users. Thomas has a marketing department that can create these resources.</p> <p>Website – <a href="https://thomassci.com">https://thomassci.com</a> is a primary channel for laboratory professionals to shop, purchase, and interact with our company. We can create promotional banners for products and services and we propose utilizing a banner to advertise a Sourcwell National Contract. We also propose developing a landing page under a planned build out of resources for government customers. One of the planned resources is a page highlighting Thomas Scientific contract awards for public purchasing customers. This page will provide links to dedicated landing pages for key contracts that can be utilized by SLED customers. We would propose creating a dedicated landing page in this section to advertise the benefits of a Sourcwell National Contract award along with a webform where customers can complete a Membership Enrollment form and request follow-up by the Thomas-Sourcwell Contract Manager to help a Participant gain access to the pricing and terms.</p> <p>Conferences and Trade Shows – Thomas Scientific participates in many shows annually to meet SLED customers and highlight our products and services. We meet buyers at state and regional public purchasing conferences and vendor expositions in addition to the NIGP and NAEP annual conferences. We meet with end-users at national meetings for their professional disciplines – regional forensic science shows, American Public Health Association (APHA) annual conference, American Jail Association (AJA), etc. Our sales organization organizes customer-site vendor shows to highlight new products and services at SLED customers through the U.S., particularly in universities across the U.S. where we have contracts.</p> <p>Digital Campaigns – Thomas directs targeted email communications to customers on a period basis. We could utilize this form of communication to reach out to active and inactive customers within Thomas' account listings advertising a Sourcwell National Contract award and the benefits of participating in it.</p> <p>Social Media and Press Releases – Through Thomas Scientific's social media presence we could advertise a Sourcwell National Contract award.</p> <p>Leveraging existing customer relationships – By comparing Thomas' SLED customer account listing with the Sourcwell Participant list we could target customers who are not currently tied to another Thomas contract for enrollment into a Sourcwell National Contract award.</p>

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Thomas Scientific utilizes several different social media platforms across Twitter, Facebook, Instagram, LinkedIn, and YouTube. We use these platforms to target different segments of our audience. On our social media platforms, we aim to provide our customers with value-added content including links to industry news, product training webinars, news of product launches, and other information that is helpful for end-users of our products and services. Our social media posts are a key way customers learn of new and relevant products in their field.</p> <p>Thomas Scientific is dedicated to building a world-class ecommerce experience for our customers. Our digital transformation initiatives are foundational in developing a platform that generates awareness, drives demand, and engages customers. The key areas of focus are:</p> <p><b>CHANNEL OVERVIEW</b></p> <p><b>SEO</b> (aka Organic Search) SEO is the art and science of getting pages to rank higher in search engines such as Google. Because search is one of the main ways in which people discover brands online, ranking higher in search engines can lead to an increase in traffic to a website.</p> <p><b>Digital Media</b> Digital Media: includes Paid Search across search engines (ie. Google) and social media platforms (LinkedIn, YouTube, Facebook, etc.)</p> <p><b>Email</b> Email is foundational to successful B2B organizations: typically, the primary channel for nurturing and retaining customers.</p> <p>Additionally, Thomas Scientific is in the process of redesigning its website to enhance and optimize the customer buying experience. Our new site is being developed with extensive customer feedback and will be positioned to allow for robust self-service options that provide useful tools for Sourcewell Participants to order faster, get updates on inventory and order shipments, download invoices, and more.</p>	*
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?	<p>Thomas Scientific would expect Sourcewell to partner with us in jointly developing ideas for marketing and promoting a Sourcewell National Contract award as well as participating in internal webinars to train/educate Thomas' sales organization on the Sourcewell organization and cooperative purchasing so that they can effectively sell a Thomas/Sourcewell National Contract award.</p>	*
39	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.	<p>Thomas Scientific has a multitude of completed customer e-commerce/e-procurement integrations with government and educational customers across the country. We participate in both punchout and hosted catalog integrations. Because of our size and the resources at our disposal, and with the goal of quickly capturing incremental sales from new customer integrations, we are moving very quickly to implement projects. Whether our customers are utilizing Ariba, SciQuest/Jaggaer, Periscope, SAP, iValua, or a host of other procurement platforms, Thomas Scientific will assign a project manager to quickly begin the integration work.</p> <p>Thomas Scientific is keenly interested in exploring integration with BuySourcewell should we receive a National Contract award.</p> <p>Thomas has had discussions with PPEX about providing our products through their eCommerce platform. We have previously integrated with one of our strategic diversity reseller partners who utilizes the developer of their site. This would enable Thomas to quickly be up and running on the PPEX platform.</p>	*

**Table 8: Value-Added Attributes**

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.	<p>Thomas Scientific's mission is to serve science by being the most trusted partner to customers in our SLED markets. We do this through providing customers access to hundreds of thousands of quality products.</p> <p>Our field sales organization works with hundreds of suppliers and manufacturers to arrange product recommendations, training, and support in their daily work.</p> <p>Thomas Scientific does not manufacture any of the products it sells. We are considered non-vertically integrated for that reason in contrast to our major competitors. We partner with our supplier partners to provide webinar and on-site workshops, product demonstrations, and training. Most of this training is provided by our supplier partners at no cost to the end-user. Some specialized training such as safety training programs may require a cost. Thomas' field sales organization will help end-users access special training and provide quotations should any costs apply.</p>	*



41	Describe any technological advances that your proposed products or services offer.	Thomas' suppliers are a diverse group of companies that are consistently innovating within their respective scientific and engineering disciplines. We highlight their advances through our marketing and promotional efforts, including digital campaigns, the splash banner on thomassci.com, and through customer shows and webinars.	*
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.	<p>Thomas Scientific is dedicated to building sustainable business practices and meeting the needs and values of our customers, associates, suppliers and community. We are focused through programs and initiatives to help support them in meeting their sustainability goals, while being environmentally responsible without comprising the ability of future generations.</p> <p>Highlights of Thomas Scientific's Sustainability Program</p> <ul style="list-style-type: none"> <li>• Use of recycled corrugated boxes and our own packing materials in all warehouses. (i.e. Air Pillow Packaging System which creates Eco-friendly air pillows)</li> <li>• Committed in all warehouses to recycle boxes</li> <li>• Flat shipping fee on most items</li> <li>• Utilize Energy Conservation Programs (i.e. Motion and LED lights for all warehouses and offices)</li> <li>• Recycle office paper and printer cartridges</li> <li>• Partnerships with selected suppliers to participate in programs for the recycling of used products (i.e. pipette tips, PPE apparel, etc.)</li> <li>• EPA approved chemical disposal program</li> <li>• Health and Wellness Programs for all employees (i.e. offering online classes to help our employees to stay motivated and focus on their health.</li> </ul> <p>Highlights of Thomas Scientific's Supplier Sourcing Program for Sustainability</p> <p>Thomas Scientific values building partnerships with manufacturers that are committed to providing sustainable products to our customers. We look for suppliers that share our commitment to being good stewards of the scarce resources we have been given. Key areas of focus for us include:</p> <ul style="list-style-type: none"> <li>• Packaging</li> </ul> <p>We look to our manufacturing partners to secure packaging that is responsibly sourced and can be recycled.</p> <ul style="list-style-type: none"> <li>• Facilities and Manufacturing Capabilities</li> </ul> <p>We look to our manufacturing partners to manufacture products utilizing economically-sound processes with minimal negative impact to the environment that conserves energy and natural resources.</p> <ul style="list-style-type: none"> <li>• Product Waste</li> </ul> <p>We look to our manufacturing partners to manufacture products utilizing raw materials, processes, and packaging that allow for recycling and reduces waste going to the landfill.</p>	*
43	Identify any third-party issued eco-labels, 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.	As Thomas Scientific is not a manufacturer of any of the products it sells, there are no eco-labels, ratings or certifications that we have received. See the previous question for additional information about Thomas Scientific's sustainability programs and practices.	*
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.	<p>Thomas Scientific is a self-certified small business according to federal contracting regulations; however, for state, county, and local agency business classifications we are considered a large business.</p> <p>Thomas Scientific does not hold any DBE, WMBE, SBE, or veteran-owned, or SDVOB business certifications. We rely on strategic partnerships with SDVOB, WBE, and other diverse businesses as resellers of Thomas products and bringing them with Thomas to a Sourcewell Participant opportunity.</p> <p>Thomas works directly with the Participant and the strategic partner to create Tier I and Tier II contracting opportunities to capture diversity spend.</p>	*

45	<p>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?</p>	<p>Quite simply, Thomas Scientific is different from its competitors because of our people. We are a Team of tenured, experienced industry leaders who share a passion for lab products distribution. Our Company has been around since 1900 and is three years older than Fisher Scientific. Thomas Scientific has spent most of its history as a small family-owned east coast business. We became what we are today after the business was sold to the Carlyle Group in 2017 and came under the leadership of Charles Simmons, CEO.</p> <p>Charles recruited experienced industry leaders from other companies who shared his vision, values, and passion for distribution. Since 2017, he has created an organization that is the third largest and fastest growing distributor of laboratory products in the U.S. with the most highly experienced leaders who have spent their careers in the lab distribution market.</p> <p>Thomas Scientific is committed to growing in the SLED market with focus on state &amp; local government customers. State &amp; local government sales at both Fisher Scientific and VWR/Avantor does not exceed more than 1% of their total domestic sales – compared with state and local at over 3% of Thomas’ sales and higher education at 10% of total annual sales. Because the growth of SLED business has a greater impact on Thomas’ overall sales performance and success than our competitors, we are committed to investing in people, products, and solutions for customers in the SLED market. Sourcewell Participants will directly benefit from our success.</p> <p>A coast-to-coast operational footprint of seven warehouses, 60 sales representative and 44 customer service professionals are committed to handling Participant requests expeditiously and efficiently.</p> <p>Assignment of a dedicated national contract team led by a leader with over 40 years in the SLED laboratory market will ensure a quick response time and individualized service to Participants because we understand their needs.</p> <p>Commitment to training our sales organization in selling to SLED market. This is clearly unlike any similar training initiative at Fisher or VWR, or any of our regional competitors. Perhaps we can also introduce training to our Customer Service organization in addition to our sales organization with Sourcewell’s help.</p> <p>Domestic workforce = domestic customer focus. Thomas Scientific is not trying to be a global leader in serving science – simply focused on serving science and scientists in the U.S. and Canada. We want to be great at that!</p> <p>ThomasSci.com – a 24/7/365 tool for busy lab professionals who value self-service tools. Many helpful resources are available on our innovative site including MSDSs, product literature, ordering guides, contact information, and current promotions. Within the last month we’ve implemented “click-to-chat” functionality on thomassci.com.</p> <p>Non-vertically integrated distributor – offering customers greater “choice” without any bias towards self-manufactured goods.</p> <p>Commitment to responsible global sourcing and due diligence in sourcing products from the Far East. We’re as concerned about human rights and labor abuses as Sourcewell Participants are. We have an associate domiciled in the Far East to conduct on-site inspections as our commitment to ethical product sourcing.</p> <p>Willingness and eagerness to integrate with BuySourcewell and PPEX.</p>
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**Table 9A: Warranty**

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

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	<p>Sourcewell Participants are covered by the manufacturer's standard warranties for all goods purchased. Thomas Scientific passes through the manufacturer or suppliers warranty when an item is sold. The precise terms of warranty coverage can and do vary with each OEM purchase. Participants should contact their Thomas sales representative or call Customer Service at 833-544-7447 for precise terms.</p> <p>Our Warranty Terms are as follows where not restricted by statute:</p> <p>Thomas Scientific ("Seller") agrees that the products furnished under this Agreement shall be covered by such warranty as is offered by the original manufacturer or supplier of the products, which Seller shall pass through to the Sourcewell and Participating Entities ("Purchaser"), without recourse to Seller. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the products by Purchaser, and to the extent allowed by applicable warranty shall commence upon acceptance of the products by Purchaser. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Sourcewell Participants are covered by the manufacturer's standard warranties for all goods purchased. The precise terms of warranty coverage can and do vary with each OEM purchase. Most manufacturer's guarantee their goods meet published specifications and release tolerances and are not typically warranted for "fitness for purpose". Participants should contact their Thomas sales representative or call Customer Service at 833-544-7447 for precise terms.</p> <p>Thomas' Warranty and Limitation of Liability includes the following terms, where these are not restricted by statute:</p> <p>If any Product warranted hereunder proves defective or non-conforming, Seller's sole liability and Purchaser's sole remedy hereunder shall be for Seller, to replace, at no cost to Purchaser, any such defective or non-conforming Product with a non-defective or conforming Product (as applicable) or, at Purchaser's option, credit Purchaser's account for all amounts paid with respect to the defective or non-conforming Product upon Seller's receipt of the defective or non-conforming Product. For purposes of this Agreement, a defective or non-conforming Product is defined only as a Product which is outside of the manufacturer's defined Product specifications and release tolerances, and shall not include Products that fail to meet any fitness of use by Purchaser or any unique Purchaser's operating conditions or applications. Seller shall pay all taxes and transportation costs and expenses incurred by Purchaser in connection with the replacement of any defective or non-conforming Product.</p> <p>IN NO EVENT SHALL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, USE OR GOODWILL, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE TOTAL LIABILITY OF SELLER (INCLUDING ITS SUBCONTRACTORS AND AGENTS), IF ANY, FOR DAMAGES RELATING TO ANY PRODUCTS SOLD UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PRICE PAID FOR SUCH PRODUCT(S).</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Sourcewell Participants are covered by the manufacturer's standard warranties for all goods purchased. The precise terms of warranty coverage can and do vary with each OEM purchase. Participants should contact their Thomas sales representative or call Customer Service at 833-544-7447 for precise terms.</p>	*
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?	<p>Sourcewell Participants are covered by the manufacturer's standard warranties for all goods purchased. The precise terms of warranty coverage can and do vary with each OEM purchase. Participants should contact their Thomas sales representative or call Customer Service at 833-544-7447 for precise terms.</p> <p>Thomas Scientific will arrange for the return, replacement, or credit of all items that arrive damaged, expired, in non-working condition, or fail to meet the manufacturer's specifications and release tolerances.</p>	*

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?	Sourcewell Participants are covered by the manufacture's standard warranties for all goods purchased, which Thomas Scientific passes on from the original manufacturer or supplier. The precise terms of warranty coverage can and do vary with each OEM purchase. Participants should contact their Thomas sales representative or call Customer Service at 833-544-7447 for precise terms.	*
51	What are your proposed exchange and return programs and policies?	<p>Thomas Scientific will arrange for the return, replacement, or credit of all items that arrive damaged, out-of-date, in non-working condition, or fail to meet the manufacturer's specifications and release tolerances. All returns must have prior authorization from Thomas Scientific and must be requested within 30 days of delivery. Inspection of all goods for concealed damage must be made within 24 hours of receipt and reported to Thomas within 48 hours of delivery.</p> <p>Products returned without prior authorization will be returned freight collect. All products returned for any reason other than those above, are subject to a minimum 20% restocking fee. Customer will be responsible for all transportation fees on returns not due to product damage or defect , or picking errors. Also, products generally not subject to return include those not purchased from Thomas Scientific, products not in original packaging (including products with damaged, missing, or defaced labeling and packaging). All original manuals, instructions, warnings, and warranties must be included. Products must not have been customized, modified, or damaged in any way in order to be returned for credit. Items purchased on a "special order" basis or discontinued products are not returnable if ordered in error. Chemicals, diagnostics, sterile or controlled products may not be returned if ordered in error. Products ordered in error which are not inventoried by Thomas Scientific, and are not able to be returned to the manufacturer, may not be returned for credit. Products ordered in error with an expired shelf life or short expiration dating less than six (6) months may not be returned for credit. Refrigerated products or other perishables ordered in error are not returnable.</p> <p>A product return form can be completed online at:  <a href="https://www.thomassci.com/returns">https://www.thomassci.com/returns</a></p>	*
52	Describe any service contract options for the items included in your proposal.	A small number of manufacturers, specifically some instrument manufacturers we represent, have Thomas Product Numbers created for instrument service contract options or calibration/recalibration services. These are detailed in our online catalog at ThomasSci.com. Participants should contact their Thomas sales representative to learn of these options, where available.	*

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>Our eight (8) domestic warehouses operate under Best Practices and ISO Standard Processes while delivering a consistent level of quality and performance. All eight warehouses are ISO 9001:2005 certified.</p> <p>2K orders/day = 2,800 lines shipped/day</p> <p>98+ % of in stock orders ship within one day</p> <p>99.8 % of all order lines shipped are delivered error-free.</p> <p>As mentioned previously in our response and in respect to our Customer Service organization's goal to achieve world-class key performance indicators (KPI's) like answering 80% of all incoming calls within 20 seconds or less, and ensuring that no greater than 5% of all callers abandon their attempt to speak with our Associates. During the 2022 calendar year Thomas Scientific answered more than 90,000 telephone calls, with an average speed of answer of 22 seconds (one "ring" longer than our standard) 86% of the time, abandoning only 2% of calls. We monitor and celebrate the strengths our Associates demonstrated when talking with our customers, and actively invite our callers to rate us using an NPS-like model to score their experience. In 2022 Thomas's Customer Satisfaction Score (CSAT score) was 4.8 out of 5.0 from 1,237 Customer-responses.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Following are some of the critical key performance metrics (KPIs) that Thomas Scientific's operational team tracks on a daily, weekly, and monthly basis.</p> <p>Warehouse: lines/hr worked, Labor cost/line, Avg. # Lines Putaway within 48 Hrs., Inventory Accuracy %</p> <p>Inventory Management; Service Levels by Inventory Code, Inventory \$ Value On Hand by Inventory Code (A/B/C/D/E) and % of Value on Hand</p> <p>Purchasing: % PO Lines with Supplier Confirmation Dates, Open PO Lines &amp; \$s with Suppliers, PO Lines Issued, PO \$s Issued, Supplier Lines Late vs. Confirmation Dates, % PO Lines Sent via EDI</p>

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

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Thomas Scientific's standard payment terms are net thirty (30) days from the date of our invoice. If statutory terms differ for a public entity, Thomas will honor those terms.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Thomas Scientific has partnered with North Star Leasing Company to make the financing or leasing of laboratory equipment possible for customer's seeking those types of business arrangements. We provide information and a web-linked connection with a North Star Consultant on our website. Link for leasing and financing options can be found at: <a href="https://www.thomassci.com/Equipment-Financing">https://www.thomassci.com/Equipment-Financing</a>
57	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.	Sourcewell Participants who wish to utilize an award to Thomas Scientific will be asked to complete an Enrollment Form if they do not have their own contract documents, terms and conditions, or purchase order document that they issue or generate in order to contact with Thomas Scientific. This will enable Thomas' Contract Team to properly track all Participants of a Sourcewell National Contract and ensure that the appropriate pricing and freight terms are coded to the Participant's account. The tracking will also enable us to properly record sales under a National Contract for the calculation and payment of Administrative Fees. We have an Enrollment template that we have adopted for use with other similar master agreements and if awarded a contract from Sourcewell we will create a Sourcewell National Contract template version to be utilized by our sales organization.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Sourcewell Participants can use P-cards in both eProcurement and non-eProcurement orders. Thomas Scientific accepts all major credit cards. There is no additional cost for using this payment method.

**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 *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Thomas Scientific provides product category discounts for the full breadth of our product offering based upon discounts from current list. The discount schedule will be uploaded along with a product catalog identifying the category codes and their associated discounts for each SKU. Through our pricing offer, Thomas also provides a pricing matrix for non-catalog and special ordered products, should the Participant be interested and able to accept a "cost plus" pricing offer.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Thomas Scientific product discounts range from 0-44%, based upon our published list prices as shown on our website at the time of order. Compared to our two largest distribution competitors, Thomas Scientific's list prices are significantly lower in many product categories. Within the laboratory supply and equipment market, comparing discounts between distributors doesn't reveal the best pricing for Sourcewell Participants. We encourage end-users to compare our discounted prices against their current supplier. Where a Participant has a high value or high volume purchase, our sales organization will gladly provide a quotation.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Where a Participant has a high value or high volume purchase, our sales organization will gladly provide a quotation. Thomas Scientific will extend to any Sourcewell Participant lower pricing in the form of Special Price Quotations ("SPQ's") and/or other Promotional Pricing on goods from certain specific manufacturers and suppliers, as it may be available during the term of any contract award. Whenever SPQ or Promotion pricing exists, it shall be governed by the terms and effective dates established by the manufacturer or supplier offering the special pricing.

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open 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 request.	Through our uploaded pricing offer, Thomas provides a pricing matrix for non-catalog and special ordered products, identified in our Discount Schedule attachment as Discount Codes NHP01 and NHP02. This pricing is offered as a “cost plus” matrix and represents “capped” pricing for non-catalog or special ordered products. Thomas Scientific recognizes that some Participant may be unable to accept a “cost plus” pricing offer due to statutory or administrative rules. Our sales organization will gladly provide a quotation for non-catalog and special order goods utilizing the matrix proposed.	*																
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Thomas Scientific typically delivers goods to a Participant’s loading dock or wherever a UPS or a LTL driver may deliver goods. On occasion a customer may request more specialized services such as inside delivery, lift-gate delivery, movement of heavy capital items to another delivery location (besides the loading dock), unboxing, set-up, installation, and detrashing. If any of these services are requested by a Participant, they will be quoted in advance of the purchase.	*																
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight terms to Sourcewell Participants located within the continental U.S. and Canada are FOB Destination, freight prepaid and allowed on standard ground shipments. Expedited delivery/shipping will be shipped prepaid and added. Goods are delivered to the loading dock or laboratory – whichever is customary for UPS or FEDEX. LTL shipments are made to a loading dock only. For delivery points that are non-standard for the method of shipment, contact your Thomas sales representative for a delivery quotation or call Customer Service at 833-544-7447.</p> <p>When hazardous chemicals are ordered, a Sourcewell Participant will NOT be billed for Carrier hazardous materials charges.</p> <p>Fuel surcharges shall not apply to orders placed under any Sourcewell National Contract award.</p> <p>No minimum order amount is required to receive the free standard ground transportation terms.</p>	*																
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Products shipped to Alaska, Hawaii, and US territories will be FOB Destination, freight prepaid and added. Participants are responsible for paying the cost of shipping products and will typically incur longer shipping times. Hazardous material shipping charges will also apply to shipments of hazardous chemicals to these destinations. No fuel surcharges will apply. There are no minimum order amounts.</p> <p>For non-expedited small package deliveries will incur the following charges as of 1/1/2023</p> <table border="1" data-bbox="781 1249 1117 1449"> <thead> <tr> <th>Order Value</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>&lt; \$50</td> <td>\$10 Flat Rate</td> </tr> <tr> <td>\$50 - \$100</td> <td>\$17 Flat Rate</td> </tr> <tr> <td>\$101 - \$225</td> <td>\$24 Flat Rate</td> </tr> <tr> <td>\$226 - \$999</td> <td>13.6%</td> </tr> <tr> <td>\$1000 - \$4999</td> <td>11.6%</td> </tr> <tr> <td>\$5000 - \$10K</td> <td>9.6%</td> </tr> <tr> <td>&gt; \$10K</td> <td>Quoted</td> </tr> </tbody> </table> <p>At any time Thomas Scientific’s Customer Service team can provide Participant’s a quote on LTL and small package shipping by calling 833-544-7447.</p>	Order Value	Cost	< \$50	\$10 Flat Rate	\$50 - \$100	\$17 Flat Rate	\$101 - \$225	\$24 Flat Rate	\$226 - \$999	13.6%	\$1000 - \$4999	11.6%	\$5000 - \$10K	9.6%	> \$10K	Quoted	*
Order Value	Cost																		
< \$50	\$10 Flat Rate																		
\$50 - \$100	\$17 Flat Rate																		
\$101 - \$225	\$24 Flat Rate																		
\$226 - \$999	13.6%																		
\$1000 - \$4999	11.6%																		
\$5000 - \$10K	9.6%																		
> \$10K	Quoted																		
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Thomas Scientific is not offering any unique distribution or delivery methods through this proposal. If a Participant is interested in specialized inventory management services, such as on-site and vendor managed inventory, these services can be quoted. Contact your Thomas Sales representative for a consultation and quotation.	*																

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	Actually (a) and (b) are correct. Pricing and terms are on par with other government contractual engagements and public cooperatives.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	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.	<p>Thomas Scientific has a Contracting Team and Contract Administrator who implements customer agreements and tracks customer sales for sales tracking, reporting and payment of administrative fees. We conduct periodic audits of these reports and payments for compliance to the contractual terms.</p> <p>Proper Membership Enrollment tracking is crucial to ensuring that participating entities receive the negotiated pricing and freight terms and that Vendor Sales Reports are accurate and fees are properly calculated and paid.</p> <p>Thomas Scientific currently pays administrative fees under other contractual arrangements it has in place with public government entities. In the past three years there have been no reported issues or customer audits which we did not pass. In the past year we have added an additional, experienced resource to our finance team who monitors, tracks, and approves payments of customer fees.</p>
69	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.	<p>Foundational to monitoring the success of a Sourcewell National Contract will be the accurate tracking and monitoring of monthly and quarterly sales volume, profitability, and Participant growth.</p> <p>Another internal tracking metric is timeliness in reporting Sales History and issuing Fee Payments in accordance with contract terms.</p>
70	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.)	Thomas Scientific proposes a 2% administrative fee on annual sales up to \$30M, paid quarterly. Annual sales greater than \$30M would receive a 1.5% fee paid quarterly. Reporting will be made within thirty (30) days of the close of each calendar quarter (Jan/Apr/Jul/Oct) with payment to be issued with forty-five (45) days following the close of each calendar quarter.

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

Line Item	Question	Response *
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71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Thomas Scientific is offering all of the products and ancillary services available through its online website, supplier catalogs, and other sales literature. This includes consumable goods as well as capital equipment, lab furniture design and renovation services, and Lecia Microsystems products (where authorized by Leica). The attached catalog contains over 718,000 SKUs of products used in laboratories and cleanrooms across the country and in Canada.</p> <p>Primary product categories supplied through Thomas' offer include:</p> <ul style="list-style-type: none"> <li>Chemicals</li> <li>Chromatography</li> <li>Clinical</li> <li>Controlled Environments</li> <li>Diagnostics</li> <li>Equipment</li> <li>Furniture</li> <li>Instruments</li> <li>Laboratory Supplies</li> <li>Life Science</li> <li>Safety</li> </ul>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Product subcategories supplied through Thomas' offer include:</p> <ul style="list-style-type: none"> <li>Anemometers</li> <li>Anesthesia Systems</li> <li>Antibodies</li> <li>Apparatus</li> <li>Assemblies &amp; Kits</li> <li>Bags</li> <li>Balances</li> <li>Baths</li> <li>Beads</li> <li>Benches</li> <li>Blenders</li> <li>Bottles</li> <li>Brooms &amp; Brushes</li> <li>Burets</li> <li>Calipers</li> <li>Capillary Electrophoresis and CE/MS</li> <li>Caps, Closures, Connectors, Plugs &amp; Stoppers</li> <li>Cell Culture</li> <li>Ceramicware</li> <li>Chambers</li> <li>Chillers</li> <li>Circulators</li> <li>Clamps &amp; Supports</li> <li>Cleaners</li> <li>Cleaners &amp; Disinfectants</li> <li>Cleanroom Apparel</li> <li>Cleanroom Gloves</li> <li>Clippers</li> <li>Clocks</li> <li>Cloning</li> <li>Combustion Apparatus</li> <li>Condensers</li> <li>Cones &amp; Funnels</li> <li>Containers</li> <li>Controls</li> <li>Crushers</li> <li>Cutting Devices</li> <li>Cylinders</li> <li>Data Loggers</li> <li>Degassers</li> <li>Desiccants</li> <li>Desiccators</li> <li>Diagnostic Instruments</li> <li>Dishes, Weighboats &amp; Reservoirs</li> <li>Dispensers</li> <li>DNA &amp; RNA Extraction</li> <li>Drum Trucks</li> <li>Drums, Tanks &amp; Liners</li> <li>Dryers</li> <li>Electrodes</li> <li>Electrophoresis</li> <li>Electrophoresis Systems</li> <li>Electroporators</li> <li>Embedding Centers</li> <li>Emergency Preparedness</li> </ul>

Enclosures  
Ergonomics  
Evaporators  
Extended Care / Home Health  
Extraction Apparatus  
Eye Protection  
Eye Wash Stations  
Filtration  
Fire Safety  
First Aid  
Flammable Storage  
Flash Point Testers  
Flasks  
Foil  
Foot Protection  
Force Gages  
Forceps/Tweezers/Tongs  
Freezer Racks  
Furniture  
Gas Chromatography  
Gas Supplies  
General Chromatography  
Gloves  
Grinders  
Hand Protection  
Head & Face Protection  
Hearing Protection  
Heat Guns  
Heaters  
Heating Blankets  
Heating Blocks  
Heating Mantles  
Histology  
Hoods  
Ice Makers  
Incubators  
Labels, Paper & Tapes  
Laboratory Research Chemicals  
Laboratory Seating  
Laboratory Stationary  
Laboratory Supplies  
Ladders  
Lamps  
Leakage Detectors  
Liquid Chromatography  
Liquid Handling  
Liquid Nitrogen Monitors  
Liquid Storage  
Magnetic Field Testers  
Magnifiers  
Mailers & Shippers & Packaging  
Melting Point Apparatus  
Mercury Analyzers  
Meters  
Microplate Readers  
Microscopes  
Microscopy  
Microtomes  
Mills  
Nebulizers  
Nucleic Acid Purification  
Ovens  
Patient Care  
PCR  
PCR  
Pipette Controllers  
Pipettors  
Platers  
Plates  
Point of Care  
Power Supplies  
Presses  
Protective Clothing  
Protein Biology  
Pumps  
Racks & Drying Stations

\*

		Recorders Refrigerators Respiratory Protection Roller Bottle Apparatus Sample Collection Sample Storage Samplers Scoops, Spoons & Spatulas Shakers Showers Signs Tags & Labels Skin & Wound Care Solid Phase Extraction Specialty Chemicals Spectrophotometer Cells/Cuvettes Spill Control Static Eliminators Sterilization Stir Bars Stirrers Storage Storage Bins Surgery   Minor Procedure Syringes & Needles Test Kits Test Systems   Panels Testing Strips & Indicators Thermoreactors Thermoregulators Timers Tissue Culture Systems Titrators Torches Transilluminators Tubes Tubing, Fittings and Hose Viscometers Vortexers Washers Water Purification Systems Weather Stations Wire & Cables Workstations
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**Table 148: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered	Comments
73	Equipment, instruments, supplies, products, accessories, specimens, curriculum, and kits.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Technology, hardware, and software designed for the delivery of services described in Line Item 73 above for both onsite and eLearning.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Lab planning, design, assembly, and efficiency evaluation services of Line Items 73 and 74 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Training, consultation, technical support, and services related to the offering of the solutions in Line Items 73 and 74 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Training, consultation and technical support when provided by the manufacturer or supplier of the product. Contact your Thomas sales representative.

**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\_DiscountsbyPriceCategory.zip - Friday February 03, 2023 15:11:14
  - Financial Strength and Stability (optional)
  - [Marketing Plan|Samples](#) - Thomas Sci Marketing Collateral (Examples).pdf - Tuesday February 07, 2023 09:22:53
  - WMBEIMBEISBE or Related Certificates (optional)
  - [Warranty Information](#) - Thomas Scientific Warranty Terms.pdf - Tuesday February 07, 2023 07:55:11
  - [Standard Transaction Document Samples](#) - THOMAS SCI\_SOURCEWELL CONTRACT ENROLLMENT FORM 02.06.2023.pdf - Tuesday February 07, 2023 09:16:57
  - [Upload Additional Document](#) - Thomas Cover Letter\_Letter of Transmittal.pdf - Tuesday February 07, 2023 09:28:05

## 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: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government 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. - James Morrel, Vice President of Sales, Thomas Scientific, LLC

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Lab_and_Science_Equipment_RFP_020723</b> Tue January 24 2023 03:21 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Lab_and_Science_Equipment_RFP_020723</b> Thu January 19 2023 11:16 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Lab_and_Science_Equipment_RFP_020723</b> Tue January 10 2023 03:42 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Lab_and_Science_Equipment_RFP_020723</b> Wed January 4 2023 12:25 PM	<input checked="" type="checkbox"/>	2