

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Possible Missions Inc., 3110 Antoine Drive, Houston, TX 77092-7036 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

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

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

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

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

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

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at 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. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all 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 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 Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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



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

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

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

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

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

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

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

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



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

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

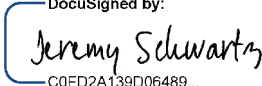
## **22. CANCELLATION**

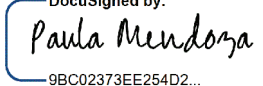
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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


Sourcewell

Possible Missions Inc.

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

DocuSigned by:  
  
 By: 9BC02373EE254D2...  
 Paula Mendoza  
 Title: CEO  
 Date: 4/5/2023 | 1:17 PM PDT

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coquette  
 Title: Executive Director/CEO  
 Date: 4/5/2023 | 3:36 PM CDT

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

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## Vendor Details

Company Name: Possible Missions Inc.  
Does your company conduct business under any other name? If yes, please state: NA  
Address: 3110 Antoine Drive  
Houston, Texas 77092  
Contact: Paula Mendoza  
Email: paula@possiblemissions.com  
Phone: 713-271-3746  
Fax: 832-575-3746  
HST#: 45-4006745

## Submission Details

Created On: Monday December 19, 2022 12:25:39  
Submitted On: Tuesday February 07, 2023 12:11:36  
Submitted By: Paula Mendoza  
Email: paula@possiblemissions.com  
Transaction #: 62ccd349-9124-412e-ae94-a19d64bbb82c  
Submitter's IP Address: 98.34.201.186

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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")	Possible Missions Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NA
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4P2X7
5	Proposer Physical Address:	3110 Antoine Drive Houston, Texas 77092-7036
6	Proposer website address (or addresses):	www.possiblemissions.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Paula Mendoza, CEO 3110 Antoine Drive, Houston, Texas 77092-7036 paula@possiblemissions.com 713-598-3746
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paula Mendoza, CEO 3110 Antoine Drive, Houston, Texas 77092-7036 paula@possiblemissions.com 713-598-3746
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sylvia Perez, Administrator 3110 Antoine Drive, Houston, Texas 77092-7036 sylvia@possiblemissions.com 713-271-3746

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

Line Item	Question	Response *
10	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.	Possible Missions is a company established in 2001. It was established to provide the best possible customer service to its customers. We hold and respect the prestigious ISO 9001:2015 certification. With this in mind, we are committed to a policy of total quality in our projects. We will meet customer defined requirements promptly and within budget. And we are committed to continually improving our quality management system which will allow us to maintain the highest of standards in the industry.
11	What are your company's expectations in the event of an award?	We have established a solid foundation and have worked hard towards providing our products and services throughout the country. If awarded this contract, we have the capacity to expand our team, locally and nationally. This cooperative agreement would allow this to happen. Possible Missions has worked diligently to maintain great customer satisfaction within its customer service department. Customer Service Relations is the heart of the organization. The products we sale are in demand but without the team supporting the orders, deliveries, and any customer calls, we would be just like other companies. Since our ISO Certification, we have maintained a 97% customer satisfaction. This lets us know that our continued service sets us apart from others.
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.	Possible Missions is submitting (attached) a summary of 2021 Financials (Balance Sheet and Profit & Loss) along with a reference letter and line of credit from our Primary Bank Amegy, as well as a letter of reference from Morgan Stanley. We feel that our financials will show our financial stability as well as the letters of reference.
13	What is your US market share for the solutions that you are proposing?	Possible Missions engages strategically with Fisher Scientific as an authorized product distributor to provide customers with Fisher Scientific products through exceptional customer service. PM has established an excellent track record in growing customer spend for Fisher products. Possible Missions through its network of national association memberships maintains the capacity to grow in the US market share targeted by our supplier. We have provided product and services in 10 different states with Fisher as our supplier.
14	What is your Canadian market share for the solutions that you are proposing?	Currently Possible Missions is not selling product or services outside the United States.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Possible Missions has never petitioned for bankruptcy protection.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Possible Missions has been a reseller for Fisher Products since 2013. We have a resellers agreement with Fisher Scientific. (Attached) We have created a unique relationship with Fisher our supplier. We have been a reseller since 2013 and have established relationships with their management team as well as their local sales team in every market where we sell the product. This allows the customer to have multiple options for information and communications. It also allows the customer to have continuity in salespeople if they have dealt with someone for years. We make sure that the relationship with the customer is transparent, and that they know, that just because they will be ordering direct through Possible Missions, doesn't mean they lose their contacts with Fisher direct. This relationship has worked successfully for Possible Missions & Fisher throughout the country.
17	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.	We currently do not need any licenses or certifications to resell the products that will be included in this Response. However, we do hold the ISO 9000:2015 Certification (for 11 years). This is an important piece of our project management skills as well as our customer service assessments. We do feel that this Certification sets us a part of other small businesses in our industry. Our other certifications are our Small Business, Minority Business and SBA Certifications which will be included as an attachment in our Response.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Possible Missions has No Suspensions or Debarment against the organization.

**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>Possible Missions and Paula Mendoza, CEO have been recognized by and for the following:</p> <ul style="list-style-type: none"> <li>• Women Who Mean Business, Recognized by the Houston Business Journal - 2022</li> <li>• Inaugural Distinguished Alumna · Recognized by University of Houston Downtown · 2022</li> <li>• Women of Excellence · Recognized by Federation of Houston Professional Women · 2021</li> <li>• Inaugural Most Admired CEO and Executive of the Year · Recognized by Houston Business Journal · 2020</li> <li>• Hispanic Hero · Recognized by Comcast · 2020</li> <li>• SBA 8(a) Graduate of the Year · Recognized by Small Business Administration · 2020</li> <li>• Top 30 Influential Women of Houston · Recognized by Top 30 Women · 2019</li> <li>• HUB Advocate of the Year · Recognized by University of Texas Alliance · 2019</li> <li>• UT Alliance Contractor of the Year · Recognized by University of Texas Alliance · 2017</li> </ul> <p>I truly believe that even when the recognition is recognizing the CEO, it is recognizing the CEO for the leadership qualities exhibited as well as the business acumen that is displayed and providing a strong sense of commitment to the company and its customers.</p> <p>The entire Possible Missions Team is credited for the recognitions for both the CEO and the industry awards. They are the glue that keep the company successful!</p>
20	What percentage of your sales are to the governmental sector in the past three years	In the Past 3 Years, Possible Missions' sales have only been in the Government/Education sector. Percentage of sales provided in question # 21.
21	What percentage of your sales are to the education sector in the past three years	In the Past 3 Years, 100% of Possible Missions sales have been from the Government/Education sector.
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?	We are currently the HUB Partner with Fisher on a Cooperative Agreement. The following are the annual sales: 2019: \$61,000,000 2020: \$77,000,000 2021: \$96,000,000. We also hold a TIPS Contract, with no sales to report for the past 3 years.
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?	Possible Missions does not have any GSA Contracts or Standing Offers nor Supply Arrangements.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
The University of Texas Medical Branch (UTMB) - Galveston	Karen L. Gross, C.P.M., CTPM, CPPB klgross@utmb.edu	409-266-1094
The University of Texas MD Anderson Cancer Center	Gabriela Zambrano, MBA mgzambrano@mdanderson.org	713-745-8352
Houston Community College	Veronica Douglas, NIGP-CPP, CPPB, CTCM veronica.douglas@hccs.edu	713-718-5278
United States Small Business Administration (SBA)	Timothy (Tim) Jeffcoat timothy.jeffcoat@sba.gov	713-773-6518



**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 *
The University of Texas Medical Branch	Education	Texas - TX	Possible Missions is a provider for Research Supplies and Equipment for this State Government Educational Facility	Average Invoice: \$826.94	2019: 5,337,700 2020: 6,195,351 2021: 4,489,246 2022: 4,881,774
The University of Texas MD Anderson Cancer Center	Education	Texas - TX	Possible Missions is a provider for Research Supplies and Equipment for this State Government Educational Facility	Average Invoice: \$1,100.27	2020: 343,555 2021: 17,304,561 2022: 19,729,003
The University of Texas Southwestern Medical Center	Education	Texas - TX	Possible Missions is a provider for Research Supplies and Equipment for this State Government Educational Facility	Average Invoice: \$787.19	2019: 15,470,089 2020: 17,019,653 2021: 18,826,647 2022: 14,994,553
Baylor College of Medicine	Education	Texas - TX	Possible Missions is a provider for Research Supplies and Equipment for this State Government Educational Facility	Average Invoice: 1,026.05	2019: 10,024,244 2020: 10,322,750 2021: 9,330,031 2022: 9,638,143
Texas Tech University	Education	Texas - TX	Possible Missions is a provider for Research Supplies and Equipment for this State Government Educational Facility	Average Invoice: \$1,187.21	2019: 2,977,477 2020: 3,296,799 2021: 6,554,756 2022: 4,148,374

**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.	Possible Missions has created a unique partnership with its resellers. In our relationship with Fisher, we have established one-to-one contact with Fisher sales team(s) on the ground whenever we take on an existing or new Fisher/Possible Missions customer. Our Team, made up of a VP of Business Development, 2 Project Managers, 4 On Site Specialists along with a Customer Service Team of 5 work closely with the customers on a day-to-day basis. Communications with the Fisher salesforce happens daily on all types of items; new orders, back orders, quotes, back-order reports, delivery issues, invoicing issues, and always working on new business. Our partnership is stronger because of our constant teamwork. This collaboration is constant in any state where we share joint customers.
27	Dealer network or other distribution methods.	We are a reseller for Fisher Scientific and utilize their distribution warehouses. They have multiple warehouses across the country. Depending on where the customer is located, that is where the product is pulled from. We also have our own climate-controlled warehouse where, if needed, we store our customers products for "just in time delivery".
28	Service force.	In reference to our service team, if it is a product that is purchased through our reseller, our customer service team will handle the call. They will first look up the order, find the product, research the issue, check on a warranty via Fisher. Our customer service team works with the customer to determine if the manufactures service team needs to be called out. If this is the case, Possible Missions will work with the Fisher sales team to make sure that the service is handled and completed. We have our own service team for onsite deliveries and dock-to-lab deliveries when necessary. Our team can also work closely with Fisher's delivery team for logistics needed on site with the customer. We have provided service teams in multiple states in the U.S. and multiple cities throughout the state of Texas.

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>One of our strengths as a Small Business is the ability to be flexible when it comes to the ordering process. Our ordering process differentiates upon the need of the customer and their platforms.</p> <p>For E Commerce - orders are processed via Possible Missions and the customers portal partners – we work primarily with two systems for ordering: GHX and Truecommerce (formerly B2B Gateway). The orders are generated on the E Commerce platform at the customer's site. Our partner platforms are connected directly with our supplier's ordering platform. Once the supplier ships the orders, the supplier bills us directly and one of our 2 portal partners create and send the invoices to the customers directly. Most but not all customer payments are paid to Possible Missions through ACH.</p> <p>For Manual Orders – orders are sent to Possible Missions by email or fax. No orders are accepted by phone. The orders are then placed with our supplier, via email. Once the supplier ships the orders, the supplier bills us directly and one of our 2 portal partners create and send the invoices to the customers directly. Most but not all customer payments are paid to Possible Missions through ACH. We still have paper checks sent to us on occasions.</p> <p>A flow chart of both our E Commerce and Manual ordering processes are attached.</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.	Possible Missions Customer Service Representatives (CSR's) is led by our Mission Statement of "Seeing clearly our customers' needs and providing quality products and services to help them succeed." Our goal is to respond to all calls and emails during business hours within the same day, depending on the information access. If information is unavailable at the requested time, our response window should be within 24 hours. Our Customer Service Team documents all calls and emails on a customized internal portal, where the task can be assigned and followed to completion. It allows our team to observe any trends and continually improve customer satisfaction.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Through our 13 years of doing business with Fisher, our partnership has strengthened resulting in expanding our capabilities every year. We have truly been able to fine tune and are committed to continually improve our customer service delivery skills, the avenue by which we work closely with all joint customers, provide product sell in multiple states, provide ecommerce solutions in multiple scenarios. We have grown from a 2-person operation to over 23 employees (for our Fisher relations) and at times bring in teams of 5-10 employees for projects that relate to on site delivery, dock delivery, kitting, furniture and light equipment assembly, order processing on site for customer. We have provided Possible Missions team members in multiple locations for our on-site projects as well. Managing stockrooms for the customer, for Fisher or for inventory owned by Possible Missions. As a yearly goal we establish a monthly schedule to participate in expos, L&Ls and networking events to promote product and services to existing clients and potential clients.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At the present time, we would like to keep our response to this RFP to the United States. We would be open to possibility providing services to Canada in the following years.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Possible Missions will not be providing product or services in Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Possible Missions can sell to all sectors participating in Sourcewell. We can provide product to all of the United States. We do not have any limitations at this time from any other contracts or cooperatives.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no specific requirements that would apply; however, freight may be absorbed at a specific dollar threshold for the continental US. Freight for Hawaii, Alaska and the territories would receive freight discounts from standard rate but not absorbed.	*

**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.	Possible Missions will include Sourcewell's marketing logo (with approval) on marketing documents where appropriate. If we feel that the customer can benefit from the Sourcewell Cooperative, we will add the information onto the marketing material that is being used. We have provided multiple documents that will show where we could add the Sourcewell information/Logo for advertising. You will also see that all our marketing materials are tailored to each customer. Our materials target the product and/or service that directly fits the needs of the customer. We have provided multiple examples that will illustrate the ability to promote our contract with Sourcwell. It will also be our biggest vehicle for business. We have also included in the attached documents where we attend multiple exhibits/marketing shows/conferences where we continuously post onto social media and would have the Sourcewell information on our marketing materials and posters, etc.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Today's technology and use of metadata and analytics are central in defining our social media strategies alongside our company's marketing focus. Digital media is commonplace these days. If we're not on, we're missing out. Putting content in the right location, with the right user, for an exact purpose presents effective marketing.</p> <p>Our team's web lead focuses on optimizing our web/app presence especially for mobile devices being they are central for impromptu views, interactions, and communication. This keeps us where we need to be alongside our competition. We rely on real-time reactions to understand what sparks our audience (business partners, co-workers, potential leads, and dedicated fans).</p> <p>We use each platform's metadata to understand the metrics. Our messaging overall is small-business like, on-brand, genuine, informative, and inspiring. We share a variety of content from various projects and events including vendor shows, holidays, team birthdays, and inspiring/motivational messaging. We don't currently post live/video content and are excited about new ideas planned for 2023 to continue to keep our brand front and center.</p> <p>Our social media platforms are at LinkedIn, Facebook, Twitter, and Instagram. We've included a montage of recent posts (front-facing) from our Instagram account to demonstrate our visual. We've also singled out a select few with captions. All posts are the same across all our social media profiles.</p> <p>More Information and examples of our social media posts are attached in document section.</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>We believe that Sourcewell should be an advocate for the suppliers/vendors that are part of their membership. If a potential customer/member reaches out to Sourcewell for a specific product or service need Sourcewell should be able to direct them to their suppliers/vendors.</p> <p>On the other hand, Possible Missions will include Sourcewell's marketing logo (with approval) on marketing documents where appropriate. If we feel that the customer can benefit from the Sourcewell Cooperative, we will add the information onto the marketing material that is being used. We have provided multiple documents that will show where we could add the Sourcewell information/Logo for advertising. You will also see that all of our marketing materials are tailored to each customer. Our materials target the product and/or service that directly fits the needs of the customer. We have provided multiple examples that will illustrate the ability to promote our contract with Sourcwell. It will also be our biggest vehicle for business.</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>Until this date, we have used our customers E Commerce platforms to facilitate orders. Each one of our customers utilize their own systems and platforms for e commerce as well as accounts payables. We have been flexible enough with Fisher's assistance in implementing individual solutions for each customer.</p> <p>We are researching an E Commerce Platform in anticipation of this award whereby our Sourcewell Customers will have the opportunity to sign on to a "Possible Missions" E Commerce Platform and place their orders directly. We will still provide the opportunity to take manual orders, with a PO and credit card orders, if the customer requests as well as working with their internal platforms as we have done for years if they request.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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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.	Possible Missions will partner with Fisher Scientific to provide Lab demonstrations and training on products/equipment purchased through Possible Missions/Fisher/Sourcewell. Generally, the trainings and demonstrations are requested through the end users and/or can be provided by the sales representatives that manage the particular customer. Any customized training that the customer requests may bare a cost, but this would be worked out on a customer-by-customer basis.	*
41	Describe any technological advances that your proposed products or services offer.	Possible Missions prides itself on providing customized solutions for the customer. Sometimes it includes the newest technologies; in ordering platforms, invoicing or product delivery. When partnering with Fisher, we are provided with the state of the art technologies through their multiple warehouses across the country for delivering products, providing product fills from one warehouse to another when a customer is in need, as well as the inventory management systems that are provided on site to the customer or within their own Fisher facilities. Possible Missions manages several storerooms at the customer locations. We work closely with the Fisher's inventory management personnel and the technology that they have to fulfill the needs of the customers. Once again, each customer has specific needs and Possible Missions has been able to fulfill all requests that the customer has requested.	*
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.	Possible Missions strives to provide environmentally friendly opportunities while working on projects. As of late, when we are providing Kitting Services, we make sure to recycle any cardboard and or paper that is part of our product acceptance and delivery. During one of our latest projects, we were able to recycle 1,800 lbs. of carboard during 1 set project (Safety Shields) Our recent purchase of a 7,500 sq. ft. building has allowed us the ability to automatically regulate our temperatures as to not waste electricity, we also recycle all paper and cardboard products and are paperless in our office. We have motion-activated light switches, which saves on the use of lights and energy during working hours. Also keeping shades open during daylight hours has been a conscious effort in saving energy. We partner with a company to donate recycled electronics and make sure that the team is using kitchen ware that are glass/plastic as to not use too much paperware.	*
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 a Reseller, we can't answer this for our supplier. However, we know by looking on their websites, FisherSci.com and participating in several quarterly business reviews that they are fully committed to eco-friendly solutions as well as eco-friendly products.	*
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.	Possible Missions is a strong advocate for Minority/Women Owned businesses and is certified by multiple organizations. A list of those is attached in the documents section for your review. We have also been certified as an ISO Certified Company for 11 years and the certification is also attached for your review. (attachment)	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Possible Missions prides ourselves on our customer service, unique solutions and the ability to work closely with our Supplier, Fisher to address all the needs and deliverables per customer.</p> <p>Examples of our unique solutions within the customers are the ordering and billing solutions. We can provide E Commerce solutions, Manual solutions as well as taking email orders (when a PO is provided). We have provided documentation that outlines our difference solutions in the documents section.</p> <p>Customer Service Team</p> <p>Another unique attribute is our customer services team. Our customer service reps work with all our customers and directly with our suppliers customer service team. We can work with the customer and then turn around and work directly with the suppliers and/or their manufactures to find out what the issues are and provide the end user with answers. This allows our on the ground sales reps for our suppliers to continue to work with the customers on their needs while we assist with any issues that may arise.</p> <p>Storerooms</p> <p>At times our customers require an on-site storeroom/stockroom. Possible Missions can provide the solution to the customers. As examples on 4 of our storerooms, each have different solutions. 1 is like a convenient store model. The researchers come down and pick from the shelves, provide a PO and then they take their items, another is where the customer owns the product and our resource distributes and then reorders for the customer, another is handled via P Card transactions (not the best scenario due to costs associated) and the last exempld is purchases are via PO and then desk top delivery is provided. The researchers can order from their desk and have it delivered same day. (Photos of some of our stockrooms are attached within the document section)</p> <p>Value Add</p> <p>We have provided 2 examples of how we can provide creative solutions for the customers. One has been the kitting of Safety Shields and the other is the kitting of COVID test kits. We have also provided dock delivery services for customers when they are down on their own resources. This makes sure that our customers are not waiting on their product from the dock that may be needed for any research or daily work that is needed. (examples attached)</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 *	
46	Do your warranties cover all products, parts, and labor?	As the authorized reseller, our customer service team will assist the client with regards to any warranties that come with the product purchase. The coverage will not exceed that of the manufacturer for products, parts and labor.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Usage restrictions or other limitations will be stipulated in manufacturers warranties. The coverage will not exceed that of the manufacturer for products, parts and labor.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician expense, travel time and mileage will be stipulated in manufacturers warranties. The coverage will not exceed that of the manufacturer for products, parts and labor.	*
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?	Warranty not to exceed that of the manufacturer addressing repairs for participating entities at a region not able to perform warranty repairs. we are not addressing Canada in this proposal response.	*
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?	For other proposed manufacturer's warranty not to exceed that of the manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Exchange and return programs and policies will not exceed that of the manufacturer's warranty.	*
52	Describe any service contract options for the items included in your proposal.	Service contract options would be covered not to exceed manufactures warranty.	*

**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>Possible Missions established the objective of a 90% or higher customer satisfaction goal for our annual reporting. Since our ISO Certification (11 years) we have tracked our customer satisfaction rate. We are pleased that our average percentage of customer satisfaction is 97%. customer satisfaction is our key ingredient for success. We pride ourselves by standing out against our competitors. In the last couple of years, we have implemented a customer satisfaction "Button" attached to all customer service representatives (CSR's) return emails. This allows our customers to comment or rate our CSR's anytime they receive an email. (Attached)</p> <p>For every project we commit to, we have a Project Plan. In the project plan, the deliverables to the customer are outlined and reported on the project plan on a weekly or monthly basis. This holds the project managers accountable for their deliverables to the customer.</p> <p>For quotes, our internal goal is to return a quote within 2 hours. We have a 4-hour external turnaround time. If it is a hard-to-find item or the supplier lets us know that it may take longer, our process to the customer is to communicate to them the estimated time of submittal for the quote.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>We have built a team of qualified, experienced customer service staff. They are competent in providing information with accuracy. We provide our customers the opportunity to supply feedback on customer satisfaction through our QR code at the end of every email and our customer satisfaction surveys which are requested of the customer quarterly and documented in our project plans. The information that is provided in these surveys is also used for our team training of each employee to ensure proficiency. A sample of our customer satisfaction survey is (attached)</p>

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

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Our payment terms would be due upon receipt. For established customers we could work out 30-day terms. We accept Manual Checks, ACH, Wires and Credit Card Payments. We would charge the customer a fee of 3.5% if they would like to pay for their product with a credit card. This fee can change, and the customer would be advised if the fees change per the merchant bank.</p>
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Possible Missions would not provide leasing or financing options.</p>
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.	<p>We would only require a PO from the customer if Net Terms would be honored. The PO would come from the customer.</p>
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?	<p>Possible Missions would accept P Cards from customers. There would be a transaction fee charged to the customer for the P Card fee and this would be quotes to the customer at the time of the order.</p>



**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.	Our pricing would be a percentage off list less catalog price.
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.	The discounts are based on categories and standard units of measure.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Once a customer is established, we would work on a separate agreement if quantities were presented and do what we could to provide volume discounts. This would be on a customer-by-customer basis.
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.	We could absolutely source non cataloged items, but any discount would be dependent upon the manufacturer or distributor in which we would source from. We would provide a quote for each request that is would not be included in the current pricing.
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.	If a product is a franchised item, it would have a freight rate but could be absorbed for normal ground charges for orders that exceed \$500 and are coming from the warehouse. Expedited freight, overnight, rush, etc. would not be absorbed. If a SKU has a haz, ice or integrity requirement, that would be charged on a separate line from the product. There is also a fuel surcharge that varies from week to week. Freight and fuel charges would be outlined on the quote. Freight for items over 100 pounds will not be absorbed.
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.	For orders that exceed \$500 freight could be absorbed with a fuel charge added. All freight charges would be added and displayed on the quote or order. Freight for items over 100 pounds will not be absorbed.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Any orders for Alaska and Hawaii would be charged freight and fuel and would be listed on the quote. We are currently not servicing Canada or offshore orders.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The price for product is dock-to-dock delivery only. If the customer has a request for inside delivery, this could be worked out on a request-by-request basis for an additional fee. This could be included in the quote.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We would also be able to potentially offer better pricing depending on the customers repeat orders or volume purchases.



**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.	Possible Missions will connect quarterly with Supplier (Vendor) to ensure that there have been no changes in pricing. However, in the past 10 years, our contract with the supplier is set at the time of contract (Coop) and only price changes are made annually, at the beginning of the year, if and only if, contract stipulates approval to do so. As for supporting detail for reporting quarterly sales to Sourcewell, our accounting system is set to provide reporting first by customer (Sourcewell) and then by class (customers purchasing via Sourcewell Coop) This report can be set for monthly, quarterly or annual reporting. This report can be provided to Sourcewell when quarterly administrative fee is paid to Sourcewell. Furthermore, Possible Missions accounting department can provide sufficient information for quarterly reports of sales. Our sales are reconciled in our accounting system by each entity (class). We work with our supplier to confirm all sales by requesting weekly reports and compare for accuracy. Any found discrepancies, our team disputes with supplier and any errors are corrected and credited.
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.	If awarded the contract, we would use our current form of tracking via our Online Accounting System (QuickBooks). Our process is: invoices are mapped through our interface team (Truecommerce). Our supplier(s) transmit the invoice to Truecommerce. Truecommerce has 2 steps to complete once they receive the invoice. First, the invoice is mapped to send to the customers platform. (Jaggaer, GHX, COUPA etc.) Second, the invoice is imported into our accounting system (QuickBooks). The invoice is then mapped by class into our QuickBooks. For tracking and reporting the sales for each customer, we create individuals reports BY CLASS to determine sales for each contract. An example of a Sourcewell (SW) Customer would be classed: SW-University of Maryland or SW-Baylor College of Medicine, etc. The customized report would be coded to catch all Sourcewell (SW) customer.
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.)	Possible Missions is proposing a 1% administrative fee for all products offered at 6% and greater off list price.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A complete list of categories is provided in a document under the pricing documents portion of the RFP - Categories List
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	A complete list of categories is provided in a document under the pricing portion of the RFP - Categories List. Once contract is awarded a full subcategory list will be provided.

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

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

Line Item	Category or Type	Offered *	Comments
73	Equipment, instruments, supplies, products, accessories, specimens, curriculum, and kits.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Possible Missions is proposing Equipment, instruments, supplies, products, accessories, specimens, curriculum and kits.
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	We would work with our supplier, Fisher, to provide training onsite for equipment, new products available and eLearning capabilities.
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	We would partner with Fisher who has an entire team that specializes in lab planning & design and assembly once lab furniture and equipment is delivered to the lab. We tap into these services for any customers that are in need of this service.
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	Our team coordinates with the Fisher team for technical support and related services. Our team works directly with the Fisher Reps as well as setting up customized solutions for individual customers.

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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 RFP Pricing 2023 - By Category.zip - Tuesday February 07, 2023 10:28:23
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Friday February 03, 2023 13:21:31
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Monday February 06, 2023 11:14:39
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE\_MBE\_SBE or Related Certificates.zip - Tuesday February 07, 2023 10:39:22
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday February 06, 2023 12:33:44
- [Upload Additional Document](#) - Additional Documents.zip - Tuesday February 07, 2023 10:47:55

## 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. - Paula Mendoza, CEO, Possible Missions Inc

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

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