



Solicitation Number: RFP #020723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Eppendorf North America, Inc.**, 175 Freshwater Blvd., Enfield, CT 06082 (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 4, 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 shipped Equipment, Products, and Services provided to Participating Entities. Shipping costs, installation/training fees, application support, service and spare parts for service shall not be included in rebate calculations. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
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
- \$1,000,000 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:
\$5,000,000

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.

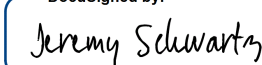
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


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.

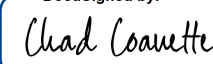
Sourcewell

Eppendorf North America, Inc.

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 6/20/2023 | 2:29 PM CDT

DocuSigned by:

 By: 5B698E2A6261457...
 Anthony Congdon
 Title: Senior Financial Analyst
 Date: 6/20/2023 | 3:02 PM EDT

Approved:

DocuSigned by:

 By: 48BAF71B0894454...
 Chad Coquette
 Title: Executive Director/CEO
 Date: 6/20/2023 | 3:38 PM CDT

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

Vendor Details

Company Name: Eppendorf North America
Address: 175 Freshwater Blvd
Enfield, CT 06082
Contact: Sarah Paxton
Email: paxton.s@eppendorf.com
Phone: 800-645-3050
Fax: 516-334-7506
HST#:

Submission Details

Created On: Thursday January 12, 2023 15:00:56
Submitted On: Tuesday February 07, 2023 12:13:54
Submitted By: Sarah Paxton
Email: paxton.s@eppendorf.com
Transaction #: b04b0db4-4ec6-4838-b475-09d7403ceaa3
Submitter's IP Address: 76.85.97.56

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Eppendorf North America, Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Eppendorf
4	Provide your CAGE code or Unique Entity Identifier (SAM):	13487
5	Proposer Physical Address:	175 Freshwater Blvd. Enfield, CT 06082
6	Proposer website address (or addresses):	https://www.eppendorf.com/US-en/
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):	Anthony Congdon Senior Financial Analyst congdon.a@eppendorf.com (860) 265-7241
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sarah Paxton Director, eBusiness paxton.s@eppendorf.com (972) 880-9861
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	n/a

Table 2: Company Information and Financial Strength

Line 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.	Eppendorf is a leading life science equipment, instrument and consumables manufacturing company. It was founded by two scientists in 1945 in Hamburg, Germany, and remains 100% privately owned by the founders' families. Our products are used in all types of life science research and testing settings – from basic laboratory applications to highly specialized cell and molecular biology applications. Since its inception, Eppendorf has focused on producing high quality products that seek to solve problems in a holistic way. Eppendorf innovations, including the adjustable volume pipette, microtube and gradient PCR technology, have become ubiquitous in scientific labs worldwide. We are the expert partner in life science laboratories, offering only the highest quality products and services.
11	What are your company's expectations in the event of an award?	Eppendorf was awarded Sourcewell contract 042419-EPP in 2019. A new award would allow for growth without the delay of building the basic framework of support, as that is already in place. Our sales and service teams have a solid level of familiarity and comfort with Sourcewell, we've fully integrated with the BuySourcewell site as well as CANOE, and have truly just begun to see a payoff. We expect to continue to grow and expand our business with Sourcewell in the years to come.
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.	During fiscal year 2021, the globally positioned Eppendorf Group saw its consolidated revenue climb to €1.1 billion (prior year: €967.2 million), amounting to an increase of 13.8% (prior year: 20.3%). Operating profit also rose significantly in 2021, reaching €272 million (prior year: €217.7 million) with an EBIT margin of 24.7% (prior year: 22.5%). Please reference the attached 2021 Annual Report.
13	What is your US market share for the solutions that you are proposing?	Varies by product category, but for many of our flagship products we are considered market leaders in the United States.
14	What is your Canadian market share for the solutions that you are proposing?	Varies by product category, but for many of our flagship products we are considered market leaders in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
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?	Eppendorf is a manufacturer, and our products sold both direct and via distribution. This proposal, however, is for direct purchases through Eppendorf only. Eppendorf has over 100 full time field based sales generalists and specialists covering the entire United States, Puerto Rico and Canada. Our sales team members receive extensive product and application training throughout the year. They work closely with researchers to identify the correct product, provide samples or demonstrations, if required, assist with pricing, training and more. Additionally, Eppendorf employs its own field service team, with more than 50 headcount located across the United States and Canada.
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.	ISO 13485:2016 - Design and development, production, distribution, sales and service of products for clinics and clinical diagnostics. ISO 9001:2015 - Design, production, distribution, sales and service of products for molecular biology, clinical diagnostics, biotechnology and industry. ISO 17025:2018 - Calibrations for chemical and medical quantities, chemical analysis, reference materials, volume of liquids. ISO 14001:2015 - Development and sales of products for molecular biology, clinical diagnostics, biotechnology and industry. Ecovadis - Bronze Certification for Sustainability of Company ACT - Sustainability Label for Select Products
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

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	Select Science Best Customer Service Award 2018 Life Science Industry Awards Most Responsive Customer Service 2018 Select Science General Lab Product of The Year 2020 Wiley Analytical Science Award 2020 North Central News Best Place to Work 2022 Multiple Product Design Awards from Red Dot, Select Science, Gold Pin and More.
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 5%
21	What percentage of your sales are to the education sector in the past three years	Approximately 20%
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?	State contracts or cooperative agreements currently in place in California, Massachusetts, Maine, Vermont, Connecticut, New Hampshire, Rhode Island, Ohio and Virginia. Revenue is not disclosed for our agreements.
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?	No GSA or SOSA currently held.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
University of Minnesota	Alicia Thiesen	612-624-3426
University of Washington	Kassy Ellefson	206-543-5827
University of Tennessee	Brad New	865-974-3108

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 *
Not Disclosed	Government	Maryland - MD	Laboratory Consumables and Equipment	Varies	\$4M+
Not Disclosed	Education	Wisconsin - WI	Laboratory Consumables and Equipment	Varies	\$3M+
Not Disclosed	Education	Illinois - IL	Laboratory Consumables and Equipment	Varies	\$2.5M+
Not Disclosed	Education	Missouri - MO	Laboratory Consumables and Equipment	Varies	\$2M+
Not Disclosed	Education	California - CA	Laboratory Consumables and Equipment	Varies	\$2M+

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.	Eppendorf employs over 100 full time sales generalists and sales specialists plus additional application specialists and sales managers who are all field based across the US and Canada. Our sales teams are highly trained on products, applications and industry trends throughout the year to ensure our status as an expert partner. Sales staff is the primary source for product information, demonstrations, pricing, workflow and application discussions. Customers can easily locate all the generalists and specialists who serve their location at any time by utilizing the convenient zip code search function on the Eppendorf website. https://online-shop.eppendorf.us/US-en/hawk/salesrep?zip=01702	*
27	Dealer network or other distribution methods.	Eppendorf will not utilize dealers to support an award by Sourcewell.	*
28	Service force.	Eppendorf employs it's own field service team, with more than 50 full time field based service engineers, calibration technicians, and service managers located across the United States and Canada. Additionally, Eppendorf has multiple fully staffed service depot locations for in house service, as well as an applications lab and technical support representatives to ensure Eppendorf customers have the exact support needed. Service staff offers technical troubleshooting, preventative maintenance, calibration, warranty and on demand service. Our teams follow an ISO process with ISO certified tools.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Eppendorf will not utilize dealer to support an award by Sourcewell. There are several options available for processing of orders, but all (except BuySourcewell) require the customer to first notify Eppendorf in writing of their intent to utilize the contract. Once notification is received, we will ensure the discounted pricing is available to the customer via all order methods, both through modern eCommerce channels and traditional channels like phone and email. eCommerce: Customer can use a PO or credit card to check out on eshop.eppendorfna.com . We can also provide a punchout or hosted catalog with contract pricing on the customer's ERP system. Additionally, Eppendorf will maintain our BuySourcewell catalog. As mentioned above, no advance notice of intent to purchase off the contract is required when customer orders via BuySourcewell. Traditional: Orders can be processed over the phone by calling 1-800-645-3050. Orders may also be emailed to orderentry@eppendorf.com .	*
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.	Eppendorf's ISO 9001 certified, award winning US based customer service team is available from 8am to 6pm EST M-F via phone (1-800-645-3050) or email (custserv@eppendorf.com). In addition to standard customer service functions, such as product availability, order entry, shipment tracking and general information, we have product and technical specialists on staff to assist with troubleshooting, applications and service dispatch..Phone calls are typically answered immediately. Should lines be busy, customer has the option remain on hold or leave a message and request a return call. Emails and messages are typically returned within 24 hours. Also available via customer service is our Applications Hotline, manned by scientists working in our own in-house fully functional life science laboratory. They are on call and email-accessible to help troubleshoot applications or answer any technical questions. Warranty and service requests can be initiated with customer service. After customer details the issues, follows any troubleshooting process outlined, and provides serial number information, a service ticket is generated. The local service engineer will contact the customer directly to schedule service. In addition to customer service, customers can visit the Eppendorf website to access many helpful features, including current stock levels, order placement, tracking information, and more.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Eppendorf is fully supportive of working with any Sourcewell participating entity in the United States. We are already connected to the BuySourcewell marketplace, with the goal of making our products and services readily available to all members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Eppendorf is fully supportive of working with any Sourcewell participating entity in Canada. We are already aligned with CANOE to expand our Sourcewell reach in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All geographic areas of the US and Canada will be fully supported by Eppendorf sales, service and customer support staff.	*
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?	No sectors shall be expressly excluded from service, however there are some direct contracts in place with Sourcewell members. In these situations, the customer would need to select which contract they will utilize.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No special requirements or restrictions will be applied to Hawaii, Alaska or other US Territories.	*

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.	Eppendorf has extensive experience with rolling out complex and multi-site agreements, including a previous Sourcewell award. Much of the key pieces are already in place, we just need to do a refresh. Our plans for a new award are as follows: Social media campaign to market the award on LinkedIn, Twitter, etc. Content block in monthly customer email. Update of Sourcewell landing page and feature banner on the Eppendorf website. Notification to all entities who purchased from previous contract to let them know about new award and ensure a seamless transition. Full scale sales and service training to detail the agreement, benefits, terms and requirements. Update of sales "launch kit" (flyers, promotion templates, discount overviews) to reflect new contract. Enhanced training for capital equipment reps and government specialists. Regular reporting and on-going training for the life of the contract.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Technology and social media are key elements in Eppendorf's marketing strategy. We have full time marketing employee's that are entirely focused on digital marketing and uniformity of messaging across all of our channels. Eppendorf utilizes a variety of technology and digital advertising methods. Email campaigns are monitored for open and click through rates. Promotional offers are tracked for effectiveness. We monitor website traffic and search engine metrics to determine which products and features are popular and tailor marketing campaigns and future investments accordingly. Additionally, the Sourcewell contract manager is responsible for eCommerce efforts in North America, and will ensure the contract is fully incorporated in our digital strategy.
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?	Eppendorf hopes to continue our strong, mutual partnership with Sourcewell. We will continue to own the process to promote the contract and grow participation, but have found regular touchpoints with Sourcewell staff to be a key element to creating success. We hope to maintain monthly meetings to review our pipeline, ask questions and discuss roadblocks. We would like to expand our attendance at events like Sourcewell University and H2O and have Sourcewell present to our teams in training webinars.
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.	Eppendorf believes eProcurement is an important element to contract success. We demonstrated this by being among the first to integrate with BuySourcewell. Our team is experienced with all major platforms, as well as many smaller and scientific or government focused platforms. We are a preferred supplier on several platforms, including Jaggaer, Ariba and Coupa. We offer fast, simple integration for both hosted and punchout catalogs, and support electronic PO's and invoices. Contract discounts would be linked to the eCatalog to make pricing readily available, and customized landing pages advertising the contract status would be created.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	General operational training is available for most products via the sales representatives, upon request at no charge. Some of the more complex products, including automation, bioprocess and microinjection, require detailed, structured training and/or application support, which is provided at an additional charge. Training charges vary based on product and customer requirements, and are quoted in advance of order placement.
41	Describe any technological advances that your proposed products or services offer.	Eppendorf products feature numerous technological advances that ensure high quality, reliable and repeatable results. For example, our plastic consumables are manufactured without the use of additives such as release agents and biocides, which can leach into samples and influence assay results. Additionally, Eppendorf's PhysioCare concept guides our approach to ergonomics in product development. We seek to address the lab workflow in a holistic manner, by focusing on creating ergonomically sophisticated products for the benefit of the users. For example, light weight pipettors with low operating forces for tip attachment, pipetting and tip ejection, as well as noise reducing technology on freezers and centrifuges.

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.	At Eppendorf, understanding and applying sustainability practices is an integral part of our premium claim. Many of our products offer sustainable benefits, such as our new BioBased tubes - the first of their kind - manufactured from 90% bioplastic. However, it's worth noting that our commitment to sustainability extends beyond our products to our company operations. We signed the UN Global compact in 2022, are Ecovadis Bronze rated and are on committed to become carbon neutral by 2028. Our annual sustainability report provides detailed information on our plans and progress.	*
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.	<p>Most Eppendorf devices confirm to the latest regulatory standards, including REACH and RoHS. Several items are ACT labeled or Energy Star rated for sustainability. Eppendorf is also Ecovadis Bronze.</p> <p>Eppendorf approaches sustainability in a holistic manner, focusing on design, manufacture, packaging, transport, use and end of life. We offer a break down by product, but will feature the Ultra Low Freezers as an example for the purposes of this bid:</p> <p>Research and Development:</p> <ul style="list-style-type: none"> Supply by 100% renewable energy Focus on electronic documentation R&D and production moved into new facilities with state-of-the-art insulation, saving heating energy and power ENERGY STAR® partner ACT/My Green Lab partner Continuous improvement of ergonomic design of freezer door handle <p>Production:</p> <ul style="list-style-type: none"> Assembly of ULT freezers and stainless steel freezer racks by 100% renewable energy Green cooling liquids since 2008 with extremely low global warming potential Green insulation foam production Production moved into new facilities with state-of-the-art insulation, saving heating energy and power Heat output during final individual unit testing discharges into the building heating system Plastic and cardboard compactors introduced in concert waste rebate system in place Compliance with local requirements for waste management (collection of electronic waste like circuit boards, recycling via authorized recycling organizations) and internal guidelines <p>Logistics:</p> <ul style="list-style-type: none"> Shipment by cargo ship to reduce CO2 footprint Local warehouses to reduce drop-shipments Packaging parts have increasing share of recycled origin Packaging is 100% recyclable Packaging pallet has integrated ramp for ergonomic removal of freezer from pallet <p>Usage:</p> <ul style="list-style-type: none"> Reduced energy consumption combined with efficient cooling systems Water-cooling as option for re-usage of energy Efficient insulation to reduce energy consumption Insulated inner doors with sealing to keep warm air out of the freezer Increasing number of freezers has a special design for noise reduction for convenient working conditions near the instrument Longevity for many years of usage before disposal <p>Disposal:</p> <ul style="list-style-type: none"> Instructions for disassembling recommend the process of correct disposal High recycling quote for most of the parts within the ULT Green cooling liquids are easy to dispose 	*
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.	Eppendorf is not classified as MWBE or SBE.	*
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?	Eppendorf is one of the most recognized brands of laboratory equipment, and researchers overwhelmingly identify Eppendorf products as High Quality and Reliable. By retaining Eppendorf as a contract supplier, Sourcewell will ensure it's members have access to discounts on all Eppendorf products. Members can also take advantage of Equipment Trade-Ins and New Lab Start Up programs. Our user friendly website is filled with features that provide value and simplify the ordering process. A dedicated Sourcewell contract support team would focus on a seamless launch by educating sales and service personnel, creating promotional material and growing eProcurement implementations. Throughout the life of the contract, the team will remain the primary contact for Sourcewell, and will work closely with you to be your expert partner in the lab equipment market.	*

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?	All standard Eppendorf products are covered by a Warranty, inclusive of parts and labor. The length of coverage varies by product category, but is clearly outlined in the product information found on the Eppendorf website and in product brochures. See here: https://www.eppendorf.com/US-en/service-support/product-warranty/#accordion-c55045-3 Eppendorf does occasionally make DEMO or REFURBISHED products available for sale. These items are clearly noted as such, and may have no warranty or less warranty coverage than the first quality, standard version of the same product.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty coverage commences on the date of shipment. The Warranty runs only to the original buyer of the equipment and only if product is used for it's intended purpose under normal operating conditions. Warranty coverage applies to defects in material or workmanship during the limited warranty period, as determined by an inspection from Eppendorf service personnel. Defective parts will be repaired or replaced at the seller's option. Such repair or replacement shall not extend the original warranty coverage period.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Should the product be field serviceable, warranty service is inclusive of time and travel. Should the item require in-house service, return shipping to the customer shall be included.
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?	No. Eppendorf employs it's own full time service engineers. If a product is field serviceable, an engineer will be scheduled and dispatched appropriately, regardless of customer's location.
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?	Eppendorf is submitting this bid direct, an is the manufacturer of the items offered. Our service engineers only offer warranty service on Eppendorf products.
51	What are your proposed exchange and return programs and policies?	We offer a year-round trade in program on pipettors and dispensers that will be available to all Sourcewell members. Any brand of pipettor or dispenser may be returned for a deep discount on a new Eppendorf pipettor or dispenser. Additionally, we offer limited time trade in promotions on other product categories during the year. Each offer may have it's own unique terms and conditions, which will be clearly outlined. Offers may be communicated via local sales reps, email blasts, web promotional pages or other methods.
52	Describe any service contract options for the items included in your proposal.	Our service group offers both on-demand service as well as a variety of preventative maintenance plans for all products. The options vary by product category. Please reference the enclosed example Service Plan menu.

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	Eppendorf adheres to a number of process standards, including ISO, to ensure that our performance as a supplier is part of the high quality experience our customers have come to expect. We continuously monitor both the performance of our products and our performance as a supplier. We accomplish this through following our own internal metrics as well as by proactively requesting formal feedback via the Qualtrics survey module. We would be happy to discuss or review our performance as a supplier to Sourcewell and it's members at any time during the course of the agreement. All ISO certificates can be found here: https://www.eppendorf.com/US-en/service-support/quality-regulatory-affairs/certificates/quality-management-iso/
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	As referenced above, Eppendorf adheres to a number of process standards, including ISO, to ensure that our performance as a supplier is part of the high quality experience our customers have come to expect. We continuously monitor both the performance of our products and our performance as a supplier. We accomplish this through following our own internal metrics as well as by proactively requesting formal feedback via the Qualtrics survey module. We would be happy to discuss or review our performance as a supplier to Sourcewell and it's members at any time during the course of the agreement.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Orders can be placed using a credit card or purchase order (after establishment of a credit line). Some purchases may require down payments. Invoices are sent to billing addresses on file and are due 30 days from invoice date. Invoice payment can be made via check, ACH or credit card.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options may be available for capital equipment purchases.
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.	Eppendorf terms and conditions will apply for all orders.
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?	Eppendorf accepts P-Cards for procurement and payment. There is no additional cost for this option.

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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Discounts offered are "list-less." Discounts are offered at the product category level, and any new products launched during the course of the contract would immediately be offered at the discounted rate for other products in the same category. Eppendorf list prices are typically adjusted once per year, in January. Eppendorf will provide 30 days notice of new list prices to Sourcwell. Please reference included Eppendorf Discount Offer and Eppendorf Price Book for overview of discounts and line item detail information.
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.	Discounts vary by product category, but will range from 3% to 25% off list price.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Eppendorf offers a New Lab Start Up program to researchers at Sourcwell Member institutions that would provide a 10% credit on total spend of eligible Eppendorf brand products (minimum spend is \$17,500). Credit to be applied to future order on Eppendorf's website. Customized quantity or volume discounts are also available. Customer should inquire with their local sales representative.
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.	Items not covered by the product category discounts shall be priced via quote, upon request. Sourcwell contract manager can facilitate quote process if needed.
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.	Some products require installation and training. These services are provided by Eppendorf staff at an additional charge to the Sourcwell member. When applicable, these charges will be detailed in advance of shipment.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and associated carrier charges are not included in the listed pricing. Shipment of product will be by Eppendorf's preferred carrier with charges being calculated at the time of shipment unless Sourcwell member provides it's own preferred carrier and shipment method, including account number with such carrier for direct billing to buyer.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Canada, Puerto Rico, Alaska and Hawaii are handled in the same manner as other shipments, via Eppendorf's preferred carrier, with rates calculated at the time of shipment, unless Sourcwell member provides it's own preferred carrier account number for direct billing.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Eppendorf has just opened a new, state of the art warehouse in Enfield, CT. A second warehouse is located in Fresno, CA. Eppendorf utilizes predictive forecasting and KANBAN inventory process to maintain a high fill rate on over 19,000 items.

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.	Eppendorf offers a comprehensive and competitive discount and service package for Sourcwell membership. Our experience with Sourcwell and our alignment with their initiatives (such as BuySourcwell and CANOE) demonstrates our commitment the success of our partnership now and into the future.

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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	The Sourcwell contract will be managed by the eBusiness group, with the primary contract manager being Sarah Paxton. This group has extensive contract administration experience, including management of our previous Sourcwell contract. Once a Sourcwell member opts in to Eppendorf's contract, discounts will be hard coded to their Eppendorf account and all future orders will be processed at contract discounts. On a quarterly basis, our contract analyst will review purchases to ensure pricing accuracy. If any purchases are found to have been priced incorrectly, credits will be proactively requested to bring prices into compliance. Administration fees will be calculated, paid, and a detailed report will be provided to Sourcwell outlining all eligible purchases during the reporting period. Contract manager is available to review reports in detail if required.
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.	Our contract management team will track several metrics, including: Number of Sourcwell Members Opted In Spend Per Customer Growth vs Prior Year (Both of Entire Contract and Per Customer) Customer Survey Results (via Qualtrics)
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Eppendorf offers a 1.5% administrative fee to Sourcwell on shipped products to Sourcwell Member institutions. Shipping costs, installation/training fees, application support, service and spare parts for service shall not be included in rebate calculations.

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.	We are most widely known for our flagship products – pipettes, pipette tips, centrifuges and centrifuge tubes – but offer a comprehensive line of high quality and innovative equipment, instruments and consumables, including automated liquid handling devices, thermal cyclers, cell manipulation systems and microcapillaries, ultra-low temperature freezers, incubated shakers, CO2 incubators, high-speed and ultracentrifuges, bioreactors, fermenters, microplates, laboratory monitoring systems and more. Eppendorf products are widely used in research laboratories of all types. *
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Laboratory equipment Laboratory consumables Liquid handling instruments and consumables Cold storage Cell and bacterial growth Laboratory monitoring devices Lab equipment validation/calibration *

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	
74	Technology, hardware, and software designed for the delivery of services described in Line Item 73 above for both onsite and eLearning.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Lab planning, design, assembly, and efficiency evaluation services of Line Items 73 and 74 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Training, consultation, technical support, and services related to the offering of the solutions in Line Items 73 and 74 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank(s) and that the documents can be opened and viewed by Sourcewell.

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

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

- [Pricing](#) - Eppendorf Discount Outline.pdf - Tuesday February 07, 2023 11:05:15
- [Financial Strength and Stability](#) - Eppendorf 2021 Annual Report.pdf - Tuesday February 07, 2023 11:05:44
- [Marketing Plan/Samples](#) - Sourcewell Marketing Outline.pdf - Tuesday February 07, 2023 11:06:10
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Eppendorf_Limited_Product_Warranty_Centrifuge_5425.PDF - Tuesday February 07, 2023 11:16:09
- [Standard Transaction Document Samples](#) - Eppendorf Terms and Conditions.pdf - Tuesday February 07, 2023 11:07:51
- [Upload Additional Document](#) - Eppendorf Additional Docs.zip - Tuesday February 07, 2023 11:17:49

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. - Anthony Congdon, Senior Financial Analyst, Eppendorf North America, 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
Addendum_4_Lab_and_Science_Equipment_RFP_020723 Tue January 24 2023 03:21 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Lab_and_Science_Equipment_RFP_020723 Thu January 19 2023 11:16 AM	<input checked="" type="checkbox"/>	2
Addendum_2_Lab_and_Science_Equipment_RFP_020723 Tue January 10 2023 03:42 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Lab_and_Science_Equipment_RFP_020723 Wed January 4 2023 12:25 PM	<input checked="" type="checkbox"/>	2