

**Solicitation Number: RFP #040121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Palmer Hamilton LLC, 143 S. Jackson Street, Elkhorn, WI 53121 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 STEM Curriculum Solutions and Equipment with Related Accessories, Supplies, and Services from which Vendor was awarded a contract.

Vendor 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 June 1, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

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

B. BUSINESS REVIEWS. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

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

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

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 this Agreement 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. 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. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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.* Vendor 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-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

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

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

Failure of Vendor 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, Vendor 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 Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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. Vendor 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 Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

22. CANCELLATION

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

Sourcewell

Palmer Hamilton LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/25/2021 | 8:57 PM CDT

DocuSigned by:
John Gardner
By: 9732FD9C8E04468...
John Gardner
Title: President & CEO
Date: 5/26/2021 | 2:55 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 5/26/2021 | 7:50 PM CDT

RFP 040121 - STEM Curriculum Solutions and Equipment with Related Accessories, Supplies, and Services

Vendor Details

Company Name: Palmer Hamilton LLC
Address: 143 South Jackson St
Elkhorn, WI 53121
Contact: Michelle Mays
Email: mmays@palmerhamilton.com
Phone: 800-788-1028 212
Fax: 262-723-5180
HST#: 20-1201862

Submission Details

Created On: Friday March 26, 2021 14:37:06
Submitted On: Wednesday March 31, 2021 13:17:16
Submitted By: Michelle Mays
Email: mmays@palmerhamilton.com
Transaction #: 9425f55c-6cbd-437b-a568-c7cf8bcbc570
Submitter's IP Address: 24.183.45.212

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Palmer Hamilton, LLC
2	Proposer Address:	143 S. Jackson Street Elkhorn, WI 53121
3	Proposer website address:	www.palmerhamilton.com https://palmerhamilton.com/spaces/phablab_makerspace/ www.phab-lab.com www.inventorcloud.org
4	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):	John Gardner, President & CEO 143 S. Jackson St. Elkhorn, WI 53121 Email: jgardner@palmerhamilton.com Phone: 800-788-1028, ext. 286
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michelle Mays, Contracts & Transactional Accounts Administrator 143 S. Jackson St. Elkhorn, WI 53121 Email: mmays@palmerhamilton.com Phone: 800-788-1028, ext. 212
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ty Maras, Managing Director, PHabLAB Division/ Palmer Hamilton Director of National Sales 143 S. Jackson St. Elkhorn, WI 53121 Email: tmaras@palmerhamilton.com Phone: 800-788-1028, ext. 256 Greg Herker, Director – Business Development, PHabLAB Division, Palmer Hamilton, LLC 143 S. Jackson St. Elkhorn, WI 53121 Email: gherker@palmerhamilton.com Phone: 800-788-1028, ext. 324

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	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.	BRIEF HISTORY: Palmer Hamilton, located in Elkhorn, Wisconsin, is a leading manufacturer in providing flexible furniture for flexible spaces, and for designing sustainable turn-key dining and seating solutions that enhance the gathering experience. Founded on innovation, quality and customer service, Palmer Hamilton offers a variety of choices for gathering, dining and seating needs, and deliver high quality, durable products that are safe and easy to use. In 2018, responding to the high demand for STEM professionals and a skilled workforce, Palmer Hamilton created a fab lab program for use in K-12 and higher education institutions to help educators and students implement a successful fab lab. Palmer Hamilton gathered a team of the nation's foremost fab lab

experts/educators to help create the first and most complete fab lab package. We offer fab lab turn-key solutions including design, furniture, graphics, equipment, professional development, curriculum, and support. This package helps K-12 schools and community colleges engage every student with an ongoing sustainable lab in months, as opposed to years.

OUR MISSION, CORE VALUES, & BUSINESS PHILOSOPHY:

Palmer Hamilton will remain the industry leader in creating innovative products engineered to exceed our customers' expectations in materials, workmanship and design. Palmer Hamilton is committed to both providing an effortless purchasing experience and creating lasting relationships with our customers. We encourage our employees to reach their optimum potential and work as a team, ensuring consistent excellence in service and customer satisfaction. We demonstrate our commitment to the environment through GREENGUARD certified products and continued research into ways to protect our natural resources. We strive to bring to our customers a rapid and meaningful return on investment.

CORE VALUES:

- Customer solution driven with a CAN-DO attitude
- Dynamic innovation through quality and design
- Future focused
- Highly value integrity, associates, and partners

CORE FOCUS:

- Purpose/Cause/Passion: Design and manufacture turn-key solutions to assist students in reaching their full potential.
- Our Niche: Creating dynamic, flexible environments through manufacturing, interior design, and installation.

In 1946 the original Hamilton cafeteria table line was launched to a receptive marketplace. Schools everywhere were delighted with the quality, durability and flexibility of our tables. 73 years later, our original designs have evolved to become the most innovative and comprehensive line of cafeteria tables available. Over our long history, millions of students have dined on a Palmer Hamilton table in thousands of educational facilities across the country. In more recent years, we've expanded to serve higher education and commercial markets as well, bringing exciting products, dynamic furniture layouts and outstanding service to meet ever-changing dining, socializing and meeting needs. With more choices than any other manufacturer in the industry, Palmer Hamilton provides many options to complement any facility and décor – options resulting in unique and innovative solutions for Sourcewell Members specifically designed to last for many years to come and continue looking great.

In 2018, Palmer Hamilton identified a market need for the democratization of STEM learning across the globe. Often, schools were challenged with finding industry experts to assist in providing a turn-key solution for makerspaces. Palmer Hamilton created the PHabLAB division to address the market need by providing a turn-key solution with industry experts on staff prepared to support the end-user. Since 2018, Palmer Hamilton has installed 25 labs across the United States. Additionally, Palmer Hamilton has sold STEM equipment and services to 20+ education institutions not seeking a full turn-key solution. The equipment currently provided is what our experts believe to be the most robust equipment available to education that requires durability of use at multiple age groups with minimal barriers to entry.

Dremel Digilab is a subsidiary of Robert Bosch Tool Corporation that prides itself on quality and offers 3D printers with safety in mind. Tormach offers CNC equipment provided at the entry-desktop level up to advanced manufacturing CNC machines. Tormach is a proud sponsor of BattleBots which displays the capabilities of CNC equipment in real time prototyping and manufacturing. Palmer Hamilton provides Google Jamboard which is manufactured by BenQ and supported by Google. Full Spectrum Laser, founded in 2008, offers a wide range of laser engravers/cutters from hobbyist to professional lasers and provided Original Equipment Manufacturing to Dremel for their LC40 line.

QUALITY SERVICE:

Palmer Hamilton provides innovative design and furnishing solutions to K-12, higher education, commercial markets, libraries, fab labs and makerspaces through an expansive network of dealers and sales agents. Our dealers, sales agents and customer service representatives are ready to answer questions and meet our customers' needs. We coordinate directly with our customers, including architects and general contractors, during planning and construction phases. From the factory to the front office, each dedicated employee works hard to provide our customers with the best products and customer service.

8	What are your company's expectations in the event of an award?	<p>Palmer Hamilton has been an awarded NJPA/Sourcwell Vendor since 2009 on four different furniture-related NJPA/Sourcwell contracts: # 102908-PHL Classroom & Office Furniture; # 101012-PHL Classroom Furniture with Related Accessories, Supplies & Services; # 0317115-PHL Furniture with Related Accessories & Services; and currently # 121919-PHL Furniture Solutions with Related Accessories and Services.</p> <p>Palmer Hamilton's current and previous NJPA/Sourcwell contracts have been excellent contracts for Palmer Hamilton, providing us the opportunity to work with Sourcwell Members and provide them with innovative quality solutions to meet their specific needs - without them having to go out to bid.</p> <p>PHabLAB's line of products and services have previously been awarded on Sourcwell #121919-PHL. Since the previous award, PHabLAB has expanded the program to cover additional age groups and 21st century STEM skills. PHabLAB offers a turn-key solution for an otherwise difficult purchasing process for creating a successful makerspace for educators and students. In the event of an award, Palmer Hamilton will continue to offer the innovative quality solutions to meet Sourcwell Members' specific needs - without them having to go out to bid.</p>	*
9	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.	Palmer Hamilton continues to demonstrate strong financial practices. We are continually reinvesting in our organization for future growth and prosperity. Over the past 3 years we have invested over 2 million dollars in our STEAM/STEM initiatives as part of our PHabLAB program, which we believe will be part of the future of education. Part of this initiative was the purchase of a curriculum company in 2019 called INVENTORCLOUD in order to provide a complete turn-key solution. Since we are a private closely held company, we do not wish to have our financial information shared with the public and our competitors. We are willing to share any and all information with Sourcwell directly, but not in an open public environment. Please find a Grant Thornton Accountant Review Letter in the Supporting Documents section.	*
10	What is your US market share for the solutions that you are proposing?	Palmer Hamilton has taken the lead in providing turn-key solutions to address the overwhelming need for STEM education across the United States. PHabLAB holds 90% of the turn-key makerspace solution market in the K-12 education sector.	*
11	What is your Canadian market share for the solutions that you are proposing?	There are no Canadian PHabLABS at this time.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Palmer Hamilton has never petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B – Palmer Hamilton is a manufacturer and service provider.</p> <p>PHabLAB provides multiple services as an organization. The furniture provided in the price list is manufactured in house by Palmer Hamilton. The equipment is provided via equipment manufacturers that we have a reseller agreement established with. INVENTORCLOUD is a subsidiary of Palmer Hamilton that develops standards aligned curriculum for makerspace environments. PHabLAB is using the established dealer network we utilize in our core business of Palmer Hamilton while also adding technology dealers to leverage their expertise and relationships.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Palmer Hamilton authorized installers meet all state, local and school requirements or certifications nationally. An example of such requirements – In Ohio, it is required to have a drug free workplace program. We also have the ability to provide prevailing wages where required.</p> <p>Select authorized Palmer Hamilton installers have completed the 3M Advanced Installation Training, a three-day hands-on advanced training from 3M Graphics authorized trainers, including smooth and textured walls and floor graphics.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Palmer Hamilton has not had any suspension or disbarment instances applied in the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Product: 2-Day On-site PHabLAB Orientation - Minot State University CEU Credit</p> <ul style="list-style-type: none"> Minot State University approved PHabLAB's 2-Day Orientation Syllabus for continuing education unit for educators. The CEU is good for 1 credit hour. <p>Product: Google Jamboard</p> <ul style="list-style-type: none"> Google Jamboard is a product created by BenQ in collaboration with Google. The Jamboard has won two awards at InfoComm 2017 for Best of Show InfoComm Awards for Sound & Video Contractor and AV Technology Magazines. https://business-display.benq.com/ru-ru/findproduct/1fp/corporate/awards.html https://www.svconline.com/the-wire/phablab-selects-google-jamboard-interactive-display-for-turnkey-steam-solution Please refer to supporting documentation to review linked articles. <p>Product: AIA Learning Unit</p> <ul style="list-style-type: none"> AIA – American Institute of Architects approves Palmer Hamilton to deliver approved Learning Unit to AIA members. “Fablabs” and “Makerspaces” in Education. Educational Architects are asked frequently to specify maker spaces in new design or renovation projects for education institutions. With PHabLAB’s AIA approved Learning Unit, Architects are empowered to understand the essentials of creating a meaningful Fab Lab or Maker Space in a school. <p>Fab Labs and Makerspaces in Education Course Number - PHD031804 Provider Number - 404108412</p> <p>Product: EDmarket</p> <ul style="list-style-type: none"> EDmarket prides itself on offering the highest quality trade publications for the school market. EDmarket's award-winning publications provide all the latest trends, tips and resources. PhabLAB Leverages STEM learning during Covid 19 – from EdMarket Magazine https://essentials.edmarket.org/2020/04/leveraging-stem-and-makerspaces-during-the-covid-19-crisis/ <p>Product: PHabLAB Curriculum</p> <ul style="list-style-type: none"> INVENTORCLOUD – aligned with the following National & State Educational Standards (Common Core) (ISTE) (NGSS) (TEKS) (CPALMS) <p>Product: Dremel 3D45 - 3D Printer</p> <ul style="list-style-type: none"> UL Certified (Underwriters Laboratories) for Safety & Performance PCMAG.COM, Editor's Choice Award – 3 Years in a row All3DP best 3D printer for Education award–2019 PLTW exclusively uses Dremel 3D Printers in their engineering curriculum <p>Product: Rally Table with Attached Seating</p> <ul style="list-style-type: none"> 2018 MLA – Modern Library Awards – Honorable Mention <ul style="list-style-type: none"> The MLAs recognize elite products and services that serve the library industry. Companies provide concise write-ups of their products/services and submitted for reviews. These are sent to the LibraryWorks readership – librarians in public, academic, K-12 and special libraries – who then submitted their reviews on a 1 – 10 scoring system. Each judge has to have had experience with the product or service, and each participating company also had to provide three references of library placements to submit their forms. Scoring levels are Silver, Gold and Platinum.
17	What percentage of your sales are to the governmental sector in the past three years	PHabLAB has not sold in the governmental sector in the last three years.
18	What percentage of your sales are to the education sector in the past three years	99% of PHabLAB sales were to the education sector in the past three years.

19	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?	Annual Sales Volume	2020	2019	2018	
		Sourcewell	\$4,031,982.00	\$7,545,938.94	\$4,806,033.47	
		BuyBoard Cooperative Purchasing	\$7,795.20	\$88,510.80	\$33,540.80	
		Educational Services Commission of New Jersey	\$268,205.78	\$453,515.35	\$567,797.34	
		KCDA Purchasing Cooperative	\$338,962.81	\$407,125.21	\$452,294.00	
		Region One Educational Services Commission, TX	\$231,698.10	\$243,664.07	\$331,105.80	
		The Interlocal Purchasing System (TIPS)	\$ -	\$30,094.76	\$ -	*
		State of Alabama	\$288,670.75	\$445,295.15	\$35,351.63	
		State of Georgia	\$49,878.84	\$119,926.30	\$103,648.06	
		State of Mississippi	\$183,948.15	\$137,474.81	\$360,904.29	
		State of New York	\$726,918.56	\$1,183,260.40	\$1,108,803.24	
		State of North Carolina	\$159,075.36	\$200,757.30	\$127,804.50	
		State of Pennsylvania	\$246,159.66	\$159,867.86	\$18,012.24	
		State of South Carolina	\$53,774.37	\$57,712.71	\$ -	
		TOTAL	\$6,586,769.58	\$11,073,143.66	\$8,245,795.37	
20	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?	Palmer Hamilton does not hold any GSA contracts.				*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hilldale Public Schools, K-12 – Muskogee, OK	Deborah Tennison, Assistant Superintendent	918-683-0273 ext. 263	*
Cardinal Middle School – Middlefield, OH	Andy Cardinal, Principal	440-632-0261	*
Lakeland School, Special Education – Elkhorn, WI	Tracy L Moate, Lakeland School Administrator, Walworth County Director of Special Education	262-741-4114	*
Badger High School – Lake Geneva, WI	Russ Tronsen, Principal	262-348-1000	

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *
Sequoia Union High School District	Education	California - CA	Turn-key solution including: Consultation, Project Management, 3D Renderings, Professional Development, Technical Support	One project valued at \$237,000.	\$237,000
Lakeland School	Education	Wisconsin - WI	Turn-key solution including: Consultation, Project Management, 3D Renderings, Professional Development, Technical Support	One project valued at \$216,000.	\$216,000
Falfurrias School District	Education	Texas - TX	Turn-key solution including: Consultation, Project Management, 3D Renderings, Professional Development, Technical Support	Two projects at: \$149,000 (Elementary) & \$174,000 (Junior-High).	\$323,000
Hilldale School District	Education	Oklahoma - OK	Turn-key solution including: Consultation, Project Management, 3D Renderings, Professional Development, Technical Support	Three Projects valued at: \$106,000 (Elementary), \$148,000 (High School), and \$125,000 (Middle School).	\$379,000
North Branch Area Public Schools	Education	Minnesota - MN	Project Management, Professional Development, Equipment	One project valued at \$156,000 (PHabLAB & Advanced Manufacturing).	\$156,000

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	Palmer Hamilton has 4 Regional Sales Managers, 3 Regional Manufacturers Representatives, and 1 Regional Agent strategically positioned across the United States in various geographical territories. The 6 positions that make up the Customer Experience Team, support sales efforts along with the project management and design team.
24	Dealer network or other distribution methods.	Sales distribution consists of over 800 independent sales organizations consisting of a multitude of experienced sales people with more than 20 direct Sales Agents located in various territories.
25	Service force.	Palmer Hamilton employs 3 inside service/warranty managers along with four experienced outside crews (employees of a third party). Our dealers also perform service functions.
26	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.	Palmer Hamilton employs 6 customer support positions and two inside project managers. Each inside service individual along with outside sales and designers are required to manage all service issues using Microsoft Dynamics 365CRM system. All quotations are required to be provided within 48 hours of receiving a request. We handle all service and warranty issues directly with the end user and bring in our dealers when required. Our customer support and warranty employees are required to travel when needed. PHabLAB employs a project manager and technical support specialist to handle technical support needs.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We service all sectors of educational and public entities.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Palmer Hamilton services all of North America, Hawaii, and US Territories.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We service all sectors of educational and public entities.
30	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?	We service all sectors of educational and public entities.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions for Hawaii, Alaska or US territories outside of the additional packaging and freight charges that would apply because of the Sourcewell Member's requested delivery location.

Table 7: Marketing Plan

Line Item	Question	Response *
-----------	----------	------------

32	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.	<ul style="list-style-type: none"> · Palmer Hamilton has 4 Regional Sales Managers, 3 Regional Manufacturers Representatives, and 1 Regional Agent strategically positioned across the United States in various geographical territories. Sales distribution consists of over 800 independent sales organizations consisting of a multitude of experienced salespeople with more than 20 direct Sales Agents located in various territories. The 6 positions that make up the Customer Experience Team, support sales efforts along with the project management and design team. · Sales Presentations – to dealers and end users to discuss Sourcewell and its benefits. · Training – of Palmer Hamilton employees and our Dealer network. · Website – Sourcewell is listed in the National Contracts section of the Palmer Hamilton website with our current contract number, name, description, and additional information links to Sourcewell brochure, video and website. Contracts - Palmer Hamilton. Should we be awarded this contract, the new contract information will be listed there as well. · Email Marketing <ul style="list-style-type: none"> o An email marketing announcement to all Sourcewell members announcing the award of the new contract. o Email marketing quarterly to Sourcewell members showcasing products and turn-key services. o Palmer Hamilton Email Marketing Example pdf is included in the Marketing Plan/Samples section. · Video <ul style="list-style-type: none"> o We have the Sourcewell video and link on our website to the Sourcewell website. The Sourcewell video is on the Palmer Hamilton YouTube channel promoting Sourcewell. We would look forward to again working with National Cooperative Leasing (NCL) should Palmer Hamilton be awarded this contract. All marketing literature will be on the Palmer Hamilton website including the NCL brochure. (NCL is a Sourcewell awarded contract vendor.) The National Cooperative Leasing page with video is on our website (https://phab-lab.com/resources/financing/). The National Cooperative Leasing video is on the Palmer Hamilton YouTube channel promoting National Cooperative Leasing. Before and after videos of projects are on the Palmer Hamilton website, YouTube channel and social media. o PHabLAB has an overview video on the website. This video provides the vision of how a complete turn-key makerspace program is critical to education and why PHabLABs are revolutionizing education to support the challenges faced in today's workforce. The video is uploaded in the supporting documents folder and can be found at: https://www.phab-lab.com. · Brochures <ul style="list-style-type: none"> o We include the Sourcewell logo on print and digital brochures. We also have an individual brochure on Sourcewell co-branded with Palmer Hamilton including the current 121219-PHL contract number. Should we be awarded this contract, a similar brochure would be created referencing the new contract number. Please refer to uploaded PHabLAB Overview Brochure and the Palmer Hamilton-Sourcewell Brochure. o We would look forward to again working with National Cooperative Leasing (NCL) should Palmer Hamilton be awarded this contract. All marketing literature will be on the Palmer Hamilton website, including the NCL brochure. (NCL is a Sourcewell awarded contract vendor.) · Trade Shows – In 2021, Palmer Hamilton may consider participating in several regional and national tradeshow events in K-12 Education and Fab Lab/Makerspace markets. Some of the major K-12 Education shows may include Edspaces, SNA and ISTE (Fab Lab/Makerspaces) in which we highlight products and turn-key services along with promoting Sourcewell and National Cooperative Leasing. We will expand our participation in educational speaking events, several virtual in nature. Palmer Hamilton will generate pre-show and post-show emails to promote the booth and/or speaking events. The Sourcewell flags are displayed throughout our booth at shows and in related materials. <p>Note: All direct marketing materials promoted to Sourcewell Members will be sent to the Sourcewell Contract Administrator for approval.</p>
----	--	--

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Palmer Hamilton is on Facebook, Instagram, Twitter, YouTube and LinkedIn. We post information weekly including product information, full installation examples, design layout examples, upcoming tradeshow/events, and before and after videos of full design projects. We have a set list of hashtags we use per branding guidelines.</p> <p>On the Palmer Hamilton website, Meta Keywords, and Meta Descriptions are used for Search Engine Optimization (SEO) on every web page. Google AdWords and similar may also be activated.</p> <p>CHAT is a feature on the Palmer Hamilton website that generates leads and invites people to engage with our brand and ask questions. These contacts are then funneled to the appropriate contacts in our company for customer service and support.</p> <p>Email marketing and campaigns continue to nurture contacts in our Microsoft Dynamics database. Samples are attached in the additional documents. Microsoft Dynamics is our CRM platform to organize and manage customer development and ongoing relations.</p> <p>The Palmer Hamilton YouTube Channel is used for product videos and before and after installation videos and other news videos. All videos have a title, description and tags for search engine optimization.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role is to collaborate with us as to how we can best serve the Members and how we can promote our products and services best through Sourcewell. Sourcewell should continue their efforts to gain acceptance on state, local, regional and district contracts.</p> <p>What sets Palmer Hamilton apart is our continued incorporation of Sourcewell in every customer contact, including all sales presentations, in-house training seminars and all customer proposals. We have demonstrated significant growth in Sourcewell sales, year after year.</p> <p>We will continue to integrate the Sourcewell contract through training of our sales team, informing end users about Sourcewell, including the Sourcewell logo on all marketing literature, and displaying the Sourcewell logo at tradeshow, if in attendance.</p>	*
35	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.	Yes, PHabLAB has e-commerce options on the www.phab-lab.com website with equipment and supplies available for purchase. Government and educational customers have not directly used it.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
-----------	----------	------------

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>PHabLAB leverages Palmer Hamilton's existing network of regional and national dealers in addition to technology focused partners and direct channels for sales distribution. The turn-key offering consists of a multi-stage consultative process that provides products, services, and deliverables beginning with a Staff & School Readiness Assessment.</p> <p>Each of the elements of the program are critical to the success of the installation.</p> <ul style="list-style-type: none"> • Staff and School Readiness: PHabLAB's team of experts evaluate the school's preparedness to enter into the Program Agreement. Existing programs and equipment are examined to determine how the PHabLAB can support and amplify the current systems. • Program Agreement Phase: PHabLAB experts begin the consulting process and complete the phase by delivering the end-users a full proposal with a written report, and quoted project, ready for presentation to all key decision makers before placing the order. • Installation: Once a customer has issued a purchase order, Project Management coordinates installation of the project as specified in the proposal. • Training & Orientation: PHabLAB provides two-day onsite orientation and training for educators to implement a successful lab. <ul style="list-style-type: none"> o Initial Orientation (2 Day Training Session): List price - \$11,000 o An optional Continuing Educational Unit is offered through Minot State University at an additional cost of \$50 to provided educators with 1-CEU. • Professional Development: Professional Development as a value-added service is additionally offered by Palmer Hamilton. Upon the educators completing our training courses they will have relevant credentials and technical skills to be able to certify their students. <ul style="list-style-type: none"> o Onsite Professional Development 1 – 4 days (List prices vary dependent on number of days): \$6,000 - \$18,000 o Virtual Professional Development 1 – 4 days (List prices vary dependent on number of days): \$1,800 - \$7,200 • Curriculum: A critical component the success of the program is an annual school-wide subscription to the INVENTORCLOUD curriculum platform. The INVENTORCLOUD curriculum includes makerspace projects for grades K-12 and emphasizes 21st century skills such as the creative design process, collaboration, critical thinking, and creative problem solving. • Support & Supplies: Support alleviates the customers from coordinating numerous vendor contacts given the limited time educators possess to conduct requests for assistance. • Membership Community: PHabLABs can collaboratively engage with each other to build a community of practice and support. Refer to uploaded PHabLAB Process brochure
37	Describe any technological advances that your proposed products or services offer.	<p>The equipment selected provides built-in software and cloud-based software which allows virtually any operating system to utilize via network connection. The equipment selected for the program is Wi-Fi capable. This feature provides schools the opportunity to use fabrication technology without the added costs of dedicated computer devices.</p> <p>Additionally, the MakeCode for micro:bit is available in a sandbox environment where students can code in real-time with virtual outputs of their code. The sandbox environment allows students to test their code without a physical micro:bit. PathPilot Hub from Tormach is a virtual CNC-simulator that allows students to access the PathPilot program virtually while away from the physical equipment. This also allows students to write and test their G-Code without the need of the equipment.</p> <p>The Dremel 3D45 uses RFID technology on the filament rolls to automatically adjust the 3D printer's settings to the appropriate temperature and speeds. The automatic adjustment lowers the barriers to entry substantially by eliminating the knowledge needed to change filament settings. This feature is exclusive to Dremel Digilab products.</p> <p>Google Jamboard is a 55-inch, 4K resolution, digital whiteboard. Google Jamboard seamlessly integrates into G-Suite for Education which boasts over 100 million active users. The integration allows for technology departments to have peace of mind when adding the Jamboard to their list of technology products. During COVID-19 pandemic, PHabLAB provided guidance to educators on distance learning in makerspaces using the Jamboard to leverage the collaboration and video conferencing capabilities. See supporting documentation: Leveraging STEM & Makerspaces.</p>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Palmer Hamilton is committed to supporting initiatives which focus on sustainability, and eco-friendly practices. Examples of these initiatives are:</p> <ul style="list-style-type: none"> • Palmer Hamilton is a zero-discharge facility. No production fluids are dumped into the sanitary sewer systems or waterways. • Palmer Hamilton utilizes a powder paint system. Powder paint is considered non-hazardous and un-used overspray is reclaimed and reused. • Raw, unpainted, steel and aluminum are recycled. • Sawdust from wood processing is recycled locally, used for animal bedding. • Damaged or scrap skids are sent to a skid re-manufacturer for reuse and building of new skids. • Office paper, magazines, cardboard, packaging, printer ink cartridges, copier toners, aluminum cans, plastic containers, fluorescent lights, ballasts and other hazardous lamps are recycled. • SparkFun values minimizing environmental impact. It is essential to SparkFun's business. By recycling industrial waste, composting, donating materials to local educators and harnessing solar power, SparkFun strives to get greener every year. • PLA Filament (Plant Based) - Made from renewable resources such as corn starch or sugar cane, it's a natural polymer designed to substitute widely used petroleum-based plastics like PET (polyethene terephthalate). • BOFA HEPA filtration provided for laser engraving to extract toxic fumes for an efficiency of 99.997% for 0.3 microns. The Advanced Carbon Filter captures and removes hazardous fumes. • 3D printers have a fully enclosed build chamber and active carbon filter to protect from potentially harmful VOCs • Labs are designed to utilize standard 110-volt power which saves energy utilization
39	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>Palmer Hamilton is compliant with and/or holds the following certifications related to eco-labels, ratings, or certifications on some of or all of our products:</p> <ul style="list-style-type: none"> - GREENGUARD Gold Certification - ANSI-BIFMA M7.1 / X7.2011 Compliant - California Section 01350 Compliant as outlined by the California Department of Public Health (CDPH) - Forest Stewardship Council (FSC) certified wood use only - UL Listed Product
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Palmer Hamilton currently does not retain ownership of any WMBE or veteran owned business certifications however, Palmer Hamilton retains relationships with such entities as listed below:</p> <ul style="list-style-type: none"> • Nickerson Corporation, a Palmer Hamilton sales partner, is certified WBE company. • State of New York Document of Certification for Nickerson Corporation has been added to Additional Documents folder.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>A unique attribute to Sourcewell Members is that we provide the Members a comprehensive turn-key program that effectively integrates 21st century technology into STEM learning in an impactful way for student learners. This is accomplished not only through providing a flexible and modern learning environment along with digital fabrication tools and software, but also by incorporating the critical Professional Development to empower today's educators to effectively teach STEM in a Project Based Learning environment. This allows educators to utilize our provided projects & curriculum to integrate 21st century STEAM skills into all their academic disciplines from Art, English, History, Math, and Science in a way that focuses on the standards within the discipline and brings forth learning and interest in STEM skills at the same time. Additionally, we offer ongoing technical support to create a sustainable program within the school. Palmer Hamilton is the only Sourcewell vendor which can provide the turn-key solution for end users seeking to implement a comprehensive makerspace program.</p>

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes, Palmer Hamilton warranty does cover all our products, parts, and labor. For specifics see our uploaded warranty document. Equipment sourced from outside manufacturers are attached in supporting warranty documentation.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties do not impose usage restrictions or other limitations, as long as the product is not misused, abused or used in an unsafe manner.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, for furniture, provided the warranty is deemed to be caused by the manufacturer. Equipment warranty cases are handled by each manufacturer of the product and refer to the supporting documentation for limited warranty information.
45	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?	There are no geographic regions of the US and Canada for which we cannot provide a certified technician to perform warranty repairs. Repairs or replacements would be coordinated directly through Palmer Hamilton technical support.
46	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?	Yes, Palmer Hamilton will cover warranty service for items made by other manufacturers.
47	What are your proposed exchange and return programs and policies?	<p>If the equipment is covered under warranty terms, PHabLAB will coordinate with the manufacturer to provide a Return Merchandise Authorization (RMA) to exchange/return equipment.</p> <p>Palmer Hamilton's stated policy is that no returns are accepted on upholstered furniture or custom furniture products. In some cases, a return may be accepted if the product is in a sellable condition without damage. A 25% restocking fee will be incurred. Purchaser to pre-pay freight charges upon return. Returns must be initiated within 30 days of receipt. Contact Palmer Hamilton to receive a Return Goods Authorization (RGA) number and instructions. Credit will be issued after products are received and inspected. Product will be inspected within 5 business days upon return to Palmer Hamilton.</p>
48	Describe any service contract options for the items included in your proposal.	<p>The PHabLAB Division offers service contract options beyond the original warranty.</p> <p>The PHabLAB Service Contract is uploaded in the Additional Documents folder.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Our payment terms are net 30.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes, we do. Palmer Hamilton currently partners with National Cooperative Leasing (NCL), an awarded Sourcewell vendor in such situations under our current Sourcewell Contract #121919-PHL. This includes providing Sourcewell Members information about NCL and putting the Sourcewell Member in contact with NCL.</p> <p>We would look forward to continuing to work with National Cooperative Leasing (NCL) should Palmer Hamilton be awarded this contract. All marketing literature will be on the Palmer Hamilton website including the NCL brochure. NCL is a Sourcewell awarded contract vendor, Contract # 011620-NCL. The National Cooperative Leasing page with video is on our website (https://phab-lab.com/resources/financing/). The National Cooperative Leasing video is also on the Palmer Hamilton YouTube channel promoting National Cooperative Leasing.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Palmer Hamilton's dealer network plays an integral role in marketing our current Sourcewell contract by working closely with current and prospective Sourcewell Members, explaining the solutions the contract provides to meet their unique needs. Should Palmer Hamilton be awarded a contract from this RFP our dealers will continue to play an integral role.</p> <p>We propose to continue to use the order process we are using successfully with our current contract. Contract quotes are prepared by Palmer Hamilton for Sourcewell Members' specific projects based on the information provided by our dealers. The dealer who has the relationship with the Sourcewell Member and has "sold" the project through our contract is referenced in the body of the contract quote. The Palmer Hamilton dealer presents the contract quote to the Member and reviews it with them. Should changes be requested, Palmer Hamilton creates a revised/updated contract quote reflecting the requested changes, which the dealer then presents and reviews with the Sourcewell Member.</p> <p>Purchase orders are issued directly to Palmer Hamilton by the Sourcewell Member. This process - with the detailed contract quotes being prepared by Palmer Hamilton, and the purchase orders being issued directly to Palmer Hamilton - provides Palmer Hamilton with the detail needed to report quarterly sales to Sourcewell as described in the Contract template.</p> <p>Incoming purchase orders are first reviewed by PHabLAB project manager and then forwarded to Palmer Hamilton's contract administrator for review and coding. The incoming purchase order is coded as a Sourcewell contract purchase order and is entered into our production system accordingly. Monthly reports are generated internally of Sourcewell contract purchase orders that have been invoiced in that specific month. These reports provide the information that is needed for creating the quarterly contract sales activity report listed in the Contract template.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Palmer Hamilton does accept the P-card procurement and payment process. There is a 3% additional cost to Sourcewell Members for using this process.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	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.	We strive to provide Sourcwell Members our best possible pricing. Our pricing model is a percentage off of List prices of the price list included with our proposal, and is ceiling based, covering the entire U.S. Exceptions are Alaska, Hawaii, and U.S. Territories that have special additional freight charges. The detailed pricing data includes our list pricing as well as the Sourcwell Member discount. We offer additional discounts based on project size and location. Our pricing detail is uploaded. Please see our uploaded PHabLAB Price List, 3/2021.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount range presented in our response is 30% off of List, freight included, to the requested delivery location, tailgate delivery, and is ceiling based. We also offer additional discounts based on project size and requested delivery location.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Additional discounts are available based on the product mix, models involved, quantities, and requested delivery location involved in a project. We have provided an additional discount in over 95% of all Sourcwell Member orders on our previous Sourcwell contracts.
56	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.	Sourced Goods / Open Market items are available to Sourcwell Members. These will be identified in any contract quote prepared so that the Sourcwell Member may determine that the quoted prices for the products are fair and reasonable. We encourage Sourcwell Members to use this option as it facilitates complementary products and streamlines the procurement process. Non-Standard Options will also be listed separately on any contract quote prepared so that the Sourcwell Member may determine that the quoted price is fair and reasonable.
57	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.	Our proposed pricing includes freight to the requested delivery location, tailgate delivery, ramp included. Off-loading, inside delivery, setting-in-place and assembly are not included and can be quoted on a case-by-case basis at the request of the Sourcwell Member. Due to the wide variety, complexity and site-specific nature of our products, installation is not included and will be quoted on a per-project basis. Installation quotes reflect installation by trained and factory-authorized installers.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our proposed pricing includes freight to the requested delivery location, tailgate delivery, ramp included. Off-loading, inside delivery, setting-in-place and assembly are not included and can be quoted on a case-by-case basis at the request of the Sourcwell Member.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Due to the distance and shipping requirements for Alaska, Hawaii and outside of the United States special pricing will apply due to the increased packaging expense, freight expense, duties, etc. These charges will be calculated on a case-by-case basis based on the products involved and the Member's requested delivery location.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We understand that each Sourcwell Member's needs will vary and are proud to provide a complete solution to meet their needs. Palmer Hamilton's turn-key solutions involve project management and installation. These turn-key functions are performed by Palmer Hamilton directly. If there are unique Member requirements, our dealers and inside project managers are happy to discuss these with the Member to come up with a solution that will meet their needs.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	The discount offered to Sourcewell Members is better than what is widely available to non-member / private purchasers. In 95% of cases, the additional discounts offered to Sourcewell Members bring the pricing below other GPOs, cooperative procurement organizations or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Palmer Hamilton has a thorough self-audit process that we currently employ with our Sourcewell Contract 121919-PHL. We plan to continue to utilize this process to ensure reporting speed, accuracy and contract compliance.</p> <p>All purchase orders are first reviewed by the project manager, and then forwarded for review by our contract administrator. Each incoming purchase order is reviewed for pricing accuracy, as well as for required information needed, e.g. the Sourcewell Member's ID number, Sourcewell Contract Number, the number of the Sourcewell contract quote, and the specific "ship to" location.</p> <p>The incoming purchase orders are coded to reflect our Sourcewell contract before being entered into the production schedule. Monthly reports are generated internally of the Sourcewell contract purchase orders that have been invoiced in that specific month. The specific and detailed order information is entered into a spreadsheet. After the end of the quarter, Palmer Hamilton sends the quarterly sales report and administration fee payment to Sourcewell.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose an administration fee of 1.75% on the sales to Members for all contracted equipment, products, or services.

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

Line Item	Question	Response *
-----------	----------	------------

64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ol style="list-style-type: none"> 1. Program Agreement – Consultation services performed by industry experts covering all aspects of developing an impactful Makerspace. Deliverables include a detailed report which covers Mission & Vision, goals/desired outcomes, operational planning, academic integration, sustainability, and community engagement. In addition, a detailed space including artwork, furniture, and Makerspace equipment will be designed with 3D imagery and detailed layouts for planning purposes. Refer to uploaded Program Agreement and PHabLAB Process brochures. 2. 3D Printers – We offer the full line of Dremel 3D printing solutions from Robert Bosch Tools. These have been selected for safety & reliability. Dremel 3D printers are certified by Underwriters Laboratories UL #E469311. 3. Sparkfun – Various age-appropriate electronics kits (Elementary, Middle, High School) are offered to enable instruction of concepts in Electronics, Coding, and Robotics. 4. Laser Engraver – PHabLAB provides the full line of Full Spectrum Laser products from compact desktop lasers to professional series laser engravers. 5. Fume extractor – BOFA Filtration system to remove fumes safely from laser engraver. 6. Vinyl Cutter – 28" PrismCut Vinyl Cutter from US Cutter – Wifi enabled vinyl cutter capable of cutting a variety of materials, includes VinylMaster Cut software. 7. CNC – <ul style="list-style-type: none"> • Tormach xsTech CNC – The xsTECH Router is a desktop CNC ready to use out of the box. It's small enough to fit in a craft room or makerspace, and it's capable enough to cut all manners of plastics, woods, and even aluminum. • Tormach 24R CNC Router – This computer-controlled Router is designed to accurately cut a variety of materials, including aluminum, plastics, wood, and more. With an advanced control, rigid cast-iron bed, welded-steel stand, water-cooled chiller, integrated vacuum table, and more than a 2' x 4' work envelope, this router is the perfect choice for all your 2D and 3D cutting needs. • Tormach PCNC 440 - A benchtop mill that fits all-around capability in a small and affordable package, the PCNC 440 makes it possible for more spaces to become machine shops. 8. Basic set of hand tools and Personal Protective Equipment (PPE) to support a Makerspace. 9. Makerspace furniture is included in the documented PHabLAB price list. Makerspace furniture includes: Rally Table, Story Table, Inspiration Workbench, Discovery Table, Method Task Chair, and SES (Stem Equipment Storage) Cabinet. 10. Orientation – Minot State University (Minot, ND) approved syllabus for one Continuing Education Credit training on safety, 3D printing, laser engraving, CNC, electronics, curriculum, digital collaboration, and computer-aided design. 11. Professional Development – Additional custom professional development driven by the needs of the school. 12. INVENTORCLOUD Curriculum – Projects & lessons across various academic disciplines (Art, English, History/Social Studies, Math, Science, etc.) for grades K-12 that align with academic standards including: Common Core State Standards, Next Generation Science Standards (NGSS), International Society for Technology in Education (ISTE), Texas Essential Knowledge & Skills (TEKS), and Florida CPALMS Standards. This alignment allows school districts across the U.S. to quickly implement a Makerspace that meets mandated learning objectives in multiple academic disciplines. Refer to uploaded INVENTOR CLOUD brochure. 13. Support – Palmer Hamilton PHabLAB provides warranty service and support. We coordinate support with our manufacturing partners so that each school only contacts Palmer Hamilton for any aspect of warranty service for all pieces integrated into the PHabLAB program. Refer to uploaded PHabLAB Service Contract.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Design, Furniture & Installation for Fab Labs • Maker space turn-key design • Maker space furniture • Graphics and signage • Décor and accessories • Installation of goods and services • Professional development and continuing education • Standards aligned curriculum

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
66	Teaching resources, curriculum, kits, videos, and Do-it-Yourself (DIY) activities	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>INVENTORCLOUD is makerspace curriculum aligned with national standards and select state standards for K-12 education. The curriculum comes with teacher resources including computer-aided design tutorial videos, downloadable worksheets, subject matter content, learning outcomes, equipment lists, teacher notes & tips, and distance learning options. The teacher resources can easily be uploaded into an existing learning management system. Additionally, INVENTORCLOUD offers three NASA-inspired kits for industry-driven projects that are available at an additional cost. The three kit-based projects are focused on:</p> <ul style="list-style-type: none"> • Designing and testing a Mars rover (Gaining Traction on Mars) <ul style="list-style-type: none"> o See video titled: "Mars Rover Project" • The physics behind gliders (Let it Glide) • Solar power energy (Powered and Pumped Up) <p>Orientation training material is available for Sourcewell Members to use at their disposal following initial training. Palmer Hamilton also provides free "How-To" videos for basic 3D design and other lab related activities including training and "How-To's" on using various digital fabrication tools.</p> <p>SparkFun Kits provide students with electronics and coding curriculum based on Micro:Bit and Arduino computing devices using Block Coding and Python Coding languages. Students and educators can learn how to create circuits, solder components, monitor local weather, and build functional robots using the kits provided.</p>
67	Sight, sound, and sensory learning tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The provided equipment and components could be used to expand into sensory learning by using the tools. There is no formal or specific curriculum. SparkFun is sight and sound focused using programming and circuitry.</p>
68	MakerSpace and fabrication laboratory (Fab Lab) equipment and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>PHabLAB offers additive and subtractive manufacturing equipment common in fab labs such as 3D printers, Laser Engravers, Vinyl Cutters, and CNC equipment. Additionally, PHabLAB provides kits including electronics and programing functionality.</p> <p>For more in-depth detail, please refer to the uploaded PHabLAB price list</p>
69	Robotics, AI, and coding equipment and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Palmer Hamilton provides age-appropriate projects, kits, tools, and platforms to focus on skills in electronics, coding, and robotics. Through SparkFun, we can deliver these activities in various formats including Micro:Bit, Arduino, or Raspberry Pi, depending on which platform the school district is most comfortable in teaching. Complete classroom instructional guides are also provided for educators to begin teaching computer science on their desired platform.</p> <p>Additionally, the Make.Code for Micro:Bit is available in a sandbox environment where students can code in real-time with virtual outputs of their code. The sandbox environment allows students to test their code without a physical Micro:Bit. PathPilot Hub from Tormach is a virtual CNC-simulator that allows students to access the PathPilot program virtually while away from the physical equipment. This also allows students to write and test their G-Code without the need of the equipment.</p>

70	Design tools and educational or production-grade 3D printers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We use the Dremel line of 3D Printers and associated software. These are Desktop FDM printers that are robust and reliable for classroom settings. Dremel 3D Printers support a variety of the most common CAD software packages leveraged in education including TINKERCAD, Onshape, AutoDesk Fusion360, and Solidworks. Dremel also provides (2) 3D Slicing software packages with their printers, Dremel Desktop 3D (A downloadable slicer package), or 3DPrinterOS (A Cloud Based 3D slicer). Dremel 3D Printers have achieved the following recognition:</p> <ul style="list-style-type: none"> • UL Certified (Underwriters Laboratories) for Safety & Performance • PCmag, Editor's Choice Award – 3 Years in a row • All3DP best 3D printer for Education award–2019 <p>Full Spectrum's line of products includes RetinaEngrave software at no additional charge to the customer. RetinaEngrave is a browser-based software that operates on Google Chrome, Safari, Edge, and Firefox browsers - with or without internet connection. It includes built-in drawing and full design capabilities. The advantage is that schools do not need to purchase additional design software to create their projects.</p>
71	Virtual reality or simulation devices and applications	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>PHabLAB does not currently offer VR or Simulation devices but we do provide consultation and recommendations for VR kits designed for the education space</p>
72	Industrial and technical equipment or tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Through our line of Tormach products, we can offer a variety of CNC tools in various sizes and configurations. PHabLAB offers xsTECH desktop Router, PCNC-440, 1100M CNC, and 24R CNC Router. The equipment comes with PathPilot Control software including a Virtual Training environment. This allows students to learn on the xsTech desktop Router and move on to advanced manufacturing equipment since they leverage the same Control Software in PathPilot.</p>
73	Agricultural or plant science equipment and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>PHabLAB is onboarding the FarmBot. The FarmBot is a CNC controlled, autonomous farming tool that uses Cartesian coordinates input to produce plants and vegetables using 21st century technology. While this is not currently listed on the price list, it will be added in the near future.</p>
74	Renewable or alternative energy educational products	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>INVENTORCLOUD has curriculum and projects which cover topics such as NASA solar power, composting, and other renewable energy content.</p>
75	Technology and services related to the solutions described above, including hardware and software, training, professional development, accreditation, certification or credentialing, installation, maintenance or repair, support, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>PHabLAB offers a turn-key solution for schools by providing robust equipment designed with education in mind. The equipment, furniture, and designs are installed by a team of licensed professionals. Additionally, the program includes training and professional development, academic integration, and nationally recognized industry certifications. PHabLAB also provides technical support for equipment purchased which complements the areas not covered by the OEM warranty.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	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.	Monthly reports reflecting sales off an awarded Sourcewell contract will be reviewed and compared with the sales off of our current Sourcewell contract for the same time period the previous year. For the RFP 040121, PHabLAB expects Sourcewell sales to account for 50% of total sales. Successful performance of an awarded contract would be aligned to our historical performance of our existing 25% compounded annual growth rate on the 121919-PHL contract. Additionally, we have the ability to look at Sourcewell contract quotes, and the percentage of them that resulted in purchase orders.
77	Describe the ways in which your offering may be customized and deployed.	Customization and implementation are based on the "Program Agreement" or consultation phase of the PHabLAB program. Palmer Hamilton works directly with the school district to define their Mission, Vision, and Goals for the space. We also assist them in developing metrics to gauge success of their program. Each space is designed to achieve the goals outlined by the school, having a unique collection of equipment, furniture, and graphics curated to meet their needs. We consult with educators to recommend specific makerspace projects within the INVENTORCLOUD curriculum that meet their students' needs. PHabLAB program deployments are determined based on the requests of the school. The dedicated Project Manager works with the school to establish milestones for installation, implementation, and on-going success metrics.
78	Describe how your offerings integrate with other curricula, platforms or solutions.	Our INVENTORCLOUD curriculum for PHabLAB is aligned with national & state curriculum standards including: Common Core State Standards (CCSS), Next Generation Science Standards (NGSS), International Society for Technology in Education (ISTE), Texas Essential Knowledge and Skill (TEKS), and Florida CPALMS Standards. This alignment allows schools to quickly implement a makerspace that meets mandated learning objectives in multiple academic disciplines. The INVENTORCLOUD curriculum platform can easily assimilate into a specific Learning Management System (LMS) as worksheets, videos, and files are available for upload.
79	Identify any certification(s) or accreditation(s) that your business or the products included in your proposal have attained or received.	Palmer Hamilton is an industry partner of National Coalition of Certification Centers (NC3) and through its PHabLAB program offers educators and students the ability to earn industry driven certification in the areas of 3D printing, laser operations, and CNC. NC3 is a value-driven organization and the future model for Career and Technical Education, creating highly-skilled, job-ready professionals through a growing network of educational partners and global industry leaders. Our INVENTORCLOUD curriculum for PHabLAB is aligned with national & state curriculum standards including: Common Core State Standards (CCSS), Next Generation Science Standards (NGSS), International Society for Technology in Education (ISTE), Texas Essential Knowledge and Skill (TEKS), and Florida CPALMS Standards. Dremel ® 3D45 (3D printer) holds the UL Certification: E469311
80	Describe service and support standards for your products (i.e. replacement plans, parts, etc.).	Palmer Hamilton provides a limited 1-year warranty for equipment and the ability to extend the warranty each year beyond the first year. Manufacturer specific warranty cases are covered under the supporting documentation titled PHabLAB Equipment Limited Warranty. Technical support is provided to schools for equipment listed in the price list.
81	Describe the ways in which your products are scalable to the size of a school, educational institution, or municipality.	Consultation is unique to each Sourcewell Member's needs and goals but through standardization of equipment and software, sustainability is successful. Through professional development and academic integration, the products and services align with the standardized solutions to provide a scalable product.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. 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
RFP Table 2 Line Item 9	Demonstrate your financial strength.	Palmer Hamilton continues to demonstrate strong financial practices. We are continually reinvesting in our organization for future growth and prosperity. Over the past 3 years we have invested over 2 million dollars in our STEAM/STEM initiatives as part of our PHabLAB program, which we believe will be part of the future of education. Part of this initiative was the purchase of a curriculum company in 2019 called Inventor Cloud in order to provide a complete turn-key solution. Since we are a private closely held company, we do not wish to have our financial information shared with the public and our competitors. We are willing to share any and all information with Sourcewell directly, but not in an open public environment. Please find a Grant Thornton Accountant Review Letter regarding our financial statements uploaded in Supporting Documents.
RFP Table 11 Line Item 57	Pricing & Delivery	Our proposed pricing includes freight to the requested delivery location, tailgate delivery, ramp included. Off-loading, inside delivery, setting-in-place and assembly where required are not included and can be quoted on a case-by-case basis at the request of the Sourcewell Member. Due to the wide variety, complexity and site-specific nature of our products, installation is not included and will be quoted on a per-project basis. Installation quotes reflect installation by trained and factory-authorized installers. Due to the distance and shipping requirements for Alaska, Hawaii and outside of the United States special pricing will apply due to the increased packaging expense, freight expense, duties, etc. These charges will be calculated on a case-by-case basis based on the products involved and the Member's requested delivery location.
RFP Table 11 Line Item 58	Pricing & Delivery	Our proposed pricing includes freight to the requested delivery location, tailgate delivery, ramp included. There is no additional cost to members in the 48 contiguous states. Due to the distance and shipping requirements for Alaska, Hawaii and outside of the United States special pricing will apply due to the increased packaging expense, freight expense, duties, etc. These charges will be calculated on a case-by-case basis based on the products involved and the Member's requested delivery location.
RFP Table 11 Line Item 59	Pricing & Delivery	Due to the distance and shipping requirements for Alaska, Hawaii and outside of the United States special pricing will apply due to the increased packaging expense, freight expense, duties, etc. These charges will be calculated on a case-by-case basis based on the products involved and the Sourcewell Member's requested delivery location.

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Document](#) - Grant Thornton Accountant Review Letter - Table 2 - Line Item 9.pdf - Tuesday March 30, 2021 12:17:17
- [Marketing Document](#) - Marketing Plan-Samples.zip - Monday March 29, 2021 16:53:30
- [Warranty](#) - Warranty Information.zip - Tuesday March 30, 2021 12:18:19
- [Value Added Attributes](#) - PHabLAB Price List 3-2021 - Table 11 - Line 53.pdf - Tuesday March 30, 2021 12:18:50
- [Pricing](#) - Additional Documents.zip - Monday March 29, 2021 17:01:59
- Additional Document (optional)

Proposer's Affidavit

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:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. 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. - John Gardner, President and CEO, Palmer Hamilton, LLC

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Tue March 23 2021 04:37 PM	<input checked="" type="checkbox"/>	1
Addendum_9_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Fri March 19 2021 12:24 PM	<input checked="" type="checkbox"/>	2
Addendum_8_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Thu March 18 2021 07:55 AM	<input checked="" type="checkbox"/>	2
Addendum_7_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Tue March 16 2021 03:58 PM	<input checked="" type="checkbox"/>	1
Addendum_6_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Mon March 15 2021 10:13 AM	<input checked="" type="checkbox"/>	1
Addendum_5_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Thu March 4 2021 06:21 PM	<input checked="" type="checkbox"/>	3
Addendum_4_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Mon March 1 2021 01:27 PM	<input checked="" type="checkbox"/>	2
Addendum_3_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Fri February 26 2021 12:12 PM	<input checked="" type="checkbox"/>	1
Addendum_2_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Wed February 17 2021 07:58 AM	<input checked="" type="checkbox"/>	3
Addendum_1_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Wed February 10 2021 04:12 PM	<input checked="" type="checkbox"/>	1