

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and H2I Group Inc., 430 Industrial Blvd. NE, Minneapolis, MN 55413 (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

H2I Group Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/25/2021 | 8:50 PM CDT

DocuSigned by:
Nathan Thiesfeld
1CBF85E622E8461...
By: _____
Nathan Thiesfeld
Title: Vice President
Date: 6/4/2021 | 6:29 AM PDT

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 6/4/2021 | 9:14 AM CDT

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

Vendor Details

Company Name: H2I Group
Address: 430 Industrial Blvd NE
Minneapolis, MN 55413
Contact: Nathan Thiesfeld
Email: nthiesfeld@h2igroup.com
Phone: 612-362-2119
Fax: 866-427-5007
HST#: 843007083

Submission Details

Created On: Thursday March 25, 2021 03:04:17
Submitted On: Thursday April 01, 2021 14:47:37
Submitted By: Nathan Thiesfeld
Email: nthiesfeld@h2igroup.com
Transaction #: 9ab78e9e-1088-4e84-b4dc-9f0c474886b1
Submitter's IP Address: 63.235.132.228

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):	H2I Group, Inc
2	Proposer Address:	430 Industrial Blvd NE, Minneapolis, MN 55413
3	Proposer website address:	www.hhtechproducts.com www.h2igroup.com www.patongroup.com
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):	Nathan Thiesfeld, Vice-President 430 Industrial Blvd NE Minneapolis, MN 55413 contracts@h2igroup.com 800-795-0696
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan Thiesfeld, Vice-President STEM 430 Industrial Blvd NE, Minneapolis, MN 55413 nthiesfeld@h2igroup.com 612-362-2119 or 612-850-3104 (Cell)
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Nessa, General Manager 430 Industrial Blvd NE, Minneapolis, MN 55413 tnessa@h2igroup.com; 952-393-4756

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.	H2I Group's core values are grounded in our LEGACY: Leadership, Entrepreneurialism, Goal Driven, Accountability, Courage, and You. Nearly 100 years ago, the founding fathers of now H2I Group set forth to strengthen the cornerstone of every community through the education of children. Our founders enhanced learning environments of their customers through solutions based on passion for people and culture. H2I Group believes safe, thoughtfully designed spaces are essential to health and well-being because they foster motivation, curiosity, and play. This has been exemplified by our consistent drive to find the best products for our customers, provide thorough and continuous training, and deliver a reliable solution at an appropriate price. 72% of H2I's 2020 sales were within the educational sector and include products to many of Sourcewell's Participating Entities as a dealer for manufacturers that hold Sourcewell contracts. As H2I's largest division, The H2I Technical Education Products Division created specialized programs designed to help students prepare for today's competitive workforce. "See Supporting Document "Marketing Sourcewell Upload" under Marketing
8	What are your company's expectations in the event of an award?	Nationwide every single day children of all ages experience profound educational discoveries because of our inclusive STEAM product selection. An award by Sourcewell allows H2I to more efficiently partner with participating entities to provide more equipment, products and services to more students at lower prices and with better value, than we can provide to an individual school district or customer. H2I will take full advantage of the infrastructure and expertise created by Sourcewell to seamlessly provide the experience the participating entities expect by contracting with Sourcewell and H2I. Our goal would be to increase our sales by 20% YOY Growth. We look forward to expanding on our written proposal to discuss expectations in detail.

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>H2I's Employee Stock Ownership Plan (ESOP) creates accountability and success for each of our over 200 employee owners.</p> <p>The following summary highlights the strength and stability we offer our customers:</p> <p>Annual Revenue: 3-Year Average Annual Revenue: \$145,399,992 Expected 2021 Annual Revenue: \$188,000,000</p> <p>Bonding: A.M. Best Rating: A Single Project: \$50,000,000 Aggregate: \$150,000,000</p> <p>Line of Credit: Available: \$10,000,000 Outstanding Balance: \$0</p> <p>Our bank's letter of reference and credit, as well as our surety's letter of bonding is attached for your review. Financial statements are available upon receipt of a signed confidentiality agreement.</p> <p>See Supporting Document, "Line 9 Financial Strength and Stability Bank Credit and Bonding letter" under Financial Document</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Our US market share is approximately 30% for STEM related products and services</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>H2I Group looks forward to a time when no school curriculum need is out of reach. While we don't currently have a presence in Canada, we have expansion to that area as part of our future business plans. This could come to fruition as soon as 2024.</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>H2I Group has never petitioned for Bankruptcy.</p>	*
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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>H2I Group is best described as a distributor/dealer/reseller, AND service, support, and training provider. Please refer to the attached documentation which confirms authorization to act as a distributor/dealer/reseller both from H2I Group and our manufacturer partners. All of our employees who act as our dealer / sales network for our manufacturing partners are H2I Group employees, and we are an employee-owned company.</p> <p>See H2I letter and our manufacturer partners letters of authorization to offer their products on this contract.</p> <p>See Supporting Document, "Sourcewell Authorization for H2I Group Coverage" under Valued Added Attributes</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Compliance with local, state and federal requirements is embedded in our culture of participating with each community we work within. Among H2I Group and our owned installation companies, we hold over 300 registrations, licenses and certifications. Led by H2I Group's HR department and strengthened by operations, risk management and compliance, we have the resources and infrastructure to meet Sourcewell's expectations of your partners.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>H2I Group has not had any suspension or disbarment instances in the past ten years.</p>	*

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	H2I has received the following recognition for our outstanding products and services: <ul style="list-style-type: none"> • Star Tribune's Best & Brightest award • Porter Top Educational Dealer • Stratasys Diamond Education Dealer • Universal Laser Top Education Dealer • EDR Contractor Recognition <p>We are most proud of enabling achievements of our clients such as FIRST Robotics to COVID research, the discoveries that happen in the buildings we create, and within the brilliance of the students and faculty who learn there are plentiful. Our employees are passionate about what we do.</p>
17	What percentage of your sales are to the governmental sector in the past three years	Governmental Sector percentage of sales H2I Group 2020 18% 2019 22% 2018 16%
18	What percentage of your sales are to the education sector in the past three years	Educational Sector percentage of sales H2I Group 2020 72% 2019 71% 2018 76%
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?	H2I was recently awarded state of Minnesota contract S917(5) Shelving furnish and install and is just starting the contract period of 2021-2025. <p>H2I also appreciates our role as a dealer in several Sourcewell Contracts held by the below manufacturers that we represent:</p> <ul style="list-style-type: none"> • H2I annual sales for Porter using Sourcewell Contract 071819-PTA <ul style="list-style-type: none"> o 2020 \$36,602 o 2019 \$632,943 o 2018 \$263,715 • H2I annual sales for DeBourgh using Sourcewell Contract 01920-DBM <ul style="list-style-type: none"> o 2020 \$185,458 o 2019 \$857,026 o 2018 \$784,533 • H2I annual sales for Robbins using Sourcewell contract 060518-RBI <ul style="list-style-type: none"> o 2020 \$589,753 o 2019 \$591,300 o 2018 \$838,937 <p>H2I also participates as a dealer for Irwin seating under the Omnia contract.</p> <ul style="list-style-type: none"> • H2I annual sales for Irwin Seating using Omnia contract # R191805 <ul style="list-style-type: none"> o 2020: \$516,725 o 2019: \$635,158 o 2018: \$350,946 <p>Buyboard contract # 583-19</p> <ul style="list-style-type: none"> o 2020 - \$ 893,133 o 2019 - \$1,607,591 o 2018 - \$ 986,510
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?	N/A

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 *
Anoka-Hennepin Schools	Tom Karp	763-506-1202
Sartell Schools	Joe Prom	320-656-3721
Osseo-Maple Grove Schools	Jeff Arthurs	763-391-7197

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 *	
National Bio-Agro Defense Facility (NBAF)	Government	Colorado - CO	Equipment, Casework, fume hoods	\$1,306.00-\$1,226,000.00	9,956,804.00	*
Conejo Valley Unified School District	Education	California - CA	Equipment, Tables, Lab casework	\$12,764.00-\$1,141,207.65	\$2,254,000	*
Sartell School District	Education	Minnesota - MN	Athletic equipment, STEM solutions, Lockers, Seating	\$1,971.00-\$401,000.00	\$2,153,285.00	*
McAllen ISD	Education	Texas - TX	Tables, Stools Auditorium	\$81,801.20-\$841,622.00	\$2,057,048.00	*
Saint Cloud Schools	Education	Minnesota - MN	Athletic, Floors, Lockers, STEM, Lab	\$457,000-\$5,100.00	\$1,897,146.20	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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.	<p>The STEM Solutions Team at H2I Group is dedicated to serving the curriculum needs of K-12, public, private, charter and homeschool students nationwide. Our fully comprehensive STEM division is led by Nate Thiesfeld, a 23 year veteran employee whose passion for education, children, learning and finding affordable solutions earned him the top spot of Vice President of STEM Solutions. Nate oversees a STEM team of 35 consisting of STEM Sales Representatives, STEM Client Service Managers, STEM Project Estimators and Managers. Based in Minneapolis Minnesota our STEM team spans a deep nationwide footprint across 17 offices. This team works closely with our product manufactures to stay ahead of developments while maintaining core competency in the operation, service and installation of all products.</p> <p>Nate will be the main contact and manager of our Sourcewell partnership. He has a long standing relationship with the Sourcewell Tech Mobile team and was instrumental in partnering with Sourcewell to create the Tech Mobile Equipment lending program in the state of Minnesota.</p> <p>H2I Group currently has an ongoing partnership with Sourcewell on the following programs:</p> <ul style="list-style-type: none"> • Peet Kits • 3D Printers • CNC Plasma Cutting • CNC Router • Embroidery Machine • Laser Engraver • UV Printer • Vinyl Printer <p>Fulfillment and replenishment for these programs has led to increased business for H2I Group. The award of a Sourcewell contract would be mutually beneficial, help more students & schools while increasing sales across Sourcewell & H2I Group. https://www.sourcewell-mn.gov/services/mn-programs/education/college-career-readiness/tech-mobile-equipment</p> <p>Note: As a relationship driven salesforce, H2I Group logs every aspect of our customer relationship in our Salesforce powered CRM. We do this to ensure a rich customer experience across the sales and service teams. We have a full-time dedicated Salesforce Solutions Manager, Brenda Edwards, who brilliantly tracks and brings forward critical insights, buying patterns & trends. This work enables our STEM Solutions team to generate remain proactive in their sales cycle, saving customers time and money. Moving forward we will leverage our deep data insights into impactful PR and empowering sales communication as well as share insights back to Sourcewell for a full 360 view of our partnership.</p> <p>Due to our existing strong relationship with Sourcewell and our in-house expertise of our CRM management we anticipate a non-complicated, streamlined approach to management and communication across our Sourcewell business. Leadership at Sourcewell can rely on H2I Group to provide a strategic YOY 3 year business growth plan to be supported by quarterly reporting to include sales by region, key metrics and marketing engagement insights.</p>
24	Dealer network or other distribution methods.	<p>H2I Group is a dealer for a diverse number of manufacturers included in this contract.</p> <p>See Supporting Document, "Sourcewell Authorization for H2I Group Coverage" under Valued Added Attributes</p>

<p>25</p>	<p>Service force.</p>	<p>H2I Group is a dealer for a diverse number of manufacturers included in this contract.</p> <p>Service is truly what sets the H2I Group apart from everyone in our industry. We are not a transactional business. We are part of the total STEM community, fostering long term relationships from first purchase, to training, maintenance and growth, all the way through celebrating the wins of our school student STEM competitions.</p> <p>The H2I Group service team strives for "Success from Day One". Our systems & processes are designed to ensure a positive customer experience from initial transaction to ongoing support as needed. We do this to make sure our customer time, money and attention is focused where it needs to be – on student development. We strive to keep students learning and teachers teaching, rather than stressing out over equipment concerns. H2I Group service team is there whenever they need us – especially upfront.</p> <p>From the moment our products arrive, our team uniquely is right there to unpack, assemble, test and train to ensure our customer are comfortable, confident and knowledgeable.</p> <p>Our service solutions range in accordance to the needs of our customers.</p> <ul style="list-style-type: none"> • Phone Support – free to customers • Virtual support for screen share assistance • Remote updates of equipment and software • Onsite support and service <p>Our first priority is to keep the students and instructors engaged with equipment and curriculum that is running smoothly</p> <p>We also partner with St. Cloud State University as they have been a partner of H2I Group for the last 20 years. They can provide regional professional development and training along with dedicated summer trainings virtual, onsite and at St. Cloud State University with CEU credits and service certification.</p>																																																									
<p>26</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>H2I Group is dedicated to a friendly, professional, and proactive customer experience.</p> <p>In the event of a service request, our dedicated Customer Service team is standing by 8am to 8pm to take all calls with a live person. Messages are returned within less than 4 hours during normal business hours Monday – Friday 8am – 8pm CST.</p> <p>Sales inquiries are routed immediately to the best team member to provide them with the information they're looking for. All requests for quotes are handled within 48 hours of request to ensure thoughtful preparation and presentation.</p> <p>With robust Salesforce integration, we can document and track all customer interactions to ensure comprehensive view of their account needs. As we work to continue to improve the experience for our customers, we are building a proactive, secure e-commerce site with subscription options and easy order fulfillment of consumables.</p> <p>We have built deep, long-standing relationships with our manufacturers and work so closely with them that they are truly an extension to our core team. From coast to coast, we can rely on them to support the needs of our customers, day and night along with travel to locations when needed.</p> <p>Supplier Partners:</p> <table border="0"> <tr> <td>Beepods</td> <td>- Beekeeping STEM</td> <td></td> </tr> <tr> <td>Bofa</td> <td>- Fume Extraction Lasers</td> <td></td> </tr> <tr> <td>Dobot</td> <td>-Automation & Robotics</td> <td></td> </tr> <tr> <td>Erlab</td> <td>-Classroom Air Purification</td> <td></td> </tr> <tr> <td>Festo</td> <td>- Mechatronics/Renew</td> <td>Energy/Industrial Tech</td> </tr> <tr> <td>Equipment/Auto & Robotics</td> <td></td> <td></td> </tr> <tr> <td>Forest Scientific</td> <td>- CNC Plasma/Router</td> <td></td> </tr> <tr> <td>Formech</td> <td>-Vacuum Forming</td> <td></td> </tr> <tr> <td>Greene Manf.</td> <td>- STEM/Welding/Greenhouse</td> <td></td> </tr> <tr> <td>H2I Training, Service, & Support</td> <td></td> <td></td> </tr> <tr> <td>Hamilton</td> <td></td> <td></td> </tr> <tr> <td>Hotronix</td> <td>- T-Shirt/Hat Press</td> <td></td> </tr> <tr> <td>Interior Concepts</td> <td>-STEM Mobile Workstations</td> <td></td> </tr> <tr> <td>Purex</td> <td>- Air Purification</td> <td></td> </tr> <tr> <td>Roland</td> <td>-Graphics/Printers</td> <td></td> </tr> <tr> <td>Sheldon</td> <td>- STEM Fixtures</td> <td></td> </tr> <tr> <td>Stratasys/Makerbot</td> <td>-3D Printers</td> <td></td> </tr> <tr> <td>Universal Laser</td> <td>-Laser Engravers</td> <td></td> </tr> <tr> <td>zSpace</td> <td></td> <td>-VR & AR</td> </tr> </table>	Beepods	- Beekeeping STEM		Bofa	- Fume Extraction Lasers		Dobot	-Automation & Robotics		Erlab	-Classroom Air Purification		Festo	- Mechatronics/Renew	Energy/Industrial Tech	Equipment/Auto & Robotics			Forest Scientific	- CNC Plasma/Router		Formech	-Vacuum Forming		Greene Manf.	- STEM/Welding/Greenhouse		H2I Training, Service, & Support			Hamilton			Hotronix	- T-Shirt/Hat Press		Interior Concepts	-STEM Mobile Workstations		Purex	- Air Purification		Roland	-Graphics/Printers		Sheldon	- STEM Fixtures		Stratasys/Makerbot	-3D Printers		Universal Laser	-Laser Engravers		zSpace		-VR & AR
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27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With concise consideration H2I Group has strategically partnered with multiple suppliers to ensure cohesive coverage for STEM/STEAM Curriculum solutions and equipment.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	H2I Group looks forward to a time when no school curriculum need is out of reach. While we do not currently have a presence in Canada, we have expansion to that area as part of our future business plans. This could come to fruition as soon as 2024.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	H2I Group will not be serving Canada.	*
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?	<p>We have full authorization to cover all sectors and all US geography with the exception of the following 2 vendors.</p> <p>None of these limitations will prevent us from providing a full turn-key STEM solution to all sectors and all geographies.</p> <p>Regional Coverage by Vendor:</p> <ul style="list-style-type: none"> • Formech- Vacuum Former • Z-Space- Augmented Reality and Virtual Reality <p>See Supporting Document, "Sourcewell Authorization for H2I Group Coverage" under Valued Added Attributes</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	H2I Group does not have any unique restrictions or requirements for Hawaii, Alaska, or any U.S. territories. We are thrilled at the opportunity to expand our STEM/STEAM Solution products and services to other locations.	*

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.	<p>The H2I Group Marketing department looks forward to amplifying this Sourcewell opportunity. Our efforts will play out in dynamic harmony across in-person, virtual, traditional, and digital platforms.</p> <p>Promotion of our Sourcewell partnership will include:</p> <ul style="list-style-type: none"> • Inclusion during Nationwide Expo attendance, virtually or in-person • Endorsements & Memberships within our category • Continuous Press Releases to keep us top of mind across news & lifestyle outlets • Content Marketing – for placement in blogs, lifestyle and community publications. Example of this could include recognizing “students” of year or notable graduates on the path of success due to an education rooted in science, made possible by our partnership with Sourcewell • Integrating Sourcewell into the identity of the H2I Group sales force by fortifying their email signatures and social media bio’s with mention of our Sourcewell relationship. • Distribution of tangible marketing material for mailers & meetings • E-distribution of electronic catalogs • Respectful email communication, relevant and personalized to the customer needs • Strong presence across digital social media platforms <p>“See Supporting Document “Marketing Sourcewell Upload” under Marketing</p>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The marketing department of H2I Group Marketing embraces the awe-inspiring balance of art and data science that is modern marketing. Through the deliberate placement of visual imagery and precise word selection, backed by 360 data insights; we are confident in our ability to exceed your marketing partnership expectations. Our near-term success will be measured by sales. Our long-term success will be measured by the number of students who will successfully find a career in a STEM related field. The STEM Solutions team at H2I Group is passionate about shrinking the STEM talent gap identified in 2018 which left 2.4 million STEM jobs unfilled, according to the Smithsonian Science Education Center. It is incumbent upon us as leaders and decision makers to do what we need to do to provide our children with vocational skills required to be successful as future adults.</p> <p>Marketers are fortunate to live in a world abundant with instant story telling platforms. We will leverage these platforms to reach facility decision makers, parents, and children. From professionally focused Linked In article placement and appropriately tagged posts, to harvesting student engagement and insights from Tik Tok & Snapchat; you can be assured that stories of our Sourcewell relationship will be thoughtfully told – to the right people.</p> <p>Strategic use of customer and community data insights will open visibility to white space areas of unmet need, illuminate proactive response to recognized need, and strengthen the overarching community of STEM programs throughout the country. H2I Group Marketing department takes a four-pronged economic view into focus when strategizing our 360 marketing approach. The four economies of consideration include Financial, Maker, Experiential, and Mood, as they carry deep insight into sociographic decision making from what we buy to where we send our kids to school, to what they want to be when they grow up.</p> <p>Emerging generations of students are currently raised by parents who were inevitably impacted by the Great Recession of 2008. Worth noting that though the STEM movement was officially launched in 2005, momentum around it was derailed by this economic collapse, causing it to stutter and struggle out of the gate. The recession distracted from STEM and delivered such a swift and blindsiding wallop to our financial confidence that it changed the way America's bought and perceived goods and services, potentially forever. Job loss, skyrocketing gas prices, stomach churning foreclosure rates and food scarcity of 2008 was ill timed with the baby boom of 2007 which produced the highest number of births in a single year on record for the United States. America experienced the misnomer of "Too Big to Fail" as reliable industries from banking to automotive crumbled under the pressure. Americans may have been scared and broke, but they remained ever resourceful and resilient. Coming out of 2009, we saw what is called the "Maker Economy" begin to take root. During this time, instead of "going without", people, parents, and their children learned how to make, create and seek solutions outside of fast commerce. As the economy began to heal financially, 2010 era Americans were in the unique position of now having both money and the ability to make things on their own. Enter the energizing support for STEM in 2011, when then President Obama declared our "Sputnik Moment". He called upon educators to prioritize focus on technological innovation, while unlocking millions in funding for teacher training, grants and STEM solutions. Keep in mind, the record number of babies born in 2007, at this time, were right around the age to enter kindergarten. STEM was front and center of their parental educational decisions. This was also the time when marketers saw a shift from "maker" economy to the "experience" economy. Consumers wanted more for their dollar than "just what they were buying". They expected the "experience" of engaging with that brand to be fresh, personalized and engaging. They wanted more, expected more and questioned everything. It is little wonder that the parents in reference were raising children of Generation Z, who Wall Street views as a 'financially guarded generation, full of cynicism about the future'. These are also the students who do not know an educational playing field without at least base line existence of STEM. Raise to challenge the core values of a brand, even before earning money, they are also emboldened to innovate and boundary-less in their view of possible. Likely left questioning the role previous generations had in the mess they have made of many aspects of the world these kids inherited. Enter the "mood" economy. How we feel about where we do business plays a critical role in our decision making. Where we go to school, what programs they offer now includes considerations such what charities and green initiatives are supported, how inclusive and diverse is the environment matter more than ever before in history. This brings us to place where people seek to do business with brands that make us feel good, due to philanthropic endeavors, earth friendly initiatives, people first positioning.</p> <p>STEM education plays a significant role in moving this and future generations forward as they seek to heal the wounds of our past and restore their faith in our "system". It has been estimated that in 2028 there will be over 8 million jobs in STEM and BLS recognized STEM as the fastest growing industry. That said an alarming 3.5 million jobs were said to be unfilled in 2018 due to an absence of trained labor. This means that there are more jobs than there are trained workers. H2I Group will be marketing to fill that gap with highly qualified students who continue in their education, fill that white space, and change the world.</p>
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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?	<ul style="list-style-type: none"> • H2I will rely on Sourcewell's national visibility to help create awareness of H2I's value and product offerings. • We will leverage the team at Sourcewell as a sounding board to find new product solutions for our customers in Education and Gov't. H2I Group Marketing will feature Sourcewell on our home landing page and links to the contract and video with user information on Sourcewell. We will partner with Sourcewell, as well as H2I STEM Solutions Team, to request and use Sourcewell's extensive exposure opportunities with partner entities, including advisory board for STEM Labs, client testimonies, and additional marketing Sourcewell has established and is willing to share. • H2I Group will will promote Sourcewell at local, regional and national trade shows. • H2I Group has integrated Sourcewell into our sales process for several years as we have been a dealer for Debourgh, Robbins Flooring, Porter Athletics and Palmer Hamilton. H2I Group combined Sourcewell sales for these contracts exceeds \$ 5,000,000.00 from 2018-2020 • The success with utilization of the Sourcewell contract is a result of collaboration between H2I Group, our Sourcewell vendors and Sourcewell working directly with end users. • We will also incentivize our sales force for each Sourcewell Sale made individually to help promote the Sourcewell contract into our daily sales process. • Sourcewell has been a long-time partner of H2I while purchasing equipment from H2I Group for the Tech Mobile Lab program fostering new experiences and provide opportunity to Sourcewell local partner school districts with the latest STEM curriculum and equipment. • It is with great pride that we will pronounce our partnership with Sourcewell on every sales call, presentation, and wherever possible across content marketing, PR, and social media placement. • We look forward to elevating the benefits of our partnership as Sourcewell has made it easy and convenient to save our customers time and money. Our strong foundation and tight partnerships will serve to establish solid trust and enhance our customer relationships.
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.	<p>As the leader in STEM Solutions across the K-12 category, H2I Group recognizes there is no margin for error in budget, compatibility, and adaptability for our customers. While e-commerce will be very valuable for consumable fulfillment, we remain committed to fulfilling our customer needs for larger ticket items in person, and not online. As a relationship driven sales force, able to deliver solutions spanning from single pieces of equipment to a fully customized design lab, we take great pride in deeply understanding the needs of our customers. The value of that exchange is measured by our long-standing customer relationships, high customer ratings, and the proud fact that in H2I Group history, we have scarcely had a returned item. Our sales teams are supported by excellent research and marketing assistance. This, along with required sales training hours with our vendors, results in the most current, widely knowledgeable sales force in the industry. For smaller fulfillment-based orders, we are building a proactive, secure e-commerce site to alleviate the burden by easing the delivery of replenishment items.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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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>H2I Group offers continuous training, both standard and optional. Our nationwide STEM Solutions service force works hand in hand with new customers to ensure user competency. We are honored to offer a wide range of continuous improvement courses.</p> <p>Our Standard pricing for onsite Installation and Training is \$ 150.00 per hour</p> <ul style="list-style-type: none"> • Sourcewell customers will get a 20% discount on all onsite Installation and Training • Phone support is at no charge per Sourcewell Contract • Remote training is available at \$ 75.00/hour • Daily and weekly rates are quoted per project scope and location. <p>Through a long-standing partnership with St. Cloud State University in St. Cloud, Minnesota, H2I Group is proud to extend on-going training through in-class learning, virtual classes, and summer boot camp programs. These courses are optional with a fee per class structure.</p> <p>The widespread community benefit is unlimited. We see teachers, administrators, current and former students enroll to advance or secure their career. One of the most popular programs is our St. Cloud State University robust summer program tailored to the advanced education of STEM teachers across the country. For those unable to learn in person they are able take course work virtually or at a remote location through our successful Mobile lab program. This is a traveling STEM center throughout the Midwest, used as an outreach to under-funded programs.</p> <p>A focus over the last 10 years has been Professional Development for K-12 teachers and others working with youth in the areas of design, prototyping, and fabrication. Professional development allows the teachers to understand the foundational content of CADD (Computer-Aided Design and Drafting) and how it relates to utilizing prototyping and fabrication equipment to excite students. It is critical to learn more than just how to run the equipment. Designing the activities from beginning to end increases the chances of a successful experience for students.</p> <p>Advanced Training areas include:</p> <ul style="list-style-type: none"> • Teaching CADD • Teaching in Mobile Lab • STEM/STEAM/FAB Labs • Maker Spaces
37	Describe any technological advances that your proposed products or services offer.	<p>The H2I Group believes safe, thoughtfully designed spaces are essential for health and well-being because they foster motivation, curiosity, and play. For this reason, we offer a wide range of technologically advanced products including hardwired and modular air purification systems. These air cleaning devices have helped get students back into class and keep them, and their teachers, safe while in school. We are well known for our wide selection of 3D printers, cost-efficient laser cutters, engaging large format graphics printers, accessible CADD training programs, and total facility STEM solutions including curriculum support and full lab design and construction. Sourcewell has purchased many of these products for the Sourcewell Tech mobile STEM lab units.</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>H2I Group prides itself on caring for our Earth just as actively as we care for our employees and customers. Our internal "H2I Green Committee" serves to identify GREEN initiatives both internally and externally. This includes incentivized consumable recycling programs, direct shipping to customers to reduce the carbon footprint, encouraging LEED (Leadership in Energy and Environmental Design) certification, and championing clean air in schools with products such as HALO and Purex.</p> <p>H2I Group has extended our social distancing and healthy space options with our easy to install glass and natural material wall partitions. H2I Group also supports the recycle program of many of our suppliers, including Stratasys. They have made it easy for customers to keep empty cartridges out of landfills with their "Recycle + Return" program. With easy to follow return instructions and printable labels they have made it easy to be "green".</p>
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>H2I Group is compliant and/or our manufacturer partners holds the following certifications related to eco-labels, ratings, or certifications on some of our products.</p> <ul style="list-style-type: none"> • SEFA • Green Guard • LEED
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>H2I Group is proud to be an Equal Employment Opportunity and Affirmative Action employer. We celebrate diversity and do not discriminate based on race, religion, color, national origin, sex, sexual orientation, age, veteran status, disability status, or any other applicable characteristics protected by law.</p>

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>Stimulated by science? Eager for engineering? Brimming for a new building? Thankful for theater? H2I Group is a one-of-a-kind resource, from the subfloor all the way up to the rafters, designed to address the complete view of our Science, Technology, Engineering, Art & Math customer needs. From simple, transactional materials fulfillment to the architectural design and installation construction.</p> <p>H2I Group can provide a full-service solution for our customers from design to ongoing professional development & service.</p> <ul style="list-style-type: none"> • Curriculum Development/planning • Design process with CADD • Layout/activities/product • Equipment o Student resilient designs (Reliable, Ease of use) o Industry accreditation • Local Industry needs/career opportunities • Advisory board • Build partnerships • Implementation • Installation/Training • Ongoing Professional Development • Service and Support 	*
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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, our vendor partners' warranties cover their products, parts and labor.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Our warranties do not impose usage restrictions or other limitations other than standard provisions for disasters, acts of god etc. We will provide full warranties for each manufacture partners.</p> <p>See Supporting Document "Sourcewell Warranties Combined RFP#040121" under Warranty</p>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For most of our offerings, yes, warranty coverage includes all technicians' time and travel expenses. Some products do not require onsite support and service and H2I offers no charge phone support to assist.	*
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?	No, there are no geographic regions in which H2I Group cannot provide a certified technician to perform warranty repairs.	*
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?	<p>We can answer this question with a resounding, YES. One of our standing LEGACY values is A for Accountability. We hold ourselves accountable for every transaction and positive customer experience.</p> <p>The H2I team is a single source contact for all of warranty/support for the products and services we sell.</p>	*
47	What are your proposed exchange and return programs and policies?	Equipment and curriculum purchased from H2I Group may be returned for a refund within the first 30 days of purchase. Certain restrictions and/or fees will apply to custom made furniture/equipment. All products must be in good sellable condition with no damage to be returned. Purchaser will be responsible to pay freight charges for the return of the products. Contact your H2I Sales Rep to have a return authorization form sent and included with the return of the equipment. We will inspect the equipment within 4 business days upon return to H2I Group.	*
48	Describe any service contract options for the items included in your proposal.	The service contract options offered by H2I Group includes customizable and bundled solutions from single product protection to a full suite of options for STEM Lab products and systems. Our service contract options offer ala cart coverage for parts only, parts and labor, preventative maintenance, and on-going training and professional development.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	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>We provide a wide variety of options including a relationship with the NCL National Cooperation of Leasing, flexible payment plans where needed and stretching payments across multiple budget schedules.</p> <p>To have needs is one thing, but to have needs that cannot be met due to financial constraints is another thing entirely. Especially when that unmet need is multiplied by the number of students, and parents, who depend on community leaders to provide quality education for them. The dedicated team at H2I Group will stop at no end to connect our customer with financial resources needed to make their students dreams come true.</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>H2I will operate as the sole dealer for this contract. H2I has 17 offices and 200+ employee owners in sales, project management, customer service and accounting strategically located throughout the United States (see map in attachments) H2I utilizes several software programs as part of our order and fulfillment process including Salesforce, and Viewpoint. All orders are processed and tracked centrally in our Minneapolis office through receipt of PO from customer, procurement of material from H2I vendors, customer billing and project closeout documents. We also have a service department that utilizes the same platforms. We have the ability to track purchases by customer, product type, PO date, ship date and final billing date. H2I accounting department will also be responsible for documentation on Sourcewell purchases and supporting documentation for regular reporting to Sourcewell team.</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?	<p>Yes, H2I Group does accept the P-Card procurement and payment process. There is an additional 2% cost to the Sourcewell members for using this process.</p>	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the 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.	H2I Group provides Sourcwell participating entities our best possible pricing. Our pricing model is based on a percentage off of manufacturers list pricing. H2I Group has included detailed list pricing for all products proposed as part of the RFP as attachments of the price lists. This pricing is ceiling based covering the US. In addition, H2I Group will offer volume discounts on per project based on order size, and product scope. See Supporting Document"H2I Price sheets FINAL for Sourcwell RFP 0400121-STEM" under Pricing
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.	Discount off list pricing varies by manufacturer, product, and volume. The percentage off of list pricing ranges from 3% pricing to 50% on product offerings.
55	Describe any quantity or volume discounts or rebate programs that you offer.	We offer volume discounts based off list price for all of our partner/manufacturers on a per project basis. This is based not just on volume but on product scope and other criteria.
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 Solutions / Open Market items are available to participating entities. These Open Market items will be identified in any contract quote prepared so that the participating entities may determine that the quoted prices for the products are fair and reasonable. We encourage participating entities to use this option as it facilitates complimentary products and streamlines the procurement process. Non-Standard Options will also be listed separately on any contract quote prepared so that the participating entities 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.	Installation and training is priced separately as described in line 37.
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.	Additionally, due to the wide range of products and the geographical locations of delivery, our freight will be quoted on per project basis.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	See line 60 for least expensive and available shipping options to these locations.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The delivery methods from H2I Group are structured to ensure on-time-delivery with an emphasis on cost savings. We look closely at the unique circumstances of each of our customers and recommend a process that best suits their needs and budget. Modes of transportation range from: <ul style="list-style-type: none"> • Standard shipping via manufacturer preferred carrier • Expedited • Sprinter van • Shipping container • White Glove delivery service. H2I Group offers a white glove service option. Our STEM Solutions service team arrives with the items to unpack, set up, test, and train right on site. No box left behind.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We have the ability to offer quantity discounting and bundling with multiple vendors and product mix which will allow us to offer large discounting based on overall volume

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 Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Once honored with a Sourcwell award our team will work quickly and cross-functionally to ensure a rich customer experience from all touchpoints. Action steps to include identifying contract product offering into Salesforce as objects, creating lead trails with inclusion across procurement, project management, and billing. Our in-house full time Salesforce Solution Manger will pin alerts on specific objects. We will be notified immediately if any pricing falls out of compliance. Quarterly sales reports will be automated to ensure precise, on time delivery.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	H2I Group will pay 2% administrative fee to Sourcwell as compensation for facilitating, managing, and promoting the Sourcwell Contract.

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.	<p>H2I STEM solutions include a very wide range of curriculum, products, and equipment, along with training, support, and service to ensure that our customers can successfully integrate our offerings into their teaching and learning immediately and for many years to come. We offer top-tier brands of equipment and educational tools with good reputations for being high-quality, reliable, and easy-to-use.</p> <p>Our offerings encompass all digital manufacturing processes commonly used in schools today in STEM and technical education, fab labs, makerspaces, and industrial training programs. These include:</p> <ul style="list-style-type: none"> • Additive manufacturing (3D printers) • Subtractive manufacturing (CNC machines and lasers) • Mechatronics, automation, and robotics training systems • Sensory/vision systems • Digital design and graphics arts equipment, such as small and large format vinyl printers/cutters, heat presses • Augmented / virtual reality learning solutions • Fume, dust, and particulate extraction and air quality improvement systems for safe classrooms and labs • STEM lab workspaces, equipment benches, and storage solutions to ensure safe and organized learning environments <p>We offer top-tier brands of equipment and educational tools with good reputations for being high-quality, reliable, and easy-to-use. Some examples of our partner brands are:</p> <ul style="list-style-type: none"> • Stratasys, a Minneapolis-based manufacturer of 3D printers and the leader in additive manufacturing equipment used in both industry and education • Universal Laser Systems, a top producer of laser cutting and engraving machines in the United States. ULS systems are reliable, easy-to-use, and most of all, SAFE for educational use in any classroom or lab • Roland, a leading manufacturer of equipment used in graphic arts and digital design. From large-format print and cut devices to benchtop milling machines for rapid subtractive prototyping • Festo Didactic, the educational solution branch of Festo, a world leader in automation and Industry 4.0 equipment <p>Last, but not least, our most valuable asset is our people. Our sales, support, and service personnel are truly what makes our customers value partnering with us. Our sales team provides a consultation process with the customers to be sure they are purchasing complete turn-key packages and get the most value for their money. Our goal is to offer solutions that will best meet your teaching and learning needs while being conscious of your budget.</p> <p>"See Supporting Document "Marketing Sourcewell Upload" under Marketing</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The H2I Group STEM/STEAM curriculum solutions and equipment are intended for education or experiential learning in the fields of science, technology, engineering, arts, and math and do not fall under a subcategory.</p>

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	Examples of partner vendors we include in the RFP: Forest Scientific Roland Many of our solutions come with project based learning with the edu package. We have a wide variety of video resources available . Supply kits are also available for our EDU bundles.
67	Sight, sound, and sensory learning tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Examples of partner vendors we include in the RFP: Dobot Our entry level Cobot has a vision system. zSpace provides augmented reality
68	MakerSpace and fabrication laboratory (Fab Lab) equipment and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Examples of partner vendors we include in the RFP: Hamilton Sheldon Forest Scientific ULS Lasers Our product offering we are providing is a total STEM lab solution from idea to implementation.
69	Robotics, AI, and coding equipment and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Examples of partner vendors we include in the RFP: Dobots Our Dobot line offers a wide variety of cobots, curriculum and robotic integration solutions.
70	Design tools and educational or production-grade 3D printers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Examples of partner vendors we include in the RFP: Roland Makerbot Stratasys We provide Roland equipment that brings graphic design to life. We have entry level through commercial industrial grade 3D Printers from Stratasys.
71	Virtual reality or simulation devices and applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	Examples of partner vendors we include in the RFP: zSpace Festo
72	Industrial and technical equipment or tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Examples of partner vendors we include in the RFP: Festo Forest Scientific ULS Lasers
73	Agricultural or plant science equipment and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Examples of partner vendors we include in the RFP: Beepods Greene Mfg
74	Renewable or alternative energy educational products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Examples of partner vendors we include in the RFP: Festo
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	Examples of partner vendors we include in the RFP: H2I Support and Service Festo NC3 Stratasys Certification

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.	Once awarded a Sourcwell contract, H2I Group Sales & Marketing teams will stay in close communication as we track: <ul style="list-style-type: none"> • Lead generation - Opportunity and source - Sales cycle/duration from lead to close - Close rate • New customer acquisition costs • Existing customer nurture for increased order frequency • Buyer trends • Lifetime Customer Value

77	Describe the ways in which your offering may be customized and deployed.	<p>Our specialty is customization. We look at each customer as unique. Every transaction is personally attended to ensure their expectation on goods is met and service is exceeded. The ways in which H2I Group customizes and deploys offerings often includes starting with the customer's budget. We strive to maximize their dollars with specific customization across:</p> <ul style="list-style-type: none"> • Equipment • Curriculum • Components • Training • Professional Development • Industry alignment
78	Describe how your offerings integrate with other curricula, platforms or solutions.	<p>Our solutions vary from single piece of equipment to solutions that can be integrated into Blackboard, Moodle and SCORM compliant content. Why is this important? This provides schools the flexibility to use our curriculum/equipment with their specific LMS or stand alone. Our diverse software solutions work with a minimum of one of the Operating Systems and many integrate with all three.</p> <p>Operating Systems</p> <ul style="list-style-type: none"> • Windows • Mac • Chrome
79	Identify any certification(s) or accreditation(s) that your business or the products included in your proposal have attained or received.	<p>We have a wide variety of certifications in the following areas:</p> <p>3D Printing</p> <ul style="list-style-type: none"> • Stratasys Additive Manufacturing Certification • Makerbot Certification for Instructors and Students <p>Festo</p> <ul style="list-style-type: none"> • Introduction to Mechatronics • NC3 Certification • NIMS • Siemens Certifications <p>Hamilton</p> <ul style="list-style-type: none"> • SEFA Certified <p>Sheldon</p> <ul style="list-style-type: none"> • SEFA Certified <p>See Supporting Document "Makerbot_Stratasys Certification" under additional documents</p>
80	Describe service and support standards for your products (i.e. replacement plans, parts, etc.).	<p>H2I Group Technical Support services incorporates a customer first approach in everything we do. It is mandatory for us to do everything we can to respond within 4 hours. We have professional, highly trained, and experienced service technicians nationwide. There are various levels of support that we offer including: phone support, electronic support (screen sharing and remote access services), parts and consumables/materials supply, on-site installation service, on-site training service, on-site repairs, drop ship repair services, preventative maintenance services, annual and extended service agreements, even customizable service agreements. Our goal is to have our customers be completely satisfied with your H2I Group purchases. Each service visit and installation will include a survey on our performance.</p>
81	Describe the ways in which your products are scalable to the size of a school, educational institution, or municipality.	<p>H2I specializes in products and projects that range from a single SKU item to fully customized turnkey solutions that involve detailed drawings, renderings, installation and ongoing service/ Our STEM solutions can be scaled per customer requirements to include a single 3D printer to a fully outfitted Stem classroom / lab to include curriculum materials, specialized STEM equipment and the supporting STEM benches, tables, worksurfaces and specialty ventilation equipment for STEM related procedures.</p>

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
NA	NA	NA

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](#) - Line 9 Financial Strength and Stability BankCredit and Bonding letter.pdf - Tuesday March 30, 2021 18:01:56
 - [Marketing Document](#) - Marketing Sourcewell Upload.zip - Thursday April 01, 2021 11:52:54
 - [Warranty](#) - Sourcewell Warranties Combined RFP#040121.pdf - Thursday April 01, 2021 06:56:50
 - [Value Added Attributes](#) - Sourcewell Authorization for H2I Group Coverage.pdf - Wednesday March 31, 2021 21:19:59
 - [Pricing](#) - H2I Price Sheets FINAL for Sourcewell RFP 040121_STEM.pdf - Thursday April 01, 2021 14:43:28
 - [Additional Document](#) - Makerbot_Stratasys Certifications.pdf - Thursday April 01, 2021 12:00:04

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. - Nathn Thiesfeld, VP STEM Solutions and Midwest, H2I Group

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