

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SFK Franchising Inc. dba STEM For Kids, 112 C Pheasant Wood Court, Morrisville, NC 27560 (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. *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

2. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all 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

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

Minimum Limits:

\$1,000,000

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 Sourcewell 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 Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell 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 Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may 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

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

*** Signature Page Follows ***

Sourcewell

SFK Franchising Inc.
dba STEM For Kids

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Moni Singh
7C1D34BECB624DB...

By: _____

By: _____

Jeremy Schwartz

Moni Singh

Title: Chief Procurement Officer

Title: President

7/7/2021 | 12:49 PM CDT

7/7/2021 | 12:11 PM CDT

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

7/7/2021 | 12:51 PM CDT

Date: _____

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

Vendor Details

Company Name: STEM For Kids
Address: 112 C Pheasant Wood Crt
Morrisville, NC 27560
Contact: Shelby Jones
Email: sjones@stemforkids.net
Phone: 919-648-6046
HST#:

Submission Details

Created On: Monday February 22, 2021 15:23:49
Submitted On: Thursday March 25, 2021 11:09:31
Submitted By: Shelby Jones
Email: sjones@stemforkids.net
Transaction #: 778e1348-733d-4e47-8193-21386bccd073
Submitter's IP Address: 71.77.44.9

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):	SFK Franchising Inc, doing business as STEM For Kids
2	Proposer Address:	112 C Pheasant Wood Ct., Morrisville, NC, 27560
3	Proposer website address:	https://stemforkids.net/curriculum
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):	Moni Singh President 112 C Pheasant Wood Ct., Morrisville, NC, 27560 msingh@stemforkids.net +1(929) 450-7836
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shelby Jones Senior Director of Operations 112 C Pheasant Wood Ct., Morrisville, NC, 27560 sjones@stemforkids.net +1(336) 560-7836
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

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.	<p>STEM For Kids, headquartered in North Carolina, has been enabling educators worldwide to engage school-age children in STEM and to provide career readiness skills through our proven 4 Dimensional Learning Methodology.</p> <p>Founded in 2011, STEM For Kids has operated in 5 countries and over 300 sites. Today, we represent a network of independent STEM For Kids® operators worldwide. This network benefits from two remarkable qualities, central governance and local operations:</p> <p>1) Operators are independent operating entities with decision making authority. This is designed to bring operational nimbleness, local sensing, community intelligence and local support.</p> <p>2) All operators operate under the central governance model - consistent set of operational standards, processes and training - designed to ensure quality customer experience and STEM For Kids® brand promise.</p> <p>Models in education have been evolving and for over 9 years, STEM For Kids has been at the forefront of making Science, Technology, Engineering, and Math (STEM / STEAM) fun and real for school age children in grades K - 10. The demand for schools to provide STEM skills to their students has been on a continuous rise fueled by job growth. This demand has some unique characteristics:</p> <p>1) STEM skills are diverse and include 100s of skills covering computing, engineering, life, social sciences , installation, repair & more. Moreover, STEM skills apply in various occupations including many non-STEM jobs!</p> <p>2) Demand for STEM skills shows rapid obsolescence of old skills and faster adoption of new skills.</p> <p>These demand characteristics make the STEM market very dynamic and require that</p>

		<p>the STEM product and service provider adapt with changing times and continuously innovate to stay attuned to the fast changing world of STEM. During our 9+ years, many companies and nonprofits in this space have come and gone.</p> <p>We have persisted and thrived in this growing and highly competitive marketplace. The reasons for this longevity lies in our mission and our value system that drives our operations and strategy.</p> <p>Our Mission: Make STEM fun and real</p> <p>a) Fun, so kids are engaged. They enjoy their experience and feel the desire to do more.</p> <p>b) Real, so that:</p> <ul style="list-style-type: none"> + Parents and educators see a connection to real life careers + Parents and educators see a connection to educational standards + Children understand the “so what” behind STEM concepts. <p>Our values are embedded in our corporate culture as the STEM Way™ that encourages customer focus, innovation and continuous improvement. Please see the uploaded document “The STEM Way” in the Company Information set.</p> <p>Our mission and values have allowed us to deliver products and services that engage students in fun learning that keeps all stakeholders “happy”.</p> <p>Our Unique Value Proposition:</p> <ul style="list-style-type: none"> + Our proven 4 Dimensional Learning Methodology brings STEM together with career-readiness skills and social emotional learning. + We have the most comprehensive and cutting-edge curriculum portfolio that no other competition can match (40+ courses, over 1200 hours of instruction covering the full spectrum of STEM from engineering, to coding, to robotics, business and biomedicine). <p>We have and continue to deliver several industry firsts, including but not limited to:</p> <ol style="list-style-type: none"> 1) Back in 2011, when one dimensional learning was in focus, we were the only ones implementing an educational methodology for elementary age children that brought the soft skills (like communications and collaboration) front-and-center along with the hard skills of engineering and computer sciences. 2) When computer programming was considered only for high school students, we were instrumental in designing and developing methods for bringing computer programming courses for elementary and middle school students 3) Through our constant monitoring of industry trends, we discovered a shift in the STEM industry with several grand engineering challenges of the century focused on an intersection of life science and physical sciences. We became the first player in the education space to bring a set of courses in biomedical engineering to engage students in these highly relevant and growing fields of careers. 4) Again, our STEM market intelligence indicated a growing amount of investments going towards developing Internet of Things devices, capabilities and Machine Learning. We took the opportunity to develop and launch multiple courses to give students exposure to this growing field. <p>STEM For Kids has won numerous accolades in education and entrepreneurial circles for our product quality and innovation (refer to response to question #16).</p> <p>We are uniquely positioned to serve Sourcewell Participating Entities and become their trusted provider of choice for STEM educational teaching resources, curriculum, kits, videos, and activities.</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>We expect to reach out to the Participating Entities, and help them consistently engage their students with quality enrichment in the fields of Science, Technology, Engineering and Mathematics (STEM) and enable career readiness for their students through our proven 4-Dimensional method. Covid-19 has accelerated technology adoption in all aspects and it has become even more critical to engage our students into STEM learning. We have been helping educators do this for over 9 years and we expect to help serve more students through this award.</p>
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>See the uploaded documents in the following folders:</p> <ol style="list-style-type: none"> a) "CompanyInformation" folder which includes Audited financial statements 2017-2019 b) "References" folder

10	What is your US market share for the solutions that you are proposing?	This remains to be determined as the educational STEM market is still developing. STEM For Kids has been on the cutting edge of this space. We have been providing STEM teaching resources, curriculum, kits, videos, and activities for the last 9 years and are the trailblazers in the industry. Bringing several firsts in the world of STEM, such as computer programming for kids... back in the days when programming was considered for only the big kids. Biomedical engineering and the Internet of things was created and our recent addition of Artificial Intelligence program for kids.	*
11	What is your Canadian market share for the solutions that you are proposing?	This remains to be determined as the educational STEM market is still developing. Through our franchisees in Canada, we serve the Canadian education market. Please see response to #10 above.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, STEM For Kids has not petitioned for bankruptcy protection.	*
13	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?	We are a reseller of STEM For Kids® products and services. STEM For Kids is a registered trademark owned by our affiliate STEM For Kids, LLC. Through a trademark licensing arrangement between us and STEM For Kids, LLC (see attachment- "13-Trademark assignment STEM For Kids - SFK Franchise") dated December 1st, 2013, we were granted the worldwide rights and use of all trademarks, intellectual property, and designs to license and distribute STEM For Kids® products and services. We are an independent entity and operate a network of independent STEM For Kids® operators worldwide.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Through the licensing agreement as detailed in #13(a) above, we currently hold licenses to use, license and distribute STEM For Kids® products and services. Specifically: (a) Our affiliate, STEM For Kids LLC, has registered Marks on the Principal Register of the United States Patent and Trademark Office ("USPTO"). See item A on the "Registered Marks" document in "CompanyInformation" folder. (b) Our affiliate has registered the below Mark on the Supplemental Register of the United States Patent and Trademark Office ("USPTO"). See item B on the "Registered Marks" document in "CompanyInformation" folder. (c) Our affiliate retains copyrights on various STEM For Kids® curriculum, lessons, designs and methods. (d) We have contractual agreements with 28 franchisees to operate STEM For Kids® locations worldwide, including sales STEM For Kids products and services, and implementation and delivery of services. (e) We and our affiliate, STEM For Kids LLC, have contractual agreements with resellers to assist in sales and placement of STEM For Kids products and services.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NA	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Our President, Moni Singh, is a recognized women leader in STEM by the Triangle Business Journal. In addition, the company has received several accolades in the industry:</p> <p>Entrepreneur Magazine's 2021 Franchise 500 Ranked #173 Entrepreneur Magazine's 2020 Franchise 500 Ranked #280 Entrepreneur Magazine's 2019 Franchise 500 Ranked #415 Entrepreneur Magazine's 2019 Fastest Growing Franchise #46 Startups Magazine's Summer 2018 - Hottest Franchises to Buy Entrepreneur Magazine's 2018 Top 100 Newest Franchise Americas Best Franchises' 2018 Top 100 Franchise Franchise Gator's 2018 Top 100 Emerging Franchise Entrepreneur Magazine's 2017 Franchise 500 Top New Franchise Franchise Gator's 2017 Top 100 Top Emerging Franchise Franchise Gator's 2017 Top 100 Fastest Growing Franchise Entrepreneur Magazine's 2017 The New Hotness- 100 fresh franchisees ready to take you to the top Franchising World (International Franchising Association IFA) Cover Page - Moni Singh's STEM For Kids Entrepreneur Magazine's Dec 2016 – Fire Brands: The 10 hottest business categories in the land Entrepreneur Magazine's Oct 2016: The Vanguard List – Today's Fastest Business Opportunities on their way to becoming tomorrow's next big thing Startups Magazine's Fall 2016 - Companies Ready to Make You the Boss Franchise Gator's 2016 Top 100 Franchise Entrepreneur Magazine's Best Trends 2016 Children's Enrichment Entrepreneur Magazine's 2016 Franchise 500 List Unranked Franchise Gator's 2016 Fastest Growing Franchise</p>
17	What percentage of your sales are to the governmental sector in the past three years	See response from #18 below.
18	What percentage of your sales are to the education sector in the past three years	Our sales are 100% in the education sector with most sales in the government education and private sector.
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?	<p>Through our affiliates and our franchisees, STEM For Kids hold various contracts with school districts in the state government. Below is a sampling of a few government contracts. Instruction and enrichment programs at schools and school districts across US and Canada have been impacted by the Coronavirus Global Pandemic in 2020.</p> <p>University of Wisconsin System, WI Rockton County School District, IL Fairfield County School District, SC Laurens County School District 55, SC</p> <p>All the above customer information is STEM For Kids confidential information.</p>
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?	<p>Through our affiliates and our franchisees, STEM For Kids holds various contracts. Below is a sampling of a few GSA contracts. Instruction and enrichment programs at schools and school districts across US and Canada have been impacted by the Coronavirus Global Pandemic in 2020.</p> <p>Wake County School District, NC Beloit County School District, WI</p> <p>All the above customer information is STEM For Kids confidential information.</p>

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 *
University of Wisconsin - Whitewater @ Rock County	Molly Cook, Program Specialist	+1(608) 758-6549
Rockton School District	Glenn Terry, Superintendent	+1(815) 624-7143
Young Audiences New York	Anastasia Gladden	+1(646) 248-2530
All the above customer information is STEM For Kids confidential information.	Confidential	Confidential

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 *
Entities within University System	Government	Wisconsin - WI	Entity requested we provide programming and student training during the summers of 2018-2020 on current STEAM topics of Biomedical Engineering, Computer Programming, and Innovation. After school programs, summer camps, and workshops were conducted at the schools to encourage STEM learning and career development.	The following data is from years 2018-2020. Total number of programs conducted was 70 programs. The total number of students served was 892 students. The average number of students per program was 13 students. The average revenue per program was \$2,046.70.	\$143,269.30
School District	Education	Illinois - IL	Entities within the school district requested we provide programming and student training during the school years of 2018-2020 on current STEAM topics. After school programs, summer camps, and STEM nights were conducted at the schools to encourage STEM learning and career development.	The following data is from years 2018-2020. Total number of programs conducted was 111 programs. The total number of students served was 1646 students. The average number of students per program was 15 students. The average revenue per program was \$1,044.47.	\$115,936.00
Non-Profit Organization	Non-Profit	New York - NY	Entity requested we provide programming and student training during the school years of 2018-2020 on current STEAM topics. After school programs were conducted at the entities to encourage STEM learning and career development.	The following data is from years 2018-2020. Total number of programs conducted was 10 programs. The total number of students served was 180 students.	\$75,000.00
School District	Education	Wisconsin - WI	Entities served within the school district are 100% funded by 21st Century Community Learning Centers grants. We provided programming and student training during the school years of 2018-2020 on current STEAM topics. After school programs and STEM nights were conducted at the schools to encourage STEM learning and career development.	The following data is from years 2018-2020. Total number of programs conducted was 42 programs. The total number of students served was 930 students. The average number of students per program was 22 students. The average revenue per program was \$1,012.38.	\$42,520.00
School District	Education	South Carolina - SC	Entity requested teacher training and classroom support during STEM Summer Camps in Summer of 2018. STEM For Kids trained teachers in two curricula and offered 6 summer camps to their students regarding Computer Programming, Virtual Reality, and Website Designing. Teacher training and Summer Camps were conducted over 2 weeks.	The following data is from 2018. The total number of teachers trained was 15 teachers. The total number of curriculum trained was 2 curricula. The total number of students in Summer Camps was 116 students.	\$34,500.00

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>Through our network of independently owned and operated affiliates and franchisees, STEM For Kids currently serves 122 territories worldwide. Of these, 70 are in the US and 24 in Canada. Please see the "Locations Map" document in the "CompanyInformation" folder to get a glimpse of our presence on the global map. With this elaborate network of our operators, we are able to serve all markets in the US and Canada.</p> <p>Our operators are trained and receive ongoing training and support from us in sales and business development methods. Each operator maintains their own organization that typically involves an individual or a team focused on business development, and a team focussed on service delivery.</p> <p>We have roughly 40 people involved in business development.</p>
24	Dealer network or other distribution methods.	Please see response to #23.
25	Service force.	<p>Each operator maintains their own organization that typically involves an individual or a team focused on business development, and a team focused on service delivery. Each team member involved in service delivery receives elaborate training from our affiliate, STEM For Kids LLC, on the STEM For Kids® system and methods to ensure consistency and quality of service delivery.</p> <p>Pre-Covid, we had roughly 200 people involved in service delivery. Through our consistent training and approach, the delivery workforce is scalable as needed to meet the market and customer needs.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	STEM For Kids® operators follow the STEM For Kids Operating Standards that define the standards for customer service throughout the STEM For Kids Network. The operators are required to follow the standards to maintain their right to operate their independent STEM For Kids' franchise operations.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>The STEM For Kids network is able and willing to provide our STEM product and services to the Sourcewell participating entities in the United States. Following are some specific:</p> <p>a) Organization - We are organized as a network of independent operators and franchisees trained and operating under the STEM For Kids® model and delivering consistent experiences to our customers.</p> <p>b) Geographic Reach - Our network is geographically diverse covering most parts of the United States as shown in our Map in Company Information Set.</p> <p>c) Expertise - With over 9 years of experience in delivering cutting-edge and innovative STEM to schools, districts and educators, we have extensive experience in supporting clients like the Sourcewell participating entities. Our curriculum services are available in all markets in the USA wherein we provide training and support to schools / teachers to consistently embed STEM into their classrooms and enrichment programs. Our delivered services are available in markets directly served by our operators.</p>
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Yes. We are able and willing. We have 3 franchise operators in Canada who are able and willing to support the Participating Entities in Canada. See additional details in response to #27.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.
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?	None.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.

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>We follow a five-pronged strategy for marketing:</p> <p>Awareness Entails outreach to the Participating Entities and creating awareness by promoting website and driving inbound marketing to the appropriate content on the website. Also to include outbound marketing to broadcast the offerings. Creating the awareness will include social media marketing campaigns on Google Ads, Facebook, Instagram, and Twitter.</p> <p>Ads to focus on the pain points for the potential customers and the solution we provide to overcome that problem. These will be targeted ads based on the content, demographics, and the category/field of customers.</p> <p>Education Educating the customer will go hand in hand with the awareness of the brand. Education will involve a more targeted approach at customers that very closely align with the solutions offered by STEM For Kids and those who sign up for the newsletter to get more information. Education will include providing not only the relevant information available on the website but providing additional details on the STEM solutions that will benefit the potential customers.</p> <p>Educating the customer will also include marketing the referrals and positive feedbacks from the existing and previous customers. In addition to the social media campaigns as part of brand awareness, educating the customers will be done through email campaigns, newsletters, and blogs.</p> <p>Evaluation Evaluation for the customer to include a discovery process. During this process details of customer's requirements will be evaluated. Based on the evaluation, appropriate solution will be presented to meet the needs. This will include a solution demo either virtually or in person, educating the customer on how this solution will provide the value based on their needs. Evaluation will also include an agreement between the parties on acquiring the solution and the next steps.</p> <p>Execution Execution will entail delivery of the solution as per the agreement. Per the agreement, the solution may include material associated with the agreed solution.</p> <p>Growth Growth for a customer will include studying the application of the solution and understanding any shortfalls or potential opportunities to add more value for the customer. The customer growth can be achieved in various ways by either reselling the same/similar solution to the customer if it will add value to the customer and meets their needs. We can add additional value to the existing solution by adding several components to the solution based on what was originally purchased and if the scope of work needs to be updated to accommodate the additional components. We can also add value to the customer by introducing them to a solution that they did not sought out in the beginning but that additional solution will add more value to their existing purchase.</p> <p>Please see the documents in the "Marketing" folder as follows: a) Our brochure "SFKBrochure.pdf" b) "Website Sample" document showing the company website specifically for schools c) "Digital Request For Information Form" document to take interest from Participating Entities</p>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our inbound and outbound marketing leverages technology and digital data. We leverage multiple technology channels to create brand awareness and educate potential customers. These channels include:</p> <p>a) Company website at https://stemforkids.net and Search Engine Optimization.</p> <p>b) Presence and following on Social Media (see uploaded samples in "Marketing" folder): Facebook - http://www.facebook.com/STEMForKids Twitter - http://www.twitter.com/EngineerSTEM Instagram - https://www.instagram.com/stemforkids YouTube - https://www.youtube.com/user/STEMForKids LinkedIn - https://www.linkedin.com/company/stem-for-kids</p> <p>c) Email marketing campaigns with opens and click tracking. See uploaded sample in "Marketing" folder.</p> <p>d) Google ads and retargeting campaigns; Google Analytics for measuring efficacy of campaigns</p> <p>e) Facebook ads and retargeting; Facebook Pixels.</p> <p>f) Regular blogs and newsletters on relevant topics for educating our current and potential client base.</p> <p>g) Educational webinars on various topics as value-added opportunities for current and future clients. See uploaded sample in "Marketing" folder.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our expectations of Sourcewell are three-folds:</p> <p>a) That Sourcewell will present our solutions to the Participating Entities under "STEM Curriculum Solutions and Equipment" category on your website and other marketing collateral. We expect that Sourcewell will provide the catalog to the Participating Entities in various formats and actively market the catalog to ensure top-of-mind awareness for the Participating Entities including facilitating, managing and promoting our offerings through all marketing channels leveraging digital, social, print and in-person events.</p> <p>b) That Sourcewell will provide us contact details for the Participating Entities (including name, email, address, phone number) so that our sales and marketing teams can reach out to the Participating Entities.</p> <p>c) Additionally, Sourcewell will provide opportunities for us to present our solutions to the Participating Entities in a Webinar or other events (in-person or virtual) that you organize for the Participating Entities and vendors. Also provide some opportunities to leverage your marketing strategy along with our content to have targeted marketing to the potential customers.</p> <p>Our sales process is the 5-step approach mentioned above - awareness, education, evaluation, execution, and growth. Sourcewell awarded contracts will follow our current sales process leveraging our sales funnel and our Customer Relationship Management (CRM) platform. Leads coming from Sourcewell will note Sourcewell as a referee so that these leads can be tracked for Sourcewell's commission. We work with other referral sources in a similar way and Sourcewell can be assured that the leads will receive utmost care and attention with our business development teams.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our educational clients receive "hand-holding" through the initial ordering process. Once the prospect is our customer, the individual teachers are able to add services through our Curriculum Portal. See "Curriculum Portfolio" in "Marketing" folder.</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.	STEM For Kids provides curriculum training to educators on our world-renowned courses that engage, empower and provide immersive learning for school age students on career readiness topics. Courses incorporate detailed lesson plans, hands-on activities, tools, on various engineering topics, bio-medicine, computer programming / coding, robotics, business and finance. Training is available both in-person and online with our expert instructors. The course content is actionable so educators can conduct enrichment programs with their students as part of their school offerings and also during off school times like summer and afterschool. Initial online curriculum training is offered at no additional cost as a standard offering as part of curriculum license or subscription products. Additional costs apply for in-person training and additional training or retraining. Please see #48 for service contract options.	*
37	Describe any technological advances that your proposed products or services offer.	Our products comprising of the innovative portfolio of STEM learning includes over 40 different courses that cover industry cutting-edge topics like: Artificial Intelligence Machine learning Virtual Reality Internet of Things Please see the Curriculum Portfolio at https://stemforkids.net/register/curriculum and see the uploaded sample "Curriculum Portfolio" in the Marketing set.	*
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.	All of our curriculum portfolio is available for digital use thereby reducing paper usage and hence reducing the carbon footprint. Participating Entities have the option to procure physical materials and documents from us as needed.	*
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.	This question on third-party issued eco-labels, ratings, or certifications is currently not applicable to STEM For Kids or the products or services provided by STEM For Kids.	*
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.	Our affiliate, STEM For Kids LLC, is a minority owned vendor certified by the North Carolina Office for Historically Underutilized Businesses (HUB Office). Please see the certification in the "CompanyInformation" folder. Additionally, many of our independent operators in the STEM For Kids network are also minority and/or women owned businesses.	*

<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Our uniqueness comes from two attributes:</p> <ol style="list-style-type: none"> 1) A broad and comprehensive curriculum portfolio comprising career-ready topics in the fields of engineering, biomedicine, computer programming, robotics, business and finance. Our portfolio is the most elaborate and extensive in the market today and includes over 40 curriculum and over 1200 hours of instruction. 2) Our 4-Dimensional Learning Methodology that brings STEM /STEAM learning and bundles it seamlessly with career connections and practices, cross-cutting concepts and social emotional learning (SEL) for children in grades K-10. The methodology is proven and field deployed for over 9 years. <p>We hear from education, government, and nonprofit entities that they need: assistance in regularly bringing innovative STEAM courses to their students, to keep pace with the ever evolving and fast changing world of STEM, and to enable social emotional learning (SEL) for their students through engagement.</p> <p>When we started 9 years ago, we supplanted the traditional one-dimensional approach to STEM with our industry leading integrated STEM approach - blurring the lines between the traditional silos of technology, science and math learning as part of STEM enrichment for students. Then, we embarked on the transformation towards 4-Dimensional Learning that brings core concepts alive with career connections and social emotional learning. Our Learning Methodology integrates core STEM ideas with career connections, practices, social emotional learning and cross cutting concepts while keeping it fun and engaging for children. STEM For Kids provides curriculum and professional development to teachers on our 4-Dimensional Learning Methodology that they can use for during, after, or out of school time.</p> <p>Furthermore, there is an immediate and prolonged need for incorporating more blended approaches to learning that combine both in-person and online interactions. Whether the Sourcewell participating entities are government, education, or nonprofit looking to integrate STEM+SEL into what they already do, they can start empowering their students with STEM in just a matter of days through our proven system that is already deployed in numerous communities globally. In addition to curriculum and training to boost the Participating Entities' efforts with our experience and know-how, in select markets we also provide delivered services - classes in-person or online, and offering after-school programs, camps, in-class engagement, special events or any other format they want for their students.</p>
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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?	See "Curriculum Services Agreement" document in "CompanyInformation" folder, subsection "Use of Services and Content."
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See "Curriculum Services Agreement" document in "CompanyInformation" folder, subsections "Usage Restrictions" and "Professional Services."
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	See "Curriculum Services Agreement" document in "CompanyInformation" folder, subsection "Fees and Payment" bullet 9 on sub-bullet 3.
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?	This question does not apply to STEM For Kids products and services per our Services Agreement.
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?	See "Curriculum Services Agreement" document in "CompanyInformation" folder, subsection "Non-SFK Products and Services."
47	What are your proposed exchange and return programs and policies?	See "Curriculum Services Agreement" document in "CompanyInformation" folder, subsection "Fees and Payment" bullets 1 and 9.
48	Describe any service contract options for the items included in your proposal.	Optional - Student STEM Assessments Optional - In-Person Delivered Services To Students as Assemblies, Program Kick-Off, Wrap-Up Optional - Delivered Services - Afterschool and Camp (in select markets) Optional - Instructor-Led Online Classes (ILOC) For Students (all markets) Optional - Badges, Incentives & Certificates

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 15 days
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?	No.
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.	Sourcewell Participating Entities will be deemed as Strategic Accounts per our contractual arrangements with our STEM For Kids operators. For the Strategic Account Programs: a) Accounts are assigned to the local STEM For Kids operators. b) The local sales and business development teams work closely with the corporate team. c) All sales undergo central purchasing through our corporate offices. All sales numbers will be collated through the STEM For Kids corporate.
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-card payment is supported. Processing cost is similar to credit card processing.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our offered products, list prices, pricing details and Sourcewell discounts are shown in the uploaded document "Products and Price" in the Products Set.
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.	Please see "Products and Price" document uploaded in the "Product" folder for pricing and offered discount.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Our pricing as shown in response to question #53 already shows tiered pricing based on volume. No additional discounts are available.
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.	Various third party products, tools and resources can be sourced through as part of our Curriculum Materials kit. These include robotic kits, Internet of Things circuits, etc. Such items are provided "as-is" and are provided at cost plus 15% for handling.
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.	<p>Pricing shown are for services as specified in the "Products and Price" document uploaded in the "Product" folder. Some optional items are also shown in the document. Not all offered services are listed.</p> <p>For our standard offering, for example:</p> <p>a) Only digital curriculum access and training are included. If the Participating Entity desires printed materials or on-site training, additional costs apply.</p> <p>b) After acquiring our curriculum, the participating entity may need to acquire 3rd party product licenses and/or materials. We specify these materials in our training.</p>
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Curriculum materials (not including 3rd party kits as described in response to question #56) are shipped using various logistical providers like Fedex, UPS or USPS. Delivery costs are charged at cost to the Participating Entities.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see response to #58. No other special provisions apply for these regions.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.

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.	<p>The Participating Entities will receive the following discounts:</p> <p>a) 10% discount off list prices for our Curriculum Services.</p> <p>b) 4% discount off list prices for our Delivered Services and Materials Kit.</p> <p>c) The discounts do not apply to any 3rd party "sourced" products as described in question #56 or to any travel related, handling or other cost-based charges.</p>

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.	<p>We already employ a monthly revenue reporting program with the STEM For Kids operators. In addition, we plan to deploy a monthly discipline to review all Sourcwell Leads in our CRM software and review progress with each assigned operator. This process will be governed by the following guiding principles:</p> <p>a) Ensure that all assigned accounts are being actively worked.</p> <p>b) For leads progressing forward in Discovery and beyond stages, ensure compliance with Sourcwell Contract.</p> <p>c) Track all closed sales, revenue and resulting administration fees for quarterly reporting to Sourcwell.</p> <p>The deployment of this "monthly discipline" will be incorporated into our regular check-ins with the operators.</p>
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.)	<p>In the event of an awarded contract with a Sourcwell Participating Entity that we do not currently work with directly, we will pay Sourcwell an administrative fee of 2% of the initial fees received for facilitating, managing and promoting our offerings including but not limited to our expectations as stated in response to question #34. The fees will be earned after the Participating Entity has paid us the initial fees for the products and services per the awarded contract. Earned fees will be paid quarterly to Sourcwell.</p>

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>Product 1: Pathway Cohorts@School: STEM For Kids provides Sourcewell participating entities with actionable content, sustained training and support to enable their teachers to consistently engage their students in career-readiness skills through the proven STEM For Kids curriculum and 4-Dimensional Learning Methodology.</p> <p>Product 1 Includes: A) Digital access to one Curriculum Pathway + Each Curriculum Pathway covers up to 5 STEM themes and provides a scaffolded multi-year progression for students. + Each Pathway is bolstered with STEM For Kids 4-Dimensional Learning and delivers actionable content for up to 150 hours of instruction. + Five Pathways are currently offered. See details in the "Products and Price - Pathways" document and product brochures uploaded in the "Product" folder.</p> <p>B) Participants in the Cohorts@School receive detailed lesson plans that incorporate hands-on activities on various STEM topics, using computers and other technology per the selected Curriculum Pathway as tools (depending on the pathway, may incorporate learning and using computer programming or using robotics or other tools) and business and finance. They will receive student worksheets and other digital assets to apply to their programs immediately during training.</p> <p>C) With our professional development, Sourcewell participating entities will have access to new innovative curriculum without the hassle of developing new lessons to stay attuned to the real world of STEM. They will be able to apply the Pathway to different delivery formats such as in-school programs, enhancements to their current instruction, afterschool programs, summer / winter / spring camps, and instructor-led online programs. As they are trained, they can start offering student classes typically staggered 2-4 weeks.</p> <p>Product 2: Thematic Cohorts@Schools: STEM For Kids provides Sourcewell participating entities with actionable content on one selected theme to enable their teachers to engage their students in a specific industry or business topic using our proven STEM For Kids curriculum and 4-Dimensional Learning Methodology.</p> <p>Product 2 Includes: A) Digital access to one Curriculum Theme bolstered with STEM For Kids 4-Dimensional Learning (actionable content for up to 30 hours of instruction). + 48 Themes are currently offered ranging from different fields of engineering (aerospace, mechanical, environmental, biomedicine) to computer Programming, Internet of Thing Designs, Business and Finance and more. See details in the "Products and Price - Themes" document uploaded in the "Product" folder. + Themes are aligned with applicable educational standards related to science, mathematical practice, language arts, technology and computing.</p> <p>B) Participants in the Cohorts@School receive detailed lesson plans that incorporate hands-on activities on various STEM topics, using computers and other technology per the selected Curriculum Theme as tools.</p> <p>C) With our professional development, Sourcewell participating entities will have access to new innovative curriculum without the hassle of developing new lessons to stay attuned to the real world of STEM. They will be able to apply the Theme to formats such as in-school programs, enhancements to their current instruction, afterschool programs, summer / winter / spring camps, and instructor-led online programs.</p> <p>Other Products: Beyond the standard offerings above, many options are available including material kits, additional training, value added services and delivered services (programs delivered by STEM For Kids instructors directly to the students served by the Participating Entities') as shown in response to question # 48 and in the "Products and Price" document uploaded in the Product set.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Professional Development Curriculum Training Delivered Services</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	STEM For Kids is primarily focused on the "Teaching resources, curriculum, kits, videos, and Do-it-Yourself (DIY) activities" category.
67	Sight, sound, and sensory learning tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
68	MakerSpace and fabrication laboratory (Fab Lab) equipment and products	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
69	Robotics, AI, and coding equipment and products	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
70	Design tools and educational or production-grade 3D printers	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
71	Virtual reality or simulation devices and applications	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
72	Industrial and technical equipment or tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
73	Agricultural or plant science equipment and products	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
74	Renewable or alternative energy educational products	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
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	STEM For Kids is primarily focused on the "training," "professional development" and "support" category.

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.	As part of the current sales management process and CRM, we monitor various leading and lagging indicators to assess success and also to improve our sales performance continuously. Some examples of metrics: a) # of engaged leads from the Sourcewell Participating Entities. [to measure efficacy of marketing] b) % Awarded and Lead-to-Sales time [to measure efficacy of sales] c) Awarded \$s d) Operational metrics - # of teachers, # of students impacted [delivery metrics] e) Lost contracts review for sales training and performance improvements
77	Describe the ways in which your offering may be customized and deployed.	Participating Entities may deploy the Cohorts@School offering in multiple delivery formats with the students such as in-school programs, enhancements to their current instruction, afterschool programs, summer / winter / spring camps, weekend enrichment programs, STEM / Parent nights, student assemblies and instructor-led online programs. Beyond our standard Pathways and Themes offerings, we can develop custom Pathways or Themes to meet the unique student developmental needs of the Participating Entities. We have done this successfully with many of our clients in the past.
78	Describe how your offerings integrate with other curricula, platforms or solutions.	a) Our offering integrates well with Google for Education platform that's pervasive in the education space currently including Google Meet, Drive and Classroom. b) We use various industry standard computer coding languages like Python, Java, HTML, etc. c) We leverage various industry standard tools like Lego Robots, Minecraft for Education, Scratch Programming, etc. Most of our products are designed to be tool agnostic allowing the Participating Entities to leverage our resources with tools that they may already have deployed.
79	Identify any certification(s) or accreditation(s) that your business or the products included in your proposal have attained or received.	Our affiliate, STEM For Kids LLC, has received the trademark certificates from the US Patent and Trademark Office. See details in the uploaded document in the Company Information Set.
80	Describe service and support standards for your products (i.e. replacement plans, parts, etc.).	Please see "Curriculum Services Agreement" document in the "CompanyInformation" folder.
81	Describe the ways in which your products are scalable to the size of a school, educational institution, or municipality.	During the Discovery Phase, we discuss the needs of the Participating Entity and develop customized proposals to fit their size, typically based on number of students to be served and / or number of teacher licenses needed. Some size-based pricing is shown in the "Products and Price" document uploaded in the "Product" folder.

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

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. - Moni Singh, President, SFK Franchising Inc

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_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