

**MASTER AGREEMENT #010725****CATEGORY: STEM Education Solutions and Equipment with Related Accessories, Supplies, and Services****SUPPLIER: The Prophet Corporation dba STEM Supplies**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Prophet Corporation dba STEM Supplies, 2525 Lemond St. SW, PO Box 998, Owatonna, MN 55060 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 14, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #010725) to Participating Entities. In-Scope solutions include:
- a) Teaching resources, curriculum, kits, videos, and Do-it-Yourself (DIY) activities;
- b) Sight, sound, and sensory learning tools;
- c) MakerSpace and fabrication laboratory (Fab Lab) equipment and products;
- d) Robotics, Artificial Intelligence (AI), and coding equipment and products;
- e) Design tools and educational or production-grade 3D printers;
- f) Virtual reality, augmented reality, or simulation devices and applications;
- g) Industrial and technical equipment or tools;
- h) Agricultural or plant science equipment and products; and
- i) Renewable or alternative energy educational products.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

**14) Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

**15) Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

**16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.



xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.



- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

**19) Grant of License.**

**a) During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

**c) Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

**20) Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

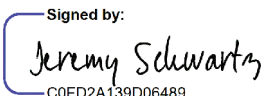
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

The Prophet Corporation dba STEM Supplies

Signed by:

  
C0FD2A139D06489...


By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 5/8/2025 | 3:09 PM CDT

DocuSigned by:

  
5B980DD853D344B...

By: \_\_\_\_\_

Ryan Reimers

Title: CFO

Date: 5/8/2025 | 2:37 PM CDT

# RFP 010725 - STEM Education Solutions and Equipment with Related Accessories, Supplies, and Services

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## Vendor Details

Company Name:	Prophet Corp.
Does your company conduct business under any other name? If yes, please state:	Gopher, Gopher Performance, Moving Minds, Play with a Purpose, STEM Supplies
Address:	2525 Lemond Street SW PO Box 998 Owatonna, MN 55060
Contact:	Carly Atkins
Email:	carlyatkins@gophersport.com
Phone:	952-841-9730
Fax:	888-319-7452
HST#:	411796468

## Submission Details

Created On:	Tuesday November 12, 2024 08:24:20
Submitted On:	Monday January 06, 2025 07:38:02
Submitted By:	Carly Atkins
Email:	carlyatkins@gophersport.com
Transaction #:	e6e50b72-d173-4291-878b-6034a30be19b
Submitter's IP Address:	68.46.4.47

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Prophet Corporation dba STEM Supplies	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	ZNQCJQHU35X5	*
5	Provide your NAICS code applicable to Solutions proposed.	N/A	
6	Proposer Physical Address:	2525 Lemond St SW, Owatonna, MN 55060	*
7	Proposer website address (or addresses):	www.stem-supplies.com	*
8	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):	Ryan Reimers, CFO, 2525 Lemond St SW, PO Box 998, Owatonna, MN 55060, ryanreimers@gophersport.com, (507) 444-1522	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Carly Atkins Marketing Operations Specialist 2525 Lemond ST SW, PO Box 998, Owatonna, MN 55060 contracts@gophersport.com 952-841-9730	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rachel Fees, STEM Supplies Brand Manager, 2525 Lemond St SW, PO Box 998, Owatonna, MN 55060, rachelfees@stem-supplies.com, (952) 746-9611	*

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>For over 75 years, the <b>Gopher Sport family</b> of brands has been serving teachers and students with engaging and exciting educational experiences. We know what makes for unforgettable, impactful learning environments and use that expertise to provide solutions that are easy to implement and hard not to love.</p> <p>STEM is more than just robots and building manipulatives – it's a comprehensive curriculum that prepares students for a 21st-century world. Since <b>2018</b>, STEM Supplies has brought innovative products into the classroom that immerse students in learning through creativity, inquiry, and collaboration. Our products encourage students to connect their learning to real-world applications, ensuring that STEM principles are accessible and engaging for all learners.</p> <p>We believe in making STEM education equitable, so our products are designed to be scalable across different grade levels, learning abilities, and classroom sizes. Whether used in traditional classrooms, STEM labs, makerspaces, or the field, our tools empower students to engage deeply with science, technology, engineering, and math concepts.</p> <p>At STEM Supplies, we also offer curriculum and teaching resources that support educators in delivering hands-on, inquiry-based lessons. <b>Our mission is to promote lifelong learning by fostering curiosity and critical thinking in every student.</b></p> <p>At the heart of our company are core values that guide our actions every day: create delighted fans, be dependable and trustworthy, be passionate about quality and excellence, and move fast to innovate and improve. Our commitment to these values is reflected in our dedication to providing innovative products, exceptional service, and an <b>Unconditional 100% Satisfaction Guarantee</b>, which resonates strongly with our customers. We strive to be the most trusted and approachable partner in STEM education, always finding new ways to enhance the learning experience for both students and educators.</p>
12	What are your company's expectations in the event of an award?	<p>In the event of an award, we expect our Sourcewell sales to continue to grow as more and more members are able to take advantage of STEM Supplies' high-quality products and top-tier customer service at a great price. We would also expect Sourcewell to provide us with <b>contact information for active Sourcewell members</b> to use for sales and marketing activities.</p> <p>We look forward to continuing to combine our marketing efforts with Sourcewells' to cross-promote the contract; growing sales and the number of Sourcewell members in the process.</p>
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>The Prophet Corporation is a privately-owned corporation registered in <b>Minnesota</b> and has been continually in existence since 1947. Our company employs about 200 people based in two locations in the state. Our Owatonna headquarters includes a majority of our employees as well as our 180,000 sq ft distribution center. Our secondary office location is in Edina, MN.</p> <p>The Prophet Corp. supplies equipment to the majority of U.S. K-12 school districts each year. We also supply equipment to other institution types including non-profits, libraries, Parks and Recreation departments, colleges and universities, churches, and government agencies.</p> <p>The last sentence in Sourcewell's RFP document states "Financial information provided by a Proposer is not considered trade secret under the statutory definition". Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591. Instead we included separately a recent <b>Dun and Brad Street credit report on our company.</b></p>
14	What is your US market share for the Solutions that you are proposing?	<p>Our market share for STEM Supplies within the U.S. is difficult to determine precisely, as most of this market is supplied by private companies without publicly available data. However, we believe the STEM Supplies brand holds a competitive and significant position in the market. This strength is due to our extensive and diverse product assortment across STEM, STEAM, and makerspace categories, making us one of the few providers offering comprehensive solutions that span all STEM subjects. Unlike many competitors who may focus exclusively on technology or have only a small segment dedicated to STEM, <b>STEM Supplies is fully centered on STEM education</b>, equipping us to serve a broad range of needs in schools and other learning environments.</p> <p>Through our parent company, the Prophet Corporation, we have longstanding relationships with most school districts across the United States, giving us valuable insight into the evolving needs of educators. This reach extends beyond K-12 schools to include government agencies, parks and recreation programs, public libraries, museums, zoos, Boys &amp; Girls Clubs, YMCAs, and other many other institutions. Our experience supporting both formal classroom settings and informal educational spaces uniquely positions us to address diverse STEM needs nationwide, solidifying our presence in the U.S. market for STEM products.</p>

15	What is your Canadian market share for the Solutions that you are proposing?	Since its inception in 2018, STEM Supplies has been active in the Canadian market. As in the U.S., precise market share data is challenging to obtain; however, we believe we maintain a competitive position within the market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	STEM Supplies operates both as a manufacturer and a dealer, providing a comprehensive array of products that serve the full spectrum of STEM education needs. For products that we manufacture, we maintain direct control over quality, innovation, and customer support. For products from other trusted brands, we have established agreements in place that allow us to sell these items alongside our own. In every case—whether the product is manufactured by STEM Supplies or another company—our commitment to customer satisfaction remains the same. We manage all aspects of customer support directly, ensuring a seamless experience from purchase through any potential post-sale needs.  This approach means that educators and institutions can rely on us as a single, dependable source for all STEM products, while we take full responsibility for resolving any issues or inquiries. This end-to-end support is a cornerstone of our service, allowing us to prioritize the needs of our customers and ensure they receive consistent, high-quality assistance with every purchase.	*
18	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.	No specific licenses or special certifications are required to sell the type of institutional equipment we offer.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The Prophet Corporation was pleased to have been awarded the International Customer Management Institute (ICMI) 2024 award for Best Small Contact Center (for Contact Centers that have 50 or fewer agents). In 2019, our Vice President of Logistics was awarded the 2019 Supply & Demand Chain Executive Pros to Know which is awarded to “the leaders and innovators shaping the profession and making a substantial impact of their companies”.	*
21	What percentage of your sales are to the governmental sector in the past three years?	2023 – 9% 2022 – 5% 2021 – 4%	*
22	What percentage of your sales are to the education sector in the past three years?	2023 – 83% 2022 – 86% 2021 – 86%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	STEM Supplies only holds a contract with Sourcwell.	*
24	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?	The Prophet Corporation is a Small Business Contract Holder with the U.S. General Services Administration (GSA). Contract Number: GS-03F-034GA	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Whitney Point Central School District	Christina Bolson	607-692-8277	*
Clayton County Public Schools	Delores Knight	770-473-2700 ext 700291	*
Luzerne Intermediate Unit 18	Jeff Zimmerman	570-287-9681 ext 1013	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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

Line Item	Question	Response *	
26	Sales force.	<p>Our <b>55-person Sales and Customer Care teams</b> have overlapping responsibilities and go above and beyond to ensure our customers are satisfied. The majority of our sales team is located in Minnesota and cover the United States, however two of our sales representatives cover Canada, one being located in Canada.</p> <p>Our Sales team's main focus is <b>building relationships</b>. They do this by attending trade shows, performing product training and personally visiting both customers and prospects.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>At Prophet Corporation, we take pride in managing every aspect of our customer interactions, service, and distribution directly. By staying fully involved in the ordering and fulfillment process, we ensure each customer receives an exceptional experience from start to finish. We have a team of over <b>25 employees working in the distribution center and 5 working in our logistics department</b>. Nearly all our products are distributed directly from our 180,000 square foot distribution center located in Minnesota. Everything in our distribution center is meticulously organized for efficiency and our packing machines automatically create cartons based on the size of each order. This is how we are able to get <b>95% of our orders received by 4PM CST out the door the same day</b>.</p>	*
28	Service force.	<p>Our Customer Service Team consists of <b>34 team members</b>, primarily located in Minnesota. They consistently process <b>99% of orders on the same day</b>, answer <b>95%+ of phone calls within 15 seconds or less</b>, and respond to <b>99% of emails within less than 8 business hours</b>. They are thoroughly trained to be fast, friendly, easy, and right which was recognized in 2024 with the ICMI award for the Best Small Contact Center.</p> <p>To ensure we are meeting our customer's needs promptly, we work with an outsourced contact center partner to maintain our full-time equivalent (FTE) requirements at all times. These resources are extensively trained on our processes and procedures before they begin assisting customers.</p>	*
29	Describe your service and support standards for your products (e.g., replacement plans, parts, etc.).	<p>STEM Supplies is dedicated to delivering exceptional service and support standards for all of our products, backed by our <b>Unconditional 100% Satisfaction Guarantee</b>. This guarantee ensures that every customer can buy with confidence, knowing that if they're not fully satisfied, we'll work to make it right—whether that means a replacement, repair, or refund.</p> <p><b>Our support includes comprehensive replacement plans, easy access to parts, and full customer care for both our own manufactured products and those from partner brands.</b> Regardless of the product's origin, we manage all service interactions directly, providing a seamless experience from purchase through any needed support. If a product requires repair or replacement, our team <b>moves quickly to resolve the issue</b>, allowing educators and institutions to focus on their STEM programs without delay. This guarantee and support model underscore our commitment to customer satisfaction and ensure the reliability and longevity of the products we offer.</p>	*

30	Describe the ways in which your products are scalable to the size of an eligible participating entity.	STEM Supplies products are <b>designed to be fully scalable</b> , accommodating the needs of a variety of institutions, from small programs to large educational entities. Many of our products are available in <b>individual, group, and classroom sets</b> , allowing customers to select quantities that match the size and scope of their STEM initiatives. This flexibility ensures that institutions can purchase precisely what they need to effectively engage students, regardless of program scale. Our sales and customer service teams are well-trained to assist customers in determining the optimal quantity of supplies for their specific STEM activities.  Additionally, we offer a <b>free online makerspace consultation service</b> , where customers can provide details about their unique space, school size, and program expectations. Within three days, a STEM Supplies representative responds with a tailored list of product recommendations that suit the customer's space, goals, and budget. This personalized approach ensures that each institution receives a <b>solution scaled to its exact requirements</b> , maximizing the impact of their STEM programming.	*
31	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Customers can choose to order through various channels and expect the same great customer service. <b>Phone:</b> Our Sales and Customer Care teams both take inbound order calls and answer within 15 seconds or less. <b>Email:</b> Customer emails are routed to appropriate recipients and answered within one business day. <b>Website:</b> Our website allows customers to shop our great products at any time, from anywhere. This year, we are launching customer-specific pricing on our website so that customers can view their contracted pricing directly from their online accounts. <b>Catalog and Direct Mail:</b> STEM Supplies mails over 500,000 catalogs and 300,000 other direct mail pieces annually. These catalogs are sent to every principal and STEM-related title in the country as well as additional contacts within those school buildings and many additional customers and customer segments that order from STEM Supplies. <b>Fax/Mail:</b> Although less common, our Customer Care team receives and processes orders through fax and mail every week!	*
32	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.	We serve customers through their preferred contact method, whether by email, phone, web, fax, or mail. Our commitment is to provide fast, friendly, and accurate service for every interaction.  During business hours (7 AM–5 PM CST), we answer phone calls within 15 seconds or less, and 99% of emails receive a response within one business day. After every order, customers are invited to complete a survey about their experience to help us uphold the highest standards of customer service.  <b>We use advanced workforce management tools for staffing, training, and performance measurement to consistently meet our high standards.</b>	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Most of our products are stocked in our 180,000 sqft warehouse in Owatonna, MN. Orders for products in our warehouse almost always leave our facility the same day if the order is received before 4pm CT. Parcel shipments reach all lower-48 states in <b>5 business days or less</b> . Shipments to Alaska and Hawaii arrive in <b>14 days or less</b> .	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We can ship to <b>any location in Canada</b> . Parcel shipments reach non-remote Canada in <b>8 business days or less</b> and shipments to northern Canadian territories arrive in <b>14 days or less</b> .	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
36	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
37	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We service all parts of the U.S. and its territories. Shipments to Hawaii, Alaska, and US territories are charged full price for both parcel and less-than-truckload (LTL) shipments.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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39	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>1) <b>Catalog Marketing</b> – our 136-page catalog is circulated 3 times per year and remains a highly effective way to reach new and existing customers in the US and in Canada. We will continue to feature the contract on the back cover of our catalog, reaching <b>hundreds of thousands</b> of potential users each year.</p> <p>2) <b>Direct Mail Marketing</b> - We send <b>3-5 direct mail pieces</b> each year to 200-500K contacts. We have the ability to add our Sourcewell contract information to these pieces to raise awareness of our agreement to this audience.</p> <p>3) <b>Website</b> – We will continue to maintain our dedicated landing page that provides detailed information about the contract and Sourcewell as an organization.</p> <p>4) <b>Email</b> – <b>Within 30 days of award</b>, STEM supplies will send emails to both current customers and additional contacts in our extensive email database to announce the new award and provide details on where to learn more about the agreement. We would continue to promote our Sourcewell partnership in email as appropriate throughout the length of the agreement.</p> <p>5) <b>Sales Team</b> – We will continue to mention Sourcewell on any future call campaigns from our sales team as a way to introduce cooperative purchasing and the advantages of the Sourcewell contract.</p> <p>6) <b>Conferences</b> – We will continue to utilize Sourcewell in our presence at all conferences and trade shows with signage in our booth and literature to share with customers.</p> <p>7) <b>Social Media</b> – <b>Immediately following the award</b>, STEM Supplies would announce the partnership on our social media channels (Facebook, X, and Instagram).</p> <p>In addition to external marketing efforts, we will continue to ensure the contract is maximized by training all staff on the contract details, the benefits of the contract, and how to best inform our customers of the benefits of using the Sourcewell agreement while purchasing goods and services from STEM Supplies.</p> <p>More detailed examples can be found in the attached 'STEM Supplies Marketing Samples' document.</p>
40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our multi-channel approach to marketing is key to our success. Because of this, our team meticulously tracks our digital data to ensure we are reaching our target audience, no matter the channel.</p> <p>1) <b>Search Engine Optimization</b> – Our website is constantly being optimized to ensure search engines like Google and Bing are showing goods, services, and resources from STEM Supplies to potential buyers.</p> <p>2) <b>Digital Advertising</b> – We invest in various forms of online advertising from multiple ad platforms to attract customers that are looking for STEM/STEAM goods and services (e.g. Google ads). We target our core customers in education and government with our advertising campaigns.</p> <p>3) <b>E-Commerce</b>: Our website is easy to find, navigate and shop on because of our prioritization of the customer experience. This year, we are introducing customer specific pricing which will allow Sourcewell members to sign in and view contract pricing at any time.</p> <p>4) <b>Content Marketing</b> – We provide articles and blogs written by STEM educators to share with our customers in an effort to help educate them and solve their most common problems. We promote this content through social media, email and through search engine optimization, bringing new and prospective visitors to our website.</p> <p>5) <b>Email Marketing</b> – We actively email our customers and potential customers to keep them informed on new equipment and services. We have built an expansive email database that keeps us top of mind with our market and we utilize a marketing automation platform as an email service provider to ensure excellent deliverability of all our campaigns.</p> <p>More detailed examples can be found in the attached 'STEM Supplies Marketing Samples' document.</p>
41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>If a new contract is awarded, we would expect Sourcewell to advertise the contract to its members through various channels including email and its in-market sales team, if applicable.</p> <p>The contract will remain integrated in our sales process. Currently, our sales team is trained to inquire about customers' contract statuses to ensure contract pricing is applied on all orders applicable. Additionally, STEM Supplies actively works with groups who have STEM funding and grants, and we will continue to align our conversations with these entities to include information about Sourcewell and the benefits of using cooperative purchasing.</p>



42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are available through <b>EqualLevel and Skyward, which are cloud-based marketplaces and eProcurement systems</b> that easily integrate with customers' procurement processes. This year, we will launch customer-specific pricing on our website so customers can view their contracted pricing directly from their online accounts.	*
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**Table 5A: Value-Added Attributes (150 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *	
43	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Since 2020, STEM Supplies has offered the <b>Start to STEM Program</b>, a comprehensive equipment, curriculum, and professional development service. STEM Supplies created this service to easily introduce STEM into schools, recognizing that starting a STEM program can be a daunting task for teachers, schools, and districts. Customers have the option to purchase just the equipment, the equipment and the curriculum manual, or a complete pack that <b>additionally includes a 4-hour virtual professional development workshop</b> specifically designed for their school's or district's needs. During this training workshop, participants learn about the best practices for using the equipment in their Start to STEM kit and executing lesson plans in the kit's curriculum manual to reach the most learning objectives.</p> <p>We currently offer six different <b>Start to STEM topics</b>: robotics and coding, simple machines, mathematics, kinesthetic STEM, earth and space science, and makerspace. The curriculum manual included in these packs is aligned to widely-accepted STEM education standards related to the topic area including but not limited to the Next Generation Science Standards, K-12 CSTA Computer Science Standards, and Common Core Math Standards. The training helps educators navigate these standards and scale the lessons based on student grade level, class size, and the standards followed by that state. These training workshops are led by our STEM Supplies Brand Manager, Rachel Fees, who holds a masters in STEM education and previously conducted teacher professional development workshops as her full-time career when previously employed by the United States Naval Academy STEM Center for Education and Outreach for over four years.</p> <p>In addition to our proprietary Start to STEM program, we also are a reseller curriculum programs that include virtual professional development run by the vendors who developed the products. Those programs include trainings for drones, robotics, virtual reality, and other innovative technologies. STEM Supplies connects our customers to these trainings based on the specific needs of the schools and districts that we work with.</p>	*
44	Describe any technological advances that your proposed Solutions offer.	We offer over 300 individual technology products from major innovative categories including 3D printing, drones, virtual reality, media production, robotics, and coding. While geared towards K-12 students, this equipment utilizes the same cutting-edge <b>technologies found in real-world applications of STEM</b> . For example, students gain first-hand experiences assembling PC boards, programming a drone to fly, utilizing virtual reality headsets to explore unreachable locations like the bottom of the ocean, filming Claymation movies, or 3D printing creations of their own imaginations. We ensure that the products we carry are using the most up-to-date technologies, frequently replacing outdated equipment with the latest versions that are responsive to an ever-changing technological landscape. Many of our technology products are aligned to national computer science and technology standards including ISTE and K-12 CSTA Standards, ensuring that learning objectives align with societal technological advances.	*
45	Describe what innovations you are bringing to the market, and how these innovations align with future trends in STEM Education.	<p>STEM Supplies is not only a reseller; we're also proud to offer our customers innovative and proprietary solutions that they won't find anywhere else. STEM Supplies offers over 300 <b>"Only From STEM Supplies" (OFSS) products</b> that align to real-world and career relevant science, technology, engineering, and math fields. For example, we have unplugged computer science products that teach students the complexities of programming, algorithms, sequences, logic, and troubleshooting in engaging and hands-on ways that align with real applications of innovative technology. All of our OFSS products come with lesson directions to make implementing STEM solutions easy on the educator and fun and informative for the student. To design our proprietary products, we look towards not only <b>STEM education trends, but also towards STEM careers and fields</b>.</p> <p>In addition to our OFSS products, we also offer our Start to STEM curriculum line which currently has six innovative and real-world topics that are crucial to STEM fields including but not limited to Robotics &amp; Coding, Simple Machines, and Earth &amp; Space Science. All of our Start to STEM packs come with two-weeks' worth of lesson plans that are aligned to national and state education standards including the Next Generation Science Standards, Common Core State Standards, and the K-12 Computer Science Teachers Association Standards.</p> <p>We also offer the most innovative products in our assortment, including the latest technologies in drones, virtual reality, robotics, and 3D printing. Many of our products are also responsive to career and technical education (CTE) by having career-focused learning objectives including fields like forensics, engineering, podcasting, and more.</p>	*

46	Describe how your solutions align with state education standards for STEM subjects.	<p>Many of our products come with standards-aligned lesson directions or curriculum manuals. Depending on the product, this may cover the Next Generation Science Standards, Common Core State Standards, ISTE Standards, K-12 CSTA Standards, or even SHAPE Physical Education Standards. It is our goal to carry as many curriculum and standards-aligned products as possible, recognizing that teachers have to be responsive to these standards in their classroom, and our objective is to help them in that as much as we can. Currently, we have over 250 product offers that come with lesson directions or curriculum.</p> <p>Our curriculum packs offer a turn-key solution for teachers to integrate STEM education into their classroom. The packs include all the equipment required for a full class size, comprehensive curriculum manuals aligned to national and state education standards, and many offer virtual professional development to cover the content and standards outlined in the manual.</p>	*
47	Provide information on the availability and accessibility of state education standards within your offered solutions. If the standards are integrated and searchable on your website, describe the search functionality and the resources available to help educators easily locate and apply the relevant standards within your offered solutions.	<p>We flag all of our products that come with curriculum in our catalog and on our website with a book icon located near the name of the product. The standards that the product aligns to are named in the product offer copy both in printed catalogs and on the website. If the standards mapping is available, those specific standards are listed in a "Standards Alignment" tab on the product detail page of our website. Additionally, we post a curriculum sample image on products where available, so customers can quickly and easily see an example of what will arrive with their product. We have plans in 2025 to expand our curriculum accessibility on our website by developing search facets for specific standards, like the Next Generation Science Standards.</p> <p>In addition to advertising these standards, all mapped standards are included in the curriculum manuals that come with the products so the teacher has access while using the product. These standard maps include the standards identifier, the name of the standard, and a description of what that standard is.</p> <p>Our sales team has extensive training and knowledge about the products that include curriculum. If a customer has product questions or would like to see any samples of lesson directions or curriculum, we are able to provide those to them quickly.</p>	*
48	Describe the ways in which your offerings may be customized and deployed.	<p>Many of the products that we offer have options for different pack sizes making them accessible for large class sizes of 24-30 students, small group sizes of 3-4 students, or individual kits. We also offer products in different sizes which may work in different spaces. For example, our Mathemactive Soma Puzzles come in a giant size (4 feet tall), a midsize (30" tall), and a mini (18" tall) size. The giant size may be appropriate for camps or gymnasiums where the mini size is great for the classroom. We're intentional when we develop our proprietary offers to be responsive to different class and space sizes and therefore offer different solutions with the same learning objectives.</p> <p>Our offerings are designed for seamless implementation, with nearly all products ready to use immediately. For our proprietary items, we provide detailed lesson directions that include lesson activities and learning objectives that can be scaled for the students' grade levels or abilities. These lessons also feature additional content to extend the activities, ensuring flexibility and adaptability. Additionally, many of the products we resell come with comprehensive curriculum and usage guidelines, equipping customers with best practices for implementation and customization.</p> <p>Our Start to STEM program is offered in three ways: equipment-only package, equipment plus curriculum manual package, or an all-inclusive equipment, manual, and professional development package. We work with educators to help them customize their program to fit their needs.</p> <p>We offer personal solutions through services like our makerspace consultation and grant assistance program. By collaborating directly with customers, we provide unique product recommendations tailored to their specific needs, whether for a school, district, makerspace, classroom, fabrication lab, or STEM space. After gathering initial details—such as class size, space layout, and local standards—we deliver a customized list of recommendations within three business days. We then work closely with the customer to refine these recommendations until the ideal solution is achieved, ensuring a fully customized and effective deployment.</p>	*
49	Describe how your offerings integrate with other curricula, platforms, or solutions.	<p>Our products are designed to integrate seamlessly with a wide range of curricula, platforms, and solutions, making them scalable for various class sizes, institutions, or municipalities. Customers from diverse settings—including schools, government agencies and military bases, camps, afterschool programs, libraries, science museums, and zoos—choose our offerings because of their adaptability and compatibility. Many of our products are hands-on, making them a natural fit for most curricula. Additionally, many offerings are explicitly aligned with the widely adopted Next Generation Science Standards (NGSS) or Common Core State Standards (CCSS). Our robotics products connect via Bluetooth to Apple, Microsoft, Chromebooks, and other computer and tablet platforms, eliminating the need for additional technology purchases. We also collaborate with customers to identify the best equipment that aligns with their educational goals, standards, and institutional needs.</p>	*

50	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Our biggest focus in reducing our environmental footprint is through <b>mindful distribution practices</b>. We’ve streamlined our <b>packaging process</b> to minimize box sizes for shipping orders, ensuring efficiency and sustainability. We use <b>airbags</b> for item protection in shipping boxes instead of environmentally harmful materials like crumpled paper or packing peanuts. By optimizing packaging space, we guarantee that customers receive undamaged products, eliminating the need for environmentally unfriendly return and replacement shipments.</p> <p>We recycle both in our offices and in our warehouse. We built our current building in 2007-2008 and incorporated as many energy-efficient best-practices as was financially feasible, including very high efficiency heating and cooling systems, radiant heating in the floors of our office, and motion-detecting florescent lighting in our warehouse.</p>	*
51	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
52	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>N/Other vendors have just a single category of science, technology, engineering, or math products while we have built our entire business around STEM, STEAM, and makerspace education. This means that we carry all of the products that an institution needs for implementing a high-quality STEM or STEAM program, making a quicker, easier, and friendlier shopping experience for the customer. We carry a great assortment of national brand items in addition to our OFSS offerings making STEM Supplies a leading STEM and STEAM education partner for schools, afterschool programs, camps, libraries, and more. We keep our assortment current, introducing hundreds of new products each year that are innovative, high-quality, hands-on, and engaging.</p> <p>We offer over 300 products designed by and developed by STEM Supplies and these products are not found anywhere else. Each Only From STEM Supplies (OFSS) product is designed specifically to promote learning by doing, taking a kinesthetic approach to STEM education. Our OFSS product assortment covers all STEM topic areas, relating teachings to real-world STEM applications. Our OFSS solutions include our popular Mathemactive product line of life-size math puzzles and games, our Start to STEM equipment and curriculum packs, My STEM Supplies individual supplies packs, and hundreds of other engaging, and hands-on class solutions.</p> <p>We know that our service is the best in the industry. Our customer service team is IMCI's 2024 Global Contact Center Award winner for the best small contact center. Our customers love our customer service team for their friendliness, care and efficiency. In-stock products ship that same day on over 99% of orders and arrive at almost any location in the continental 48 states no more than 4 business days after the order is received. Many locations receive their order in 1 or 2 business days after ordering. Our customers can shop with confidence knowing that all orders are backed by our Unconditional 100% Satisfaction Guarantee. This guarantee means that if a customer is not satisfied with a product for any reason at any time, we will replace the product or refund their money.</p> <p>Our company is built around servicing K-12 and other government entities at the city, state, and national level. The Prophet Corporation has been serving these institutions for over 75 years and we know what it takes to make a customer's experience simple, fast, and excellent. As a brand, STEM Supplies does everything it can to put the customer first by supplying a wide range of products, providing informed suggestions for our customers' unique needs, and helping institutions every step of the purchasing process.</p>	*

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
53	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
59		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
60		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
61		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Our payment terms are net <b>30</b> . We accept many payment methods including credit card, check, and purchase order. We also offer financing options. Credit cards are only accepted at the time of order.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	STEM Supplies will accept purchase orders from recognized schools, businesses, and other institutional settings. We offer open terms for credit approved accounts, net 30 days. We offer lease and financing options for the purchase of capital items through a third party.	*
64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Our standard transactions documents will not differ between a contract customer and non-contract customer. We do not have terms and condition documents or service level agreements for our customers.	*
65	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?	STEM Supplies accepts P-Cards with no additional cost. <b>P-Cards must be used for payment at the time of order</b> , they cannot be used as payment on an invoice.	*

66	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.	<p>Line item discounts of 3% off all "Only From STEM Supplies" products (designated with a blue 'S' icon in our catalog and on our website). Line item discounts of 11% off our current published price on all other products. Specific exclusions apply, see our price proposal for further details.</p> <p>Our published price on products typically changes annually, and rarely a product or group of products changes price more than once during the year due to changes in material costs or other factors. In those situations, the Sourcewell Contract discount would be applied to the most current published price.</p> <p>Detailed product pricing can be found in the attached Pricing document.</p> <p>*Our published prices for U.S. customers are in U.S. dollars. Our published prices for Canadian customers are in Canadian dollars.</p>	*
67	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.	For all science, technology, engineering, mathematics, makerspace, and multimedia items, there will be an 11% off discount of our current published price, excluding Only From STEM Supplies Products. Only From STEM Supplies products, marked with a blue 'S', will receive a 3% discount. An additional volume tiered discounting strategy will also be made available regardless of the product type (as noted in our response to the question #55 for any quantity or volume discounts or rebate programs offered).	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	Escalating volume discounts of the following amounts will be issued at time of order: \$10,000-\$24,999 - 1% off \$25,000 - \$50,000 - 2% off Over \$50,000 - 3% off	*
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We can easily procure and supply products that we don't normally stock from our existing suppliers. In those situations, we would calculate a published price for the product according to the same method we calculate the published prices on other items from that supplier. Then we would apply the Sourcewell discount to arrive at the Sourcewell customer's final price.	*
70	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.	Sales tax collected will be charged according to the laws of each taxing authority and the tax-exempt status of each customer. We are also experienced in working with tax exempt organizations, and those exemptions would be honored for eligible tax-exempt Sourcewell customers.	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Orders over \$100 that ship by parcel method from our warehouse using our standard delivery method to any of the 48 states will ship with no additional shipping charges. Orders under \$100 that ship by parcel method from our warehouse using our standard delivery method to any of the 48 states will be charged a flat rate of \$8.</p> <p>Orders that ship by truck to any of the 48 states will have the shipping charge calculated at time of purchase and be assessed the full shipping charge. The truck or LTL shipping charge is calculated using the delivery zip code and shipment dimensions.</p> <p>If the shipping location has no loading dock, and the order requires shipment by truck, a liftgate-equipped truck is required for delivery and an additional \$105 is added to the cost of shipping.</p> <p>Expedited or overnight shipping charges, if needed, will be calculated at the time of the order. Any additional shipping/delivery services that are requested will have the charges calculated at the time of the order.</p>	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Parcel and truck shipments to Alaska, Hawaii and many Canadian addresses will be calculated at the time of the order and charged full shipping. Our shipping price is calculated using the delivery postal code and shipment dimensions/weight. Parcel and truck shipments to parts of Canada identified as "Remote Locations" by UPS will have shipping charges calculated at the time of the order.	*



73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We are committed to ensuring our customers receive their orders quickly and without issue. Whether consolidating multiple orders into a single shipment or accommodating deliveries to multiple locations, our goal remains the same: to provide convenience and satisfaction. Our shipping processes are meticulously designed with over-engineered materials and methods, including high-crush strength boxes and expert packing techniques. From properly filled boxes with no voids to additional safeguards like shrink-wrapping or wooden crating when necessary, <b>we prioritize ensuring every product reaches our customers undamaged and ready to use.</b>	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As with all contracts, <b>we require Sourcewell members to mention the contract during the order process</b> to receive pricing. When the contract is mentioned, the sales or service person will apply a specific Sourcewell price code to the order which will automatically adjust the items to the discounted price. This makes quarterly reporting extremely simple, accurate, and timely. We have also streamlined our internal reporting process with the addition of a Marketing & Contract Specialist role who will continue to be responsible for reporting on the Sourcewell contract and coordinating payment of the administrative fee.	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	1) Growth in institutional customer count 2) Growth in number of accounts using the Sourcewell Contract 3) Sales growth of those accounts using the Sourcewell Contract vs. sales growth for all other institutional accounts (stratified by customer type) 4) Average order size of accounts using the Sourcewell Contract vs. average order size of all other institutional accounts (stratified by customer type) 5) Order frequency of accounts using the Sourcewell Contract. vs order frequency of all other institutional accounts (stratified by customer type)	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<b>1.5%</b> of net sales on orders invoiced and paid where customer uses the Sourcewell Contract.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments	
77	The pricing offered is <b>as good as or better than</b> pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We are offering a higher discount rate than with our previous Sourcewell contract.	*

**Table 7A: Depth and Breadth of Offered Solutions (150 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *	
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78	Provide a detailed description of all the Solutions, including used, offered in the proposal.	<p>STEM Supplies offers a comprehensive selection of equipment, products, and services designed to immerse students in STEM and STEAM principles, connecting classroom learning to real-world applications. Our products encourage hands-on learning, fostering creativity, inquiry, and collaboration as students experience STEM concepts in action.</p> <p>We provide resources across several major product categories:</p> <p><b>Science:</b> Equipment and materials that cover a wide range of scientific disciplines, helping students explore and understand fundamental scientific concepts.</p> <p><b>Technology:</b> Tools and resources for students to develop critical skills in coding, robotics, and digital literacy.</p> <p><b>Engineering:</b> Products that support students in designing, building, and testing solutions, giving them insights into real-world engineering practices.</p> <p><b>Mathematics:</b> Hands-on tools and manipulatives to make abstract math concepts more tangible and accessible.</p> <p><b>Makerspace:</b> Supplies that support creative, hands-on projects in dedicated makerspace environments, enabling students to experiment, build, and innovate.</p> <p><b>Afterschool:</b> A diverse range of games, activities, STEM tools, and curriculum materials specifically designed for afterschool programs. These resources are tailored to engage students outside the traditional classroom, supporting enrichment in a flexible, informal learning environment.</p> <p><b>Collaborative Workspaces:</b> Active and flexible furniture and storage solutions that promote collaborative, dynamic learning environments. These products include flexible seating, mobile desks, and modular storage, helping schools and other educational settings create adaptable spaces for teamwork and hands-on projects.</p> <p>Within each of these categories, we offer several subcategories that delve into specialized areas, covering the wide array of real-world applications students will encounter in STEM fields.</p> <p>One of our distinguishing factors is our large selection of exclusive products, manufactured by STEM Supplies and unavailable through any other supplier. Each of these products is designed with a kinesthetic approach to learning, aligning with our belief that students best absorb STEM concepts by immersing themselves in the roles of STEM professionals. These products engage students directly in a hands-on exploration of each STEM topic, promoting essential 21st-century skills critical for success in education and STEM careers.</p> <p>Beyond products, we offer extensive support to educators and institutions, including free makerspace consultations, standards-aligned lesson plans and curriculum, toolkits, and other resources. Our team understands that a robust STEM education requires more than just tools; it also needs thoughtful instructional resources and support. Over time, we've built a comprehensive array of services that our customers rely on for the latest guidance in STEM and STEAM education, ensuring they have the resources to deliver impactful learning experiences.</p>
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79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	3D Printing Aerodynamics Alternative Energy Architecture Art Banners & Posters Biology Books Buildings Blocks & Kits Chemistry Coding and Robotics Device Charging and Storage Drones Earth Science Electricity and Magnetism Engineering and Structures Environmental Science Forces and Motion Forensics Fractions and Ratios Geometry Hydraulics and Pneumatics Light and Sound Makerspace Math Games Meteorology and Weather Microscopes Modeling Kits Motors Numbers and Quantity Oceanography Origami Physics/Physical Science Physical Education STEM Packs/STEM Sports Pollutants Renewable Energy Sensors Simple and Complex Machines Storage and Mobile Carts STEM Labs and Curriculum STEAM and STEM Kits Tables Teaching Accessories Tools Video Production Virtual Reality
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**Table 7B: Depth and Breadth of Offered Solutions**

Indicate below if the listed types or classes of Solutions are offered within your proposal. Additionally, provide a brief description and any relevant comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
80	Teaching resources, curriculum, kits, videos, and Do-it-Yourself (DIY) activities.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies offers a wide variety of teaching resources (e.g. books), curriculum (e.g. Start2STEM program), kits (e.g. CreateKit Machines Kit), videos (on STEM Universe), and DIY activities (e.g. Bristlebots).	*
81	Sight, sounds, and sensory learning tools.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies carries several different physics, waves, optics, and sound activities.	*
82	MakerSpace and fabrication laboratory (Fab Lab) equipment and products.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Makerspace is one of our major product categories. We offer building kits, tools, solutions, and more for makerspaces and fabrication laboratories.	*
83	Robotics, Artificial Intelligence (AI), and coding equipment and products.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Technology is our top-selling category and we carry a wide variety of robotics, computer programming, drones, and more.	*
84	Design tools and educational or production-grade 3D printers.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies offers several different models of 3D printers for varying needs. We offer have a number of modeling and design tools like a vacuum former.	*
85	Virtual reality, augmented reality, or simulation devices and applications.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies offers virtual reality packs as well as several video production products.	*
86	Industrial and technical equipment or tools.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies has several offerings for tools and safety equipment, held at industry standards.	*
87	Agricultural or plant science equipment and products.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies offers several solutions that explore plant science.	*
88	Renewable or alternative energy educational products.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies offers several alternative energy products that cover topics like wind energy, solar energy, and fuel cells.	*
89	Technology and services to the extent that they are complementary and directly related to the solutions described in 80 - 88 above, including hardware and software, training, professional development, accreditation, certification or credentialing, installation, maintenance or repair, support, and warranty programs. However, this solicitation should NOT be construed to include "service-only" or "software-only" solutions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies offers hardware that supports professional development training opportunities through our Start2STEM program, and licenses for some technology platforms. All items carry by STEM Supplies are backed by our 100% Unconditional Satisfaction Guarantee.	*

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 90. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

## Documents

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

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

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

- [Pricing](#) - Final Pricing.pdf - Thursday December 12, 2024 10:07:54
- [Financial Strength and Stability](#) - Dun and Bradstreet Report (1).pdf - Monday December 09, 2024 13:56:33
- [Marketing Plan/Samples](#) - STEM Supplies Marketing Samples (2).pdf - Monday December 16, 2024 09:21:28
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - STEM Supplies Curriculum Samples for Sourcewell.pdf - Monday December 09, 2024 13:55:12

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Ryan Reimers, Vice President & Treasurer, The Prophet Corporation

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 obligations contemplated in the solicitation proposal.

☒ 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_11_STEM_Education_RFP010725 Mon December 30 2024 04:34 PM	<input checked="" type="checkbox"/>	2
Addendum_10_STEM_Education_RFP010725 Fri December 27 2024 09:18 AM	<input checked="" type="checkbox"/>	1
Addendum_9_STEM_Education_RFP010725 Tue December 24 2024 11:10 AM	<input checked="" type="checkbox"/>	3
Addendum_8_STEM_Education_RFP010725 Fri December 20 2024 03:10 PM	<input checked="" type="checkbox"/>	2
Addendum_7_STEM_Education_RFP010725 Fri December 13 2024 03:07 PM	<input checked="" type="checkbox"/>	2
Addendum_6_STEM_Education_RFP010725 Wed December 11 2024 03:32 PM	<input checked="" type="checkbox"/>	2
Addendum_5_STEM_Education_RFP010725 Mon December 9 2024 08:40 AM	<input checked="" type="checkbox"/>	1
Addendum_4_STEM_Education_RFP010725 Thu December 5 2024 08:38 AM	<input checked="" type="checkbox"/>	1
Addendum_3_STEM_Education_RFP010725 Tue December 3 2024 03:36 PM	<input checked="" type="checkbox"/>	1
Addendum_2_STEM_Education_RFP010725 Tue November 26 2024 11:31 AM	<input checked="" type="checkbox"/>	2
Addendum_1_STEM_Education_RFP010725 Tue November 12 2024 03:04 PM	<input checked="" type="checkbox"/>	2