

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Prophet Corporation dba STEM Supplies, 2525 Lemond St. SW, Owatonna, MN 55060 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for STEM Curriculum Solutions and Equipment with Related Accessories, Supplies, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 1, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

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

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

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

Minimum Limits:
\$2,000,000

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

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

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Prophet Corporation dba STEM Supplies

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
5/25/2021 | 8:51 PM CDT
Date: _____

DocuSigned by:
Ryan Reimers
By: 5B980DD853D344B...
Ryan Reimers
Title: CFO
6/8/2021 | 2:26 PM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
6/8/2021 | 4:40 PM CDT
Date: _____

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

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: Ryan Reimers

Email: ryanreimers@gophersport.com

Phone: 800-847-5331 1522

Fax: 888-319-7452

HST#: 411796468

Submission Details

Created On: Wednesday March 17, 2021 10:22:18

Submitted On: Thursday April 01, 2021 12:03:24

Submitted By: Ryan Reimers

Email: ryanreimers@gophersport.com

Transaction #: a002a81d-aa21-4a79-b2d7-5ce268318717

Submitter's IP Address: 209.170.226.146

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Prophet Corporation d/b/a STEM Supplies
2	Proposer Address:	2525 Lemond St SW, Owatonna, MN 55060
3	Proposer website address:	www.stem-supplies.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ryan Reimers, CFO, 2525 Lemond St SW, PO Box 998, Owatonna, MN 55060, ryanreimers@gophersport.com, (507) 444-1522 Matt Ginskey, VP Marketing, 2525 Lemond St SW, PO Box 998, Owatonna, MN 55060, mattginskey@gophersport.com, (507) 444-1506
5	Proposer's primary contact for this proposal (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
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Stapp, Brand Sales Manager, 2525 Lemond St SW, PO Box 998, Owatonna, MN 55060, jessestapp@gophersport.com, (855) 500-3620

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>STEM Supplies is a business unit under the 73-year-old, Minnesota-based company, the Prophet Corporation. In early 2018, STEM Supplies was formed to expand how the Prophet Corporation serves the educational community who have a growing need for STEM products and services. The implementation of science, technology, engineering, and mathematics in educational and government spaces is more than a phase, and rather, a fundamental part of 21st century learning skills. As a leader in serving educational institutions, the Prophet Corporation wanted to help organizations implement high-quality STEM products that give real-world applications to learning and has done this through STEM Supplies.</p> <p>The integration of science, technology, engineering, and mathematics (STEM) in education is crucial to building 21st century skills like problem solving, critical thinking, and technical literacy. STEM is taught differently than other topics, embracing a hands-on and kinesthetic approach to learning. Students benefit from STEM when taught through engaging equipment that puts the learner in the role of a real-world STEM professional. STEM pedagogy creates a pipeline that leads students to develop skills crucial for the STEM workforce and for any challenge ahead, and STEM Supplies is proud to be a supporter in that process.</p> <p>STEM Supplies was formed to embrace these STEM ideologies. Our products give students the opportunity to learn complex science, technology, engineering, and math ideas through engaging hands-on and inquiry-based pedagogy no matter where learning happens. Our high-quality equipment is an integral part of the traditional classroom, a STEM lab, a makerspace, or out in the field. In addition to equipment and tools, we provide teaching resources, curriculum, and activities recognizing that STEM is more than a flashy robot, but instead, an entire methodology to expand students' skill sets and knowledge.</p> <p>At STEM Supplies, we also recognize that STEM needs to be made accessible for all students. For this reason, we only sell products that are scalable across different grade-levels, learning abilities, class sizes, and institutions. We believe that all students should have a fair and equitable STEM education, and we are proud to provide equipment and resources that students and educators alike can relate to and engage in.</p> <p>Our company's core values are Kindness and Respect, Integrity, Customer Satisfaction, Accountability, Initiative, Sales and Profit Growth, and Fun. These values are evident in the products we provide and the relationships we have with our customers. Our customers tell us they love us because of our innovative products, our truly great service, and our Unconditional 100% Satisfaction Guarantee. We get excited by the challenge of inventing new ways to improve the results and increase the enjoyment of STEM education. We strive to be the easiest, most trustworthy company for our customers to do business with.</p>
8	What are your company's expectations in the event of an award?	<p>We expect an increase in business as a result of new customers who may buy exclusively from vendors on the Sourcwell Contract, as well as increases in sales to our existing customers who may choose to use the Sourcwell Contract instead of the more time-consuming bid process. We also expect Sourcwell to provide us with any contact information about active Sourcwell accounts that we could use for sales and marketing activities to make those agencies aware that they can now purchase STEM Supplies equipment using their Sourcwell agreement. Ultimately, we hope to get high-quality STEM products into more classrooms and institutions to further STEM instruction and understanding.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Prophet Corp is a privately-owned corporation registered in MN and has been continually in existence since 1947. We own our 180,000 square foot distribution center and headquarters, which we built new in 2008 and where most of our almost two hundred team members work. We supply equipment to the majority of US K-12 school districts every year. We also supply equipment to thousands of other institutions each year including city, state and not-for-profit entities.</p> <p>The second to last sentence in Sourcwell'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 PDF with some key financial ratios from our auditor, a recent Dun and Brad Street credit report on our company, and a reference letter from our commercial bank Wells Fargo.</p>

10	What is your US market share for the solutions that you are proposing?	<p>Most of the market is supplied by privately-owned companies like us, so market share information is difficult to accurately ascertain. We believe the STEM Supplies brand to hold a competitive share in the market due to our depth and breadth of STEM, STEAM, and makerspace product assortment. STEM Supplies is unique in the market because we carry so many different products from all STEM topic areas, whereas many competitors are niche to technology only or STEM products are only a small part of their business. Our entire business is focused around STEM and we have the ability to serve many different institutions with our assortment.</p> <p>Through our parent company, the Prophet Corporation, and all of our school-serving brands, we have long-established relationships with the vast majority of school districts in the United States. All of our brands provide educational products to schools, and that gives us a very good understanding of the needs of educators. Additionally, STEM Supplies serves many institutions outside of the K-12 sphere including military bases (Child Development Centers, DoDEA schools, Youth Activity Centers, etc.), government agencies, parks and recreation programs, public libraries, museums, zoos, Boys & Girls Clubs, YMCAs, and more. Altogether, we recognize that STEM education is not restricted to the classroom and have a deep understanding of how STEM functions in both formal and informal spaces. This makes us able to serve a large community of the US market.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	We have been selling into Canada since STEM Supplies was formed in 2018. Like in the US, we believe that we hold a competitive share in the market and are able to supply our wide-variety of STEM offerings to this market just as easily as we can in the United States.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>We are both a manufacturer and a dealer. We have products manufactured for us under our own brand names (example: STEM Supplies brand FabricationStation) and we are the exclusive seller of these types of products. We also sell other company's products (example: Copernicus brand STEM Maker Station) as a distributor. In both cases, the vast majority of the products we sell are used by the customer right out of the box.</p> <p>The products we distribute are from various manufacturers, all of which we have an agreement with to sell their products. Our long-standing partnerships with these manufacturers allow us to offer excellent selection and pricing to our customers. Each manufacturer is carefully selected based on product assortment and quality. Our ability to offer many different products from a variety of manufacturers offers our customers greater flexibility and a wider variety of choices to purchase everything they need for their entire project. This makes STEM Supplies a convenient one stop-shop, something our customers truly value in making their purchasing process simple and hassle-free.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	No specific licenses or special certifications are required to sell the type of institutional equipment we offer. We follow all state and federal (including Canada) rules and laws that apply to us concerning business registration, sales tax collection, sales tax remittance, tax filing, and other requirements as called for.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	The Prophet Corporation was pleased to receive the ICMI (International Customer Management Institute) Best Contact Center for 2018. 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".
17	What percentage of your sales are to the governmental sector in the past three years	2018 – 1% 2019 – 1% 2020 – 3% 2021 YTD – 6%
18	What percentage of your sales are to the education sector in the past three years	2018 – 93% 2019 – 83% 2020 – 83% 2021 YTD – 89%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	STEM Supplies does not currently hold any cooperative purchasing contracts for STEM curriculum solutions and equipment with related accessories and services as outlined in this request for proposal. The Sourcewell agreement would be our sole focus!
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Prophet Corporation is a Small Business Contract Holder with the U.S. General Services Administration (GSA). Contract Number: GS-03F-034GA

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Woodsfield Elementary School	Mike Elliott	740-472-0953
Kentucky State University	Travella Free	502-597-6261
Montebello Unified School District	Daniel De La Vega	562-743-2827
Kempsville Middle School	Mary Sutterluety	757-648-4733

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
NA	Education	California - CA	Robotics and computer science equipment for schools throughout the district for a new curriculum adoption program	Largest order is over \$200K	>\$240K
NA	Education	North Carolina - NC	Robotics equipment for career and technical education programs throughout the district	Average order is over \$150K	>\$160K
NA	Education	Illinois - IL	STEM equipment for schools throughout the district	Average order is over \$30K	>\$90K
NA	Education	California - CA	Robotics and coding equipment	Average order is over \$70K	>\$70K
NA	Education	California - CA	3D printing and general STEM/makerspace equipment	Average order is over \$40K	>\$40K

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	We have a 40-person sales and customer service team who have overlapping responsibility for servicing our customers. All our sales and customer service team is located in Minnesota. Our sales team travels frequently all around the US and Canada to exhibit at trade shows, perform trainings for our customers and personally visit with customers or prospective clients.
24	Dealer network or other distribution methods.	All our customer interactions, service and distribution are handled directly by Prophet Corporation employees. We prefer to be directly involved with our customer's project and maintain sole ownership and involvement in all aspects of the ordering & fulfillment process in order to ensure the customer receives the best experience possible. We have a team of over 20 employees working in our distribution center and five working in our logistics department. Nearly all our products are distributed directly from our 160,000 square foot distribution center located in Minnesota. In 2008, we built our headquarters and incorporated as many energy-efficient best practices as was financially feasible. Everything in our distribution center is meticulously organized for efficiency. This is how we are able to get 95% of our orders received by 4PM CST out the door the same day. Customers can expect to receive our in-stock products within 4 business days. In 2016, we implemented new packing machines that are integrated into our systems and automatically create cartons based on the size of the order. This technology separates us from other distribution centers and keeps our operations energy-efficient.
25	Service force.	As stated previously we have 40-person sales and customer service team. Our customer service team is one of the most well-trained, friendly, and efficient as demonstrated by our ICMI Best Contact Center award. The two most frequent pieces of feedback from our customers is how easy/friendly we are to work with and how efficient the ordering process is. We take pride in the relationship we have with our customers and take personal ownership to ensure their project is a success. With our 100% Unconditional Satisfaction Guarantee and high-quality products, we don't often have a need to repair a product that we've sold to a customer, and if a need for repair arises, we'll work with the customer to address their needs as quickly as possible. We will provide a replacement product or replacement components when needed at no charge, in accordance with our 100% Unconditional Satisfaction Guarantee.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We service customers through any method they choose to contact us (phone, email, website, conference, etc.) with the same commitment to providing an excellent experience. During the hours of 7AM-5PM CST, phone calls are answered within 10 seconds by a real person 99+% of the time. 90% of customer inquiries by emails are responded to in one hour. Chat is handled almost instantly through our website. Those we interact with by phone and chat are asked to rate their experience with their agent and 98% of our interactions result in a 5-star rating from the customer. We utilize advanced workforce management measurement and feedback tools to ensure we are staffed properly, that the team is trained properly and that we are consistently achieving our high standards of performance.
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	We service all parts of the United States and US Territories and are willing and able to provide all our products and services to meet any customer need or request.
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We service all parts of Canada and are willing and able to provide all our products and services to meet any customer need or request.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NA - we service all parts of the US, US territories, and Canada.
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NA - there are no sectors that we will not be able to service through the contract.

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	AK, HI and US Territories will have access to our entire product assortment, but the transportation charges and the amount of time required for delivery will be different than in the contiguous 48 states.
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Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>STEM Supplies markets in the US and Canada through a variety of methods to our target audiences. We will be able to utilize each of these methods to help promote the Sourcewell contract and the advantages of utilizing a cooperative purchasing agreement.</p> <p>1) Catalog Marketing – our 128-page catalog is circulated 3-5 times per year and remains a highly effective way to reach new and existing customers in the US and in Canada. Upon award, we will highlight this contract in our next upcoming catalog, as well as all future catalogs, reaching hundreds of thousands of potential users each year.</p> <p>2) Website – We would create a dedicated landing page that provides details about the contract and Sourcewell as an organization. We will make this page easily accessible on our website and link to it from our catalog, emails, and social media posts.</p> <p>3) Email – Within 15 days of award, STEM supplies would 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>4) Social Media – Immediately following the award, STEM Supplies would announce the partnership on our social media channels (Facebook, Twitter, and Instagram). We would continue to feature Sourcewell on social channels throughout the length of the contract.</p> <p>5) Sales – Within 30 days of award we would conduct a targeted sales call campaign to reach current Sourcewell users and top customers to inform them of our newly awarded contract and the benefits of this contract. We would also 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 award.</p> <p>6) Conferences – Upon award of the contract, we would incorporate Sourcewell into our presence at all conferences and trade shows. This would be done with signage in our booth and literature to share with customers.</p> <p>In addition to external marketing efforts, we would make considerable internal efforts to ensure the contract is maximized. Once the contract is agreed upon and executed, all staff would be trained and educated 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>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We invest heavily in our websites to ensure that they are easy-to-find, easy-to-navigate, easy-to-search and easy-to-shop. We understand the importance of the digital experience in today's buying process. We attract shoppers to our sites in numerous ways:</p> <p>1) Search Engine Optimization – 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) Digital Advertising – 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) Content Marketing – 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.</p> <p>4) Email marketing – 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>5) STEM Universe – In 2019, STEM Supplies built STEM Universe, an online professional learning network. This site allows educators to upload and access lesson plans, STEM activity videos, grant templates, and other STEM resources as a way of connecting with the STEM community. We are able to promote our products through pedagogy using this site.</p> <p>We are currently launching a new web platform in 2021. Our new platform is a leader in the industry and will help provide our customers with an even faster and friendlier web experience. We have invested significantly in this project as a reflection of our commitment to providing a great digital experience.</p> <p>We utilize the Salesforce CRM platform to capture leads, track opportunities and manage contact information for our customers. We have utilized Salesforce for many years and continue to invest in the platform to optimize it for our business.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to inform its existing registered users that they can now easily and efficiently purchase top STEM, STEAM, and makerspace equipment from STEM Supplies. If Sourcewell has an in-market sales team that promotes the use of the Sourcewell agreement to its member agencies, we would expect Sourcewell to inform those agencies of our new status, as well as invite us to participate periodically in face-to-face sales calls with agencies that have a pending opportunity for our products and services.</p> <p>We will incorporate the Sourcewell contract into our sales process by raising awareness of the contract to our customers. This will happen in various stages of the sales process and by various means (phone, face-to-face, digital communications). We will work to identify if the customer currently utilizes the Sourcewell contract and talk to them about the benefits to their procurement process. Additionally, STEM Supplies actively works with groups who have STEM funding and grants, and we would align our conversations with these entities to include information about Sourcewell. We would inform customers how they can use their grant awards to make purchases with STEM Supplies using their Sourcewell contracts. Having the experience of our current contract with our other business unit, Gopher (Contract Number: 071819-PRO), we feel well-equipped to speak to the benefits of using Sourcewell and would incorporate that into our sales process immediately.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, we utilize EqualLevel and have many customers that order from us via e-procurement. EqualLevel is a cloud-based e-procurement marketplace that easily integrates with customers procurement processes. https://www.equallevel.com/about/</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>In 2020, STEM Supplies started the Start2STEM program, 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. As part of the Start2STEM program, schools have the option to add professional development training for \$129 per participant. One major benefit of this training program is that teachers have the ability to have a personalized conversation about implementing STEM programming into their unique school while learning how this STEM coursework will function under their standards and their school needs.</p> <p>During this training workshop, participants learn about the best practices for using the equipment in their Start2STEM kit and executing lesson plans in the kit's curriculum manual to reach the most learning objectives. The curriculum manual is aligned to the Next Generation Science Standards, K-12 CSTA Computer Science Standards, and Common Core Math Standards – all widely-accepted standards in STEM education. The training helps educators navigate these standards and scale the lessons based on student grade level and class size. 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>Since we are equipped to handle training through our Start2STEM program, we are also available to help any customers looking to attain additional information about their products. Our Brand Manager and our STEM Sales Representative are both exceptionally knowledgeable about our equipment and services and are ready to provide informational sessions about equipment and help with the purchasing process. These types of trainings and information sessions would be at the request of the customer.</p>	*
37	Describe any technological advances that your proposed products or services offer.	We constantly are investing in and adopting new technologies that either improve the experience for our customers (faster ordering, faster shipping, faster service) or that improve the function or durability of the product (new designs, new materials, etc.). Additionally, the nature of our products provides technological advances for education. We carry a wide range of technology products (e.g. robotics platforms, drones, virtual reality, 3D printers, etc.) that increase technical literacy and help all learners to develop technical skill sets through hands-on applications.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We pay significant attention to minimizing our product packaging. We have invested meaningfully in technologies that allow us to minimize the size of the boxes used to ship our orders. We use airbags to protect items in the shipping box instead of environmentally hazardous packing peanuts. We eliminate dead space in packaging in order to ensure customers receive damage free products, which eliminates the need for inconvenient and earth-unfriendly return and replacement shipments. We recycle both in our office 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.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NA	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NA	*

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>We provide only the most innovative and highest-quality assortment of products for institutions. We introduce hundreds of products each year designed specifically so that professionals and nonprofessionals can get more enjoyment and benefit from science, technology, engineering, and mathematics. All of our products are kinesthetic in nature, meaning that learning is done by active participation and engagement. Our products' hands-on approach to STEM makes lasting impressions on students, educators, and STEM professionals alike.</p> <p>Within our product selection, a customer will find a wide selection of products only found from STEM Supplies. 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, making STEM not just a course, but an experience that relates teachings to many real-world STEM applications.</p> <p>Additionally, STEM, STEAM, and makerspace products are our entire business. While others have just a single category of STEM products, we have built our entire business around STEM/STEAM 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 truly a one-stop shop for STEM education.</p> <p>We feel our service is the best in the industry! Our customers love our customer service team for their friendliness, care and efficiency. Stocked products are on their way to each customer the same day the customer places the order (when order is received by 4PM). These stocked products arrive at almost any location in the 48 states no more than 4 business days after the order is received. Of course, many locations receive their order in 1 or 2 business days after ordering. Additionally, we back everything we sell with our Unconditional 100% Satisfaction Guarantee.</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 70 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>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	We offer our customers an Unconditional 100% Satisfaction Guarantee on all of the products we sell. This is our promise so that should there be any issue with the product, we will do our best to resolve that problem as quickly and efficiently as possible. Our guarantee provides general coverage above and beyond the manufacturer's warranty so that the customer is fully satisfied with their product. If they are not satisfied, we will work with them to resolve the problem. Based on the type of product, the course of action may vary from a full replacement of the product to a refund or to replacement parts. With STEM Supplies, the customer will always be taken care of!
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our generous Unconditional 100% Satisfaction Guarantee and the manufacturer's warranty only stipulates that the products were used for their intended purpose. These do not include any minor cosmetic changes or wear and tear from normal use of the product, or misuse or abuse of the product. All manufacturing guidelines should be followed for proper use. For any damage incurred on products used not for their intended purpose we will work with the customers to get replacement parts and correct the problem, but there may be additional costs associated with those services.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Generally, most warranty repairs are most efficiently handled by the customer (missing parts, replacement parts, etc). For larger claims, we will work with the manufacturer on the customer's behalf to have the problem resolved at little to no cost under the warranty. Because of the large range of types of warranty claims, this is handled on a case-by-case scenario.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	NA
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	If we sold the product to the customer, and there is a warranty claim with the manufacturer, we resolve the warranty claim with the manufacturer on the customer's behalf.
47	What are your proposed exchange and return programs and policies?	We offer our customers an Unconditional 100% Satisfaction Guarantee on what we sell. If a product we sold fails to perform as advertised when used as intended, we replace the product or refund the purchase price. In certain situations where it is more appropriate, we provide replacement parts to the customer instead of replacing the entire product.
48	Describe any service contract options for the items included in your proposal.	NA

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Schools and other publicly funded agencies are automatically extended credit terms with no application process required. We offer lease and financing options for the purchase of capital items through a third party that requires completion of a short financing application.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	We will use a Sourcewell-specific price code on orders for customers using the Sourcewell agreement. This price code will populate the correct price on the customer's order and make it very simple to create 100% accurate quarterly reporting on Sourcewell sales.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards are accepted. There are no additional costs when a customer wants to pay with a P-Card.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line item discounts of 10% off our current published price on all items in categories other than technology. Any technology products (e.g. robotics, drones, 3D printers, virtual reality, etc.) will be discounted at a rate of 5%. These items are outlined in the supplemental document: Pricing and Delivery – STEM Supplies. Our published price on products changes annually and rarely does a product or group of products change price more than one time each year. In instances where pricing changes, the Sourcwell contract proposed price would be applied. Our published prices for U.S. Customers are published in U.S. dollars. Our published prices for Canadian customers are published in Canadian dollars.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For all science, engineering, mathematics, makerspace, and multimedia items, there will be a 10% off discount of our current published price. For any technology product, STEM Supplies will honor a 5% 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). STEM Supplies offers transparent direct-to-customer pricing. Our products are priced in accordance with what we believe is a great market value and, more importantly, a price we can offer to help educators get the most for the dollars they are able to spend. For more than 70 years, Prophet Corporation has been about offering fast, friendly, and customer-oriented service, and we believe there is no better way to accomplish that than by starting with pricing that we can stand by with integrity and confidence. We believe in a simple and transparent pricing model and are pleased to offer this added discount through Sourcwell to help schools accomplish their transition to the 21st Century classroom
55	Describe any quantity or volume discounts or rebate programs that you offer.	STEM Supplies will offer an additional rebate for orders of the following size: 1% rebate on orders whose total is between \$25,000 and \$49,999 2% rebate on orders whose total is between \$50,000 and \$99,999 3% rebate on orders whose total is greater than \$100,000 Rebates are paid in the same currency in which the invoices were paid.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	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 Sourcwell discount to arrive at the Sourcwell customer's final price.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Any sales tax required to be 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 Sourcwell customers.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Orders that ship by parcel method from our warehouse using our standard delivery method will ship with no additional shipping charges (exclusions for Alaska, Hawaii, Canada and other remote locations apply). Orders that ship by truck will have freight charges calculated and presented to the customer at the time of order. 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 \$90 is added to the cost of shipping. 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.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Parcel shipments to Alaska, Hawaii and many Canadian addresses will have 17% of the merchandise total added to the order as the shipping charge. Parcel shipments to parts of Canada identified as "Remote Locations" by Fed Ex will have shipping charges calculated at the time of the order. Truck shipments to Alaska, Hawaii and Canada will have shipping charges calculated at the time of order.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Orders for stocked products received by 4PM CST are packed and shipped the same day. Because of our location, many orders for stocked products shipping by parcel within the 48 states arrive to the customer 2 business days after the order is shipped and 95+% arrive within 4 business days. We strive to ship the customer's order complete one time for their convenience. We are happy to consolidate multiple orders into a single shipment or to divide and deliver a single order to multiple locations. We use over-engineered shipping materials and methods, including high crush strength boxes, properly packed and filled boxes with no voids, and extra packaging (like shrink-wrapping or wooden crating as needed) to ensure product arrives undamaged to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	We will create a Sourcwell-specific price code to be used on Sourcwell orders that will allow us to easily track the orders placed. We will have internal reporting to ensure that the code is being applied properly and that the customer is receiving the correct pricing. If a customer wants to use the contract it will be required for them to reference the Sourcwell contract number. With this code, it will be simple to provide error free reporting to calculate all sales under the contract each quarter and to remit to Sourcwell the agreed-to administrative fee.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.5% of net sales on orders invoiced and paid where customer uses the Sourcwell Contract.

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

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>STEM Supplies carries products designed to immerse students in STEM and STEAM principles while connecting student learning to the real world. Our products encourage learning through doing, while promoting creativity, inquiry, and collaboration. We offer several major product categories: science, technology, engineering, mathematics, makerspace, and multimedia. Under each of these categories, we have several subcategories which expand over the vast topic areas present in real-world STEM applications (outlined in question 65).</p> <p>We have a large selection of products that are manufactured by us and exclusive to STEM Supplies. The fact that you can't find these products anywhere else helps set us apart from other suppliers. Each of these products centers around a kinesthetic approach, recognizing that STEM learning is best conveyed when students can put themselves in the role of a STEM professional. Each product is used through hands-on engagement of a STEM topic area and supports 21st century learning skills required by a robust STEM education or career.</p> <p>In addition to products, we support our customers with makerspace consultation, lesson plans and curriculum, toolkits, and other resources. STEM Supplies understands that STEM pedagogy goes beyond products and requires supplemental resources for a well-rounded learning experience. We have spent a significant time as a company building these services for our customers and customers know that they can depend on us for the latest information and support in STEM or STEAM education.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>3D Printing Aerodynamics and Aerospace Alternative Energy Architecture Art Banners & Posters Biology and Life Science Books and Instructional Materials Buildings Blocks & Kits Chemistry Coding and Robotics Computer Science Device Charging and Storage Drones Earth and Space 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 and Art Physics/Physical Science Physical Education STEM Packs/STEM Sports Pollutants Probability Renewable Energy Sensors Simple and Complex Machines Storage and Mobile Carts STEM Labs and Curriculum STEAM and STEM Kits Tables and Workspaces Teaching Accessories and Hardware Tools Video Production and Animation Virtual Reality</p>

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Teaching resources, curriculum, kits, videos, and Do-it-Yourself (DIY) activities	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM 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). See "Table 14B Depth and Breadth Products and Services – STEM Supplies" document attached for full details.
67	Sight, sound, and sensory learning tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies carries several different physics, waves, optics, and sound activities. See "Table 14B Depth and Breadth Products and Services – STEM Supplies" document attached for full details.
68	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, and other solutions for makerspaces and fabrication laboratories. See "Table 14B Depth and Breadth Products and Services – STEM Supplies" document attached for full details.
69	Robotics, 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 national robotics, computer programming, drones, and more. We are unique in that we also carry unplugged computer science activities, recognizing that the fundamentals of computer programming can be taught without a computer, making these concepts more accessible and not dependent on internet or connectivity. See "Table 14B Depth and Breadth Products and Services – STEM Supplies" document attached for full details.
70	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 also have a number of modeling and design tools like a vacuum former. See "Table 14B Depth and Breadth Products and Services – STEM Supplies" document attached for full details.
71	Virtual 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. See "Table 14B Depth and Breadth Products and Services – STEM Supplies" document attached for full details.
72	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. See "Table 14B Depth and Breadth Products and Services – STEM Supplies" document attached for full details.
73	Agricultural or plant science equipment and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies has several plant science kits. See "Table 14B Depth and Breadth Products and Services – STEM Supplies" document attached for full details.
74	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. See "Table 14B Depth and Breadth Products and Services – STEM Supplies" document attached for full details.
75	Technology and services related to the solutions described above, including hardware and software, training, professional development, accreditation, certification or credentialing, installation, maintenance or repair, support, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM Supplies offers hardware that supports distance learning, 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. See "Table 14B Depth and Breadth Products and Services – STEM Supplies" document attached for full details.

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>1) Growth in institutional customer count</p> <p>2) Change over time in number of accounts using the Sourcewell Contract</p> <p>3) Sales growth of those accounts using the Sourcewell Contract vs. sales growth for all other institutional accounts (stratified by customer type)</p> <p>4) Average order size of accounts using the Sourcewell Contract vs. average order size of all other institutional accounts (stratified by customer type)</p> <p>5) Order frequency of accounts using the Sourcewell Contract. vs order frequency of all other institutional accounts (stratified by customer type)</p>
77	Describe the ways in which your offering may be customized and deployed.	<p>Nearly all of our products are ready to implement out of the box. For any of our "Only From STEM Supplies" offerings, lesson directions are included and give instruction for modifying the activities and learning objectives based on students' grade level or abilities. These lessons also provide additional content to extend the activity, and we take pride in developing curriculum that makes the equipment as engaging as possible. Many of the products that we resell also come with curriculum and guidance so a customer is always informed on the best practices for using that item.</p> <p>Through our Start2STEM program, customers can choose an 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>Additionally, through services like our makerspace consultation and design, we can work directly with customers to provide unique product recommendations based on information about their school, district, makerspace, classroom, fabrication lab, or STEM space. After collecting some initial information, STEM Supplies provides the customer a list of recommendations based on class size, space layout, local standards, and several other factors all within three business days. We continually work with the customer to update these recommendations until a perfect solution is achieved.</p>
78	Describe how your offerings integrate with other curricula, platforms or solutions.	<p>All products at STEM Supplies are scalable for different class sizes, institutes, or municipalities. We have customers who come from schools, government agencies, public libraries, science museums, zoos, and more because our offerings integrate with their varying curricula, platforms, and solutions. Due to their hands-on nature, our products are the perfect addition to most curricula. Several of our product offers are explicitly aligned to the Next Generation Science Standards which are widely used K-12 national science standards, although nearly all of our products could be used in an NGSS classroom. Many of our robotics offers connect via Bluetooth to Apple, Microsoft, or other computer and tablet platforms, meaning a customer does not need to purchase additional technology to integrate these products. We have the ability to work with customers to help them determine the best equipment that aligns with their teaching, standards, or institution.</p>
79	Identify any certification(s) or accreditation(s) that your business or the products included in your proposal have attained or received.	NA
80	Describe service and support standards for your products (i.e. replacement plans, parts, etc.).	<p>We offer our customers an Unconditional 100% Satisfaction Guarantee on the products we sell. If at any point a customer is unsatisfied with their product, we will work with them to replace parts or refund the order.</p>
81	Describe the ways in which your products are scalable to the size of a school, educational institution, or municipality.	<p>Many of our products are offered in individual, group, and class sizes which gives our customers the flexibility to purchase based on the size of their institution or their STEM program. Our sales and customer service departments are all trained to work with customers to determine the appropriate amount of supplies needed to successfully run STEM activities. Furthermore, we offer a free online makerspace consultation form where a customer can fill out information for their unique space. Based on their expressed school size and expectations, a STEM Supplies representative responds within three days with a list of product recommendations catered to their space and budget.</p>

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
Table 2	Financial strength and stability with meaningful data	"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 PDF with some key financial ratios from our auditor, a recent Dun and Brad Street credit report on our company. The document containing financial ratios is marked confidential and shall not be shared with outside parties.
Table 5	Top Five Government or Education Customers	We have listed the average order size and last 3 year's sales volume with each of the 5 customers and ask that it be withheld from the public record. Sales data like total volume with a company's largest customers is universally considered proprietary information and making that information available to a company's competitors serves no benefit to the public or this RFP process.

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Document](#) - Financial Documents - STEM Supplies.pdf - Wednesday March 31, 2021 17:08:22
 - [Marketing Document](#) - Marketing Plan - STEM Supplies.pdf - Wednesday March 31, 2021 16:59:37
 - [Warranty](#) - Warranty - STEM Supplies.pdf - Wednesday March 31, 2021 17:17:38
 - [Value Added Attributes](#) - Value Added Attributes - STEM Supplies.pdf - Thursday April 01, 2021 09:04:28
 - [Pricing](#) - Pricing and Delivery - STEM Supplies.pdf - Wednesday March 31, 2021 17:01:31
 - [Additional Document](#) - Table 14B Depth and Breadth Product Services - STEM Supplies.pdf - Thursday April 01, 2021 09:16:15

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ryan Reimers, Corporate Vice President and Chief Financial Officer, 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 contractual obligations contemplated in the bid.

Yes No

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

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

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