

**MASTER AGREEMENT #010725****CATEGORY: STEM Education Solutions and Equipment with Related Accessories, Supplies, and Services****SUPPLIER: STEM FOR Kids LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and STEM For Kids LLC, 9650 Strickland Road, Suite 103-419, Raleigh, NC 27615 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

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

**13) Supplier Representations:**

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

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

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

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

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

The Report must contain the following fields:

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

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

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

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

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

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

19) **Grant of License.**

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

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

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

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

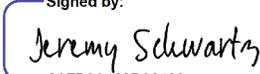
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

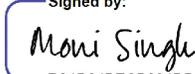
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must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

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

Sourcewell

STEM For Kids LLC

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 5/15/2025 | 4:50 PM CDT  
 \_\_\_\_\_

Signed by:  
  
 7C1D34BECB624DB...  
 By: \_\_\_\_\_  
 Moni Singh  
 Title: President  
 Date: 5/15/2025 | 10:17 AM CDT  
 \_\_\_\_\_

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

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## Vendor Details

Company Name: STEM For Kids  
Address: 9650 Strickland Road  
Suite 103-419  
Raleigh, NC 27615  
Contact: Shelby Jones  
Email: sjones@stemforkids.net  
Phone: 919-648-6046  
HST#:

## Submission Details

Created On: Thursday January 02, 2025 09:35:22  
Submitted On: Monday January 06, 2025 12:56:40  
Submitted By: Shelby Jones  
Email: sjones@stemforkids.net  
Transaction #: d3ff7a4e-3263-4ee7-82bb-c13e5a8bd9fe  
Submitter's IP Address: 71.70.211.199

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**Specifications**

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	STEM For Kids LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	STEM For Kids
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Provide your NAICS code applicable to Solutions proposed.	611000
6	Proposer Physical Address:	9650 Strickland Road, Suite 103-419, Raleigh NC 27615
7	Proposer website address (or addresses):	<a href="https://teach4d.stemforkids.net/">https://teach4d.stemforkids.net/</a>
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Moni Singh President 9650 Strickland Road, Suite 103-419, Raleigh NC 27615 msingh@stemforkids.net +1(929) 450-7836
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Moni Singh President 9650 Strickland Road, Suite 103-419, Raleigh NC 27615 msingh@stemforkids.net +1(929) 450-7836
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	STEM For Kids, headquartered in North Carolina, has been enabling educators worldwide to engage school-age children in STEM and to provide career readiness skills through our proven 4 Dimensional Learning Methodology.  Founded in 2011, STEM For Kids has operated in 6 countries and over 300 sites. Today, we represent a network of independent STEM For Kids® operators worldwide. This network benefits from two remarkable qualities, central governance and local operations:  1) Operators are independent operating entities with decision making authority. This is designed to bring operational nimbleness, local sensing, community intelligence and

local support.

2) All operators operate under the central governance model - consistent set of operational standards, processes and training - designed to ensure quality customer experience and STEM For Kids® brand promise.

Models in education have been evolving and since its inception, STEM For Kids has been at the forefront of making Science, Technology, Engineering, and Math (STEM / STEAM) fun and real for school age children in grades PreK - 8. The demand for schools to provide STEM skills to their students has been on a continuous rise fueled by job growth. This demand has some unique characteristics:

1) STEM skills are diverse and include 100s of skills covering computing, engineering, artificial intelligence/machine learning, life, social sciences, installation, repair & more. Moreover, STEM skills apply in various occupations including many non-STEM jobs!

2) Demand for STEM skills shows rapid obsolescence of old skills and faster adoption of new skills.

These demand characteristics make the STEM market very dynamic and require that the STEM product and service provider adapt with changing times and continuously innovate to stay attuned to the fast changing world of STEM. During our 13+ years, many companies and nonprofits in this space have come and gone.

We have persisted and thrived in this growing and highly competitive marketplace. The reasons for this longevity lies in our mission and our value system that drives our operations and strategy.

Our Mission: Make STEM fun and real

a) Fun, so kids are engaged. They enjoy their experience and feel the desire to do more.

b) Real, so that:

- + Parents and educators see a connection to real life careers
- + Parents and educators see a connection to educational standards
- + Children understand the "so what" behind STEM concepts.

Our values are embedded in our corporate culture as the STEM Way™ that encourages customer focus, innovation and continuous improvement. Please see the uploaded document "The STEM Way" in the Company Information set.

Our mission and values have allowed us to deliver products and services that engage students in fun learning that keeps all stakeholders "happy".

Our Unique Value Proposition:

+ Our proven 4 Dimensional Learning Methodology brings STEM together with career-readiness skills and social emotional learning.

+ We have the most comprehensive and cutting-edge curriculum portfolio that no other competition can match (40+ courses, over 1200 hours of instruction covering the full spectrum of STEM from engineering, to coding, to robotics, to artificial intelligence/machine learning, business and biomedicine).

We have and continue to deliver several industry firsts, including but not limited to:

1) Back in 2011, when one dimensional learning was in focus, we were the only ones implementing an educational methodology for elementary age children that brought the soft skills (like communications and collaboration) front-and-center along with the hard skills of engineering and computer sciences.

2) When computer programming was considered only for high school students, we were instrumental in designing and developing methods for bringing computer programming courses for elementary and middle school students

3) Through our constant monitoring of industry trends, we discovered a shift in the STEM industry with several grand engineering challenges of the century focused on an intersection of life science and physical sciences. We became the first player in the education space to bring a set of courses in biomedical engineering to engage students in these highly relevant and growing fields of careers.

4) Again, our STEM market intelligence indicated a growing amount of investments going towards developing Internet of Thing devices, capabilities and Artificial Intelligence/Machine Learning. We took the opportunity to develop and launch multiple courses to give students exposure to this growing field.

STEM For Kids has won numerous accolades in education and entrepreneurial

		circles for our product quality and innovation (refer to response to question #16).  We are uniquely positioned to serve Sourcewell Participating Entities and become their trusted provider of choice for STEM educational teaching resources, curriculum, kits, videos, and activities.	
12	What are your company's expectations in the event of an award?	We expect to reach out to the Participating Entities, and help them consistently engage their students with quality enrichment in the fields of Science, Technology, Engineering and Mathematics (STEM) and enable career readiness for their students through our proven 4-Dimensional method.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See the uploaded documents in the following folders: a) "Financial Strength and Stability" folder which includes audited financial statements 2021-2023 and customer sample list b) "Company Information" folder which includes reference letters	*
14	What is your US market share for the Solutions that you are proposing?	This remains to be determined as the educational STEM market is still developing. STEM For Kids has been on the cutting edge of this space. We have been providing STEM teaching resources, curriculum, kits, videos, and activities for the last 14 years and are the trailblazers in the industry. Bringing several firsts in the world of STEM, such as computer programming for kids... back in the days when programming was considered for only the big kids. Biomedical engineering and the Internet of things was created and our recent addition of an Artificial Intelligence program for kids.	*
15	What is your Canadian market share for the Solutions that you are proposing?	This remains to be determined as the educational STEM market is still developing. Through our franchisees in Canada, we serve the Canadian education market. Please see response to #14 above.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No, STEM For Kids has not petitioned for bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) STEM For Kids is our registered trademark for our educational products and services. Our sales and service force are our employees and also employees of independent STEM For Kids® operators and franchisees.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>We currently hold trademarks for STEM For Kids® products and services as follows.</p> <p>(a) STEM For Kids LLC, has registered Marks on the Principal Register of the United States Patent and Trademark Office (“USPTO”). See item A on the “Registered Marks” document in the “Company Information” folder.</p> <p>(b) We have registered the below Mark on the Supplemental Register of the United States Patent and Trademark Office (“USPTO”). See item B on the “Registered Marks” document in the “Company Information” folder.</p> <p>(c) We retain copyrights on various STEM For Kids® curriculum, lessons, designs and methods.</p> <p>(d) We have contractual agreements with 23 franchisees to operate STEM For Kids® locations worldwide, including sales of STEM For Kids products and services, and implementation and delivery of services.</p> <p>(e) We have contractual agreements with resellers to assist in sales and placement of STEM For Kids products and services.</p>
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Our President, Moni Singh, is a recognized women leader in STEM by the Triangle Business Journal. In addition, the company has received several accolades in the industry:</p> <ul style="list-style-type: none"> <li>+ Entrepreneur Magazine's 2023 Top Franchises for under \$50,000 #73</li> <li>+ Entrepreneur Magazine's 2022 Top Global Franchises #181</li> <li>+ Entrepreneur Magazine's 2021 Franchise 500 Ranked #173</li> <li>+ Entrepreneur Magazine's 2021 Top Global Franchises #153</li> <li>+ Entrepreneur Magazine's 2021 Top Franchises for less than \$50,000 #14</li> <li>+ Entrepreneur Magazine's 2021 Top Home-Based Franchises #35</li> <li>+ Entrepreneur Magazine's 2021 Top Part-Time Franchises #8</li> <li>+ CIO Views Magazine's 2021 The Most Affordable Franchises to Buy Post-Pandemic Cover Page</li> <li>+ Entrepreneur Magazine's 2020 Franchise 500 Ranked #280</li> <li>+ Entrepreneur Magazine's 2019 Franchise 500 Ranked #415</li> <li>+ Entrepreneur Magazine's 2019 Fastest Growing Franchise #46</li> <li>+ Startups Magazine's Summer 2018 - Hottest Franchises to Buy</li> <li>+ Entrepreneur Magazine's 2018 Top 100 New Franchise #52</li> <li>+ Americas Best Franchises' 2018 Top 100 Franchise</li> <li>+ Franchise Gator's 2018 Top 100 Emerging Franchise</li> <li>+ Entrepreneur Magazine's 2017 Franchise 500 Top New Franchise #90</li> <li>+ Franchise Gator's 2017 Top 100 Top Emerging Franchise</li> <li>+ Franchise Gator's 2017 Top 100 Fastest Growing Franchise</li> <li>+ Entrepreneur Magazine's 2017 The New Hotness– 100 fresh franchisees ready to take you to the top</li> <li>+ Franchising World (International Franchising Association IFA) Cover Page - Moni Singh's STEM For Kids</li> <li>+ Entrepreneur Magazine's Dec 2016 – Fire Brands: The 10 hottest business categories in the land</li> <li>+ Entrepreneur Magazine's Oct 2016: The Vanguard List – Today's Fastest Business Opportunities on their way to becoming tomorrow's next big thing</li> <li>+ Startups Magazine's Fall 2016 - Companies Ready to Make You the Boss</li> <li>+ Franchise Gator's 2016 Top 100 Franchise</li> <li>+ Entrepreneur Magazine's Best Trends 2016 Children's Enrichment</li> <li>+ Entrepreneur Magazine's 2016 Franchise 500 List Unranked</li> <li>+ Franchise Gator's 2016 Fastest Growing Franchise</li> </ul>
21	What percentage of your sales are to the governmental sector in the past three years?	Our sales are 100% in the education sector with most sales in the government education and private sector.
22	What percentage of your sales are to the education sector in the past three years?	Our sales are 100% in the education sector with most sales in the government education and private sector.

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Through our affiliates and our franchisees, STEM For Kids holds various contracts with school districts in the state government. Below is a sampling of a few government contracts. Instruction and enrichment programs at schools and school districts across US and Canada remain impacted by the Coronavirus Global Pandemic in 2020-2021.</p> <p>NYC Public Schools, NY                  Rockton County School District, IL                  Richland One School District, SC</p> <p>All the above customer information is STEM For Kids confidential information.</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Through our affiliates and our franchisees, STEM For Kids holds various contracts. Below is a sampling of a few GSA contracts. Instruction and enrichment programs at schools and school districts across US and Canada remain impacted by the Coronavirus Global Pandemic in 2020-2021.</p> <p>Wake County School District, NC                  The Lawson Academy, TX                  Summer Learning Academy, SC                  Covenant Academy, AL</p> <p>All the above customer information is STEM For Kids confidential information.</p>

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
The Lawson Academy	Cheryl Lawson, Superintendent	713.741.3600 office ex 101
Richland School District One	Carla C. Adams, M.Ed., NBCT	(803)-231-6723
Young Audiences New York	Anastasia Gladden	(646) 248-2530
All the above customer information is STEM For Kids confidential information.	Confidential	Confidential

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

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

Line Item	Question	Response *
26	Sales force.	<p>Through our network of independently owned and operated affiliates and franchisees, STEM For Kids currently serves 120 territories worldwide. Of these, 55 are in the US and 24 in Canada. Please see the “Locations Map” document in the “Company Information” folder to get a glimpse of our presence on the global map. With this elaborate network of our operators, we are able to serve all markets in the US and Canada.</p> <p>Our operators are trained and receive ongoing training and support from us in sales and business development methods. Each operator maintains their own organization that typically involves an individual or a team focused on business development, and a team focussed on service delivery.</p> <p>We have roughly 40 people involved in business development.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Through our network of independently owned and operated affiliates and franchisees, STEM For Kids currently serves 120 territories worldwide. Of these, 55 are in the US and 24 in Canada. Please see the “Locations Map” document in the “Company Information” folder to get a glimpse of our presence on the global map. With this elaborate network of our operators, we are able to serve all markets in the US and Canada.</p> <p>Our operators are trained and receive ongoing training and support from us in sales and business development methods. Each operator maintains their own organization that typically involves an individual or a team focused on business development, and a team focussed on service delivery.</p> <p>We have roughly 40 people involved in business development.</p>

28	Service force.	<p>Each operator maintains their own organization that typically involves an individual or a team focused on business development, and a team focused on service delivery. Each team member involved in service delivery receives elaborate training from us, on the STEM For Kids® system and methods to ensure consistency and quality of service delivery.</p> <p>We have had up to 200 people involved in service delivery. Through our consistent training and approach, the delivery workforce is scalable as needed to meet the market and customer needs.</p>	*
29	Describe your service and support standards for your products (e.g., replacement plans, parts, etc.).	Please see the "Services Terms and Conditions" document in the "Standard Transaction Document Samples" folder.	*
30	Describe the ways in which your products are scalable to the size of an eligible participating entity.	During the Discovery Phase, we discuss the needs of the Participating Entity and develop customized proposals to fit their size, typically based on the number of students to be served and / or number of teacher licenses needed. Some size-based pricing is shown in the "Products and Price" document uploaded in the "Pricing" folder.	*
31	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our educational clients receive "hand-holding" through the initial ordering process.</p> <ol style="list-style-type: none"> <li>1) To begin the process, customers complete the Digital Request for Information (RFI) Form. This form outlines the process for collecting and assessing key details from participating entities to tailor our services to their specific needs. It serves as a foundational tool for initiating collaboration and gathering essential project requirements. See sample of this form in the "Standard Transaction Document Samples" folder.</li> <li>2) Once the Digital RFI Form has been submitted, customers join an initial consultation wherein details of the customer's requirements are evaluated. The initial consultation discusses standard solution options as well as any customization requirements from the customer.</li> <li>3) Based on the initial consultation, an appropriate solution is presented to meet the needs of the customer. This includes a solution demo either virtually or in person, educating the customer on how this solution will provide the value based on their needs.</li> <li>4) Once the solution is agreed upon, the Curriculum Agreement between the parties is provided with detailed information on acquiring the solution and the next steps. We have a standard set of terms and conditions that apply to all our offers. If customization is needed, a Curriculum Agreement is drafted outlining any specific arrangements and it must be executed to move to the execution step of the ordering process. See "Curriculum Agreement Sample" and "Services Terms &amp; Conditions" in the "Standard Transaction Document Samples" folder.</li> <li>5) Finally, the Curriculum Agreement is executed, entailing delivery of the solution as per the agreement. Per the agreement, the solution may include material associated with the agreed solution.</li> </ol> <p>Additionally, printed instructor manuals are available for purchase directly through Amazon or other specified sources, providing a seamless and efficient ordering process. Customers can browse and select the materials they need via Amazon's online platform, ensuring accessibility and ease of use. STEM For Kids manages the creation and listing of all materials, while Amazon handles the distribution, payment processing, and fulfillment. This streamlined approach allows for quick delivery, real-time tracking, and customer support through Amazon's established service channels, ensuring that orders are processed accurately and delivered promptly to participating entities.</p>	*
32	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>STEM For Kids® operators follow the STEM For Kids Operating Standards that define the standards for customer service throughout the STEM For Kids Network. The operators are required to follow the standards to maintain their right to operate their independent STEM For Kids' franchise operations.</p> <p>Additionally, STEM For Kids provides customer service support managed 24/7 for current and potential clients through phone and dedicated email channels at sales@stemforkids.net and support@stemforkids.net, as well as through our exclusive Facebook group. Our team is committed to responding to all inquiries within the business day, ensuring timely and effective resolution of questions or issues. The Facebook group offers an interactive platform for clients to engage directly with STEM For Kids experts and fellow educators, fostering a collaborative environment for shared learning and problem-solving. By maintaining multiple support channels and prioritizing responsiveness, we ensure high levels of customer satisfaction and continuously strive to exceed service expectations.</p>	*

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>The STEM For Kids network is able and willing to provide our STEM product and services to the Sourcewell participating entities in the United States. Following are some specific:</p> <p>a) Organization - We are organized as a network of independent operators and franchisees trained and operating under the STEM For Kids® model and delivering consistent experiences to our customers.</p> <p>b) Geographic Reach - Our network is geographically diverse covering most parts of the United States as shown in our Map in Company Information Set.</p> <p>c) Expertise - With over 14 years of experience in delivering cutting-edge and innovative STEM to schools, districts and educators, we have extensive experience in supporting clients like the Sourcewell participating entities. Our curriculum services are available in all markets in the USA wherein we provide training and support to schools / teachers to consistently embed STEM into their classrooms and enrichment programs. Our delivered services are available in markets directly served by our operators.</p>	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Yes. We are able and willing. We have 3 franchise operators in Canada who can support the Participating Entities in Canada. See additional details in response to #33.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None	*
36	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None	*
37	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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<p>39</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>We follow a five-pronged strategy for marketing:</p> <p>+ Awareness  Entails outreach to the Participating Entities and creates awareness by promoting the website and driving inbound marketing to the appropriate content on the website. Also to include outbound marketing to broadcast the offerings. Creating the awareness will include social media marketing campaigns on Google Ads, Facebook, Instagram, and Twitter.</p> <p>Ads to focus on the pain points for the potential customers and the solution we provide to overcome that problem. These will be targeted ads based on the content, demographics, and the category/field of customers.</p> <p>+ Education  Educating the customer goes hand in hand with brand awareness. Education involves a more targeted approach for customers who closely align with the solutions offered by STEM For Kids and those who sign up for the newsletter to receive more information. Education includes providing not only the relevant information available on the website but also offering additional details on the STEM solutions that benefit potential customers.</p> <p>Educating the customer also includes marketing referrals and positive feedback from existing and previous customers. In addition to social media campaigns as part of brand awareness, educating customers happens through email campaigns, newsletters, and blogs.</p> <p>+ Evaluation  Evaluation for the customer to include a discovery process. During this process, details of the customer's requirements are evaluated. Based on the evaluation, appropriate solutions are presented to meet the needs. This includes a solution demo either virtually or in person, educating the customer on how this solution provides the value based on their needs. Evaluation also includes the Curriculum Agreement between the parties on acquiring the solution and the next steps.</p> <p>+ Execution  Execution entails delivery of the solution as per the agreement. Per the agreement, the solution may include material associated with the agreed solution.</p> <p>+ Growth  Growth for a customer includes studying the application of the solution and understanding any shortfalls or potential opportunities to add more value for the customer. The customer growth can be achieved in various ways by either reselling the same/similar solution to the customer if it will add value to the customer and meets their needs. We can add additional value to the existing solution by adding several components to the solution based on what was originally purchased and if the scope of work needs to be updated to accommodate the additional components. We can also add value to the customer by introducing them to a solution that they did not seek out in the beginning but that additional solution will add more value to their existing purchase.</p> <p>Please see the documents as follows:  a) Our brochure "SFKBrochure.pdf" in the "Marketing Plan/Samples" folder  b) "Website Sample" document showing the company websites specifically for schools in the "Marketing Plan/Samples" folder  c) "Digital Request For Information Form" document to take interest from Participating Entities in the "Standard Transaction Document Samples" folder</p>
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<p>40</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Our inbound and outbound marketing leverages technology and digital data. We leverage multiple technology channels to create brand awareness and educate potential customers. These channels include:</p> <p>a) Company website at <a href="https://teach4d.stemforkids.net">https://teach4d.stemforkids.net</a> and Search Engine Optimization.</p> <p>b) Presence and following on Social Media (see samples in document called "Social Media Samples" in "Marketing Plan/Samples" folder):                  + Facebook: <a href="https://www.facebook.com/theMoniSingh">https://www.facebook.com/theMoniSingh</a>                  + Facebook: <a href="https://www.facebook.com/STEMForKids">https://www.facebook.com/STEMForKids</a>                  + Youtube: <a href="https://www.youtube.com/@monimsstem">https://www.youtube.com/@monimsstem</a>                  + LinkedIn: <a href="https://www.linkedin.com/company/5024879">https://www.linkedin.com/company/5024879</a>                  + Twitter: <a href="https://www.twitter.com/EngineerSTEM">https://www.twitter.com/EngineerSTEM</a>                  + Instagram: <a href="https://www.instagram.com/monimsstem">https://www.instagram.com/monimsstem</a>                  + TikTok : <a href="https://www.tiktok.com/@monimsstem">https://www.tiktok.com/@monimsstem</a></p> <p>c) Email marketing campaigns with opens and click tracking. See uploaded sample in "Marketing Plan/Samples" folder.</p> <p>d) Google ads and retargeting campaigns; Google Analytics for measuring efficacy of campaigns</p> <p>e) Facebook ads and retargeting; Facebook Pixels.</p> <p>f) Regular blogs and newsletters on relevant topics for educating our current and potential client base at <a href="https://stemforkids.net/inthenews/">https://stemforkids.net/inthenews/</a> .</p> <p>g) Leveraging engaging news segments to educate and inform our current and potential client base about emerging STEM trends, innovations, and the value of our solutions. Please see examples below:                  + UNC TV News Segment - This video is an excerpt from UNC-TV's original production broadcast on the North Carolina Public Broadcasting Station introducing STEM For Kids : <a href="https://youtu.be/nas-rlb6v5A">https://youtu.be/nas-rlb6v5A</a>                  + Multiple CBS17 Technology Tuesday Segments to discuss pressing STEM education related topics: <a href="https://www.cbs17.com/my-carolina/sponsored-content-stem-magic/">https://www.cbs17.com/my-carolina/sponsored-content-stem-magic/</a></p> <p>h) Educational webinars on various topics like using Artificial Intelligence in Education as value-added opportunities for current and future clients. See uploaded sample in "Marketing Plan/Samples" folder.</p> <p>i) STEM For Kids Digital Resource Library offers a comprehensive collection of resources, lessons, and training designed to support STEM education and engagement. Tailored for educators, the library provides valuable tools including free resources. See uploaded sample in "Marketing Plan/Samples" folder.</p> <p>j) Today in STEM History YouTube series delivers engaging daily videos highlighting significant STEM milestones, discoveries, and innovators. This series serves as an educational tool for classrooms and individuals alike. See uploaded sample in document called "Social Media Samples" in "Marketing Plan/Samples" folder.</p> <p>k) Exclusive Facebook group provided wherein current and potential clients can engage directly with STEM For Kids experts, ask questions, and access valuable STEM education resources and insights. See uploaded sample in document called "Social Media Samples" in "Marketing Plan/Samples" folder.</p>
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41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Our expectations of Sourcewell are three-folds:</p> <p>a) That Sourcewell will present our solutions to the Participating Entities under the "STEM Curriculum Solutions and Equipment" category on your website and other marketing collateral. We expect that Sourcewell will provide the catalog to the Participating Entities in various formats and actively market the catalog to ensure top-of-mind awareness for the Participating Entities including facilitating, managing and promoting our offerings through all marketing channels leveraging digital, social, print and in-person events.</p> <p>b) That Sourcewell will provide us contact details for the Participating Entities (including name, email, address, phone number) when submitting a quote request so that our sales and marketing teams can reach out to the Participating Entities.</p> <p>c) Additionally, Sourcewell will provide opportunities to present our solutions to the Participating Entities in events (in-person or virtual) that you organize for the Participating Entities and vendors. Also provide some opportunities to leverage your marketing strategy along with our content to have targeted marketing to the potential customers.</p> <p>Our sales process is the 5-step approach mentioned above - awareness, education, evaluation, execution, and growth. Sourcewell awarded contracts will follow our current sales process leveraging our sales funnel and our Customer Relationship Management (CRM) platform. Leads coming from Sourcewell will note Sourcewell as a referee so that these leads can be tracked for Sourcewell's commission. We work with other referral sources in a similar way and Sourcewell can be assured that the leads will receive utmost care and attention with our business development teams.</p>	*
42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our educational clients receive "hand-holding" through the initial ordering process. Once the prospect is our customer, the individual teachers are able to add services through our Resource Library. See "Resource Library Sample" in the "Marketing Plan/Samples" folder.	*

**Table 5A: Value-Added Attributes (150 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *	
43	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>STEM For Kids provides curriculum training to educators on our world-renowned courses that engage, empower and provide immersive learning for school age students on career readiness topics. Courses incorporate detailed lesson plans, hands-on activities, tools, on various engineering topics, bio-medicine, computer programming / coding, robotics, artificial intelligence/machine learning, business and finance. Training is available both in-person and online with our expert instructors. The course content is actionable so educators can conduct enrichment programs with their students as part of their school offerings and also during off school times like summer and afterschool.</p> <p>Initial online curriculum training is offered at no additional cost as a standard offering as part of curriculum license or subscription products. Additional costs apply for in-person training and additional training or retraining.</p>	*

44	Describe any technological advances that your proposed Solutions offer.	<p>Our products comprising of the innovative portfolio of STEM learning includes over 40 different courses that cover industry cutting-edge topics like:</p> <ul style="list-style-type: none"> <li>+ Artificial Intelligence / Machine Learning</li> <li>+ Virtual Reality</li> <li>+ Internet of Things</li> <li>+ Data Analytics / Python Programming</li> <li>+ Aerospace Engineering</li> <li>+ Phone App Builder</li> <li>+ Sustainability Engineering</li> <li>+ Biomedical Engineering</li> <li>+ Computer Programming / Coding</li> <li>+ Video Game Design</li> <li>+ Civil Engineering</li> <li>+ Mechanical Engineering</li> <li>+ Robotics</li> <li>+ Website Design Lab</li> <li>+ Entrepreneurship / Financial Savviness</li> <li>+ Computer Science / Cyber Security</li> <li>+ Applied Mathematics</li> <li>+ Electrical Engineering</li> <li>+ Environmental Engineering</li> </ul> <p>Please see the documents as follows:</p> <ul style="list-style-type: none"> <li>a) Our brochure "SFKBrochure.pdf" in the "Marketing Plan/Samples" folder</li> <li>b) "Curriculum Portfolio Sample" document in the "Marketing Plan/Samples" folder</li> <li>c) "Products and Price - Themes Snapshots" document in the "Pricing" folder</li> <li>d) "Products and Price - Pathways Snapshots" document in the "Pricing" folder</li> <li>e) Sample Pathways documents in the "Pricing" folder</li> </ul>
45	Describe what innovations you are bringing to the market, and how these innovations align with future trends in STEM Education.	<ul style="list-style-type: none"> <li>a) Training educators on 5 Practical Ways for AI-Fueled Transdisciplinary Learning in STEM Classrooms.</li> <li>b) Training educators on how to incorporate social-emotional learning into hands-on STEM education.</li> <li>c) Helping educators incorporate the growing fields of Artificial Intelligence, Data Science and Machine Learning into their classrooms.</li> <li>d) Providing daily Today in STEM History video series highlighting an important innovation, discovery or milestone in the development of science and technology.</li> <li>e) Various STEM-related enrichment books to help educators connect STEM with English, History and Social Sciences while celebrating diversity. For example, STEM Icons - Celebrating Black History book provides real stories of African-American men and women whose inventions, discoveries and research have advanced the fields of STEM. Details of the book are on the following website, <a href="https://stemicons.com/">https://stemicons.com/</a> .</li> </ul>
46	Describe how your solutions align with state education standards for STEM subjects.	<p>STEM For Kids solutions are meticulously designed to align with state education standards across STEM subjects, ensuring our programs meet the academic requirements and learning objectives set forth by educational authorities. Our curriculum integrates Next Generation Science Standards (NGSS), Common Core State Standards (CCSS) for Mathematics and English Language Arts, and state-specific guidelines to provide comprehensive, standards-based learning experiences. See the "Standards Samples" document in the "Marketing Plan/Samples" folder.</p> <p>Through hands-on, project-based activities, our solutions reinforce key STEM competencies such as critical thinking, problem-solving, and collaboration. Each lesson plan and resource is crafted to address grade-level expectations, covering essential concepts in science, technology, engineering, and mathematics while promoting interdisciplinary learning.</p> <p>In addition to alignment with academic benchmarks, STEM For Kids programs emphasize 21st-century skills, including digital literacy and innovation, ensuring students are prepared for future academic and career pathways. Our instructional materials include detailed mapping to learning objectives, providing educators with a clear framework to integrate our solutions seamlessly into their classrooms.</p>

47	<p>Provide information on the availability and accessibility of state education standards within your offered solutions.</p> <p>If the standards are integrated and searchable on your website, describe the search functionality and the resources available to help educators easily locate and apply the relevant standards within your offered solutions.</p>	<p>STEM For Kids integrates state education standards directly into our solutions, ensuring educators can easily access and apply them within their lesson planning and instructional delivery. Our curriculum and resources are mapped to key standards, including NGSS, CCSS, and state-specific STEM frameworks, to provide seamless alignment with educational goals. See the "Standards Samples" document in the "Marketing Plan/Samples" folder.</p> <p>Educators can access these standards through our online Resource Library, where lesson plans and activities are clearly labeled with learning objectives. This allows for quick identification of relevant content that meets specific learning objectives. Our website features an intuitive search functionality that enables users to filter lessons by grade level and subject area, streamlining the process of locating applicable resources.</p> <p>To further support educators, we offer bi-weekly forums for educators to speak with a STEM For Kids expert and webinars are available to ensure educators can maximize the use of our solutions, making the integration of state education standards both straightforward and efficient.</p>	*
48	<p>Describe the ways in which your offerings may be customized and deployed.</p>	<p>Participating entities may deploy the STEM For Kids curricula in multiple delivery formats with the students such as in-school programs, enhancements to their current instruction, afterschool programs, summer / winter / spring camps, weekend enrichment programs, STEM / Parent nights, student assemblies and instructor-led online programs. Sample multi-year progression pathways are shown in the "Pricing" folder.</p> <p>Beyond our standard offerings, we can develop custom Pathways or Themes to meet the unique student developmental needs of the Participating Entities. We have done this successfully with many of our clients in the past.</p>	*
49	<p>Describe how your offerings integrate with other curricula, platforms, or solutions.</p>	<p>a) Our offering integrates well with Google for Education platform that's pervasive in the education space currently including Google Meet, Drive and Classroom.</p> <p>b) We use various industry standard computer coding languages like Python, Java, HTML, etc.</p> <p>c) We leverage various industry standard tools like Lego Robots, Minecraft for Education, Scratch Programming, etc. Most of our products are designed to be tool agnostic allowing the Participating Entities to leverage our resources with tools that they may already have deployed.</p>	*
50	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>All of our curriculum portfolio is available for digital use thereby reducing paper usage and hence reducing the carbon footprint. Participating entities have the option to procure physical materials and documents from us as needed.</p>	*
51	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>This question on third-party issued eco-labels, ratings, or certifications is currently not applicable to STEM For Kids or the products or services provided by STEM For Kids.</p>	*

<p>52</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Our uniqueness comes from two attributes:</p> <ol style="list-style-type: none"> <li>1. A broad and comprehensive curriculum portfolio comprising career-ready topics in the fields of engineering, biomedicine, computer programming, robotics, business and finance including cutting-edge Artificial Intelligence, Data Science and Machine Learning. Our portfolio is the most elaborate and extensive in the market today and includes over 40 curriculum and over 1200 hours of instruction.</li> <li>2. Our 4-Dimensional Learning Methodology that brings STEM /STEAM learning and bundles it seamlessly with career connections and practices, cross-cutting concepts and social emotional learning (SEL) for children in grades K-8.</li> </ol> <p>We hear from education, government, and nonprofit entities that they need: assistance in regularly bringing innovative STEAM courses to their students, to keep pace with the ever evolving and fast changing world of STEM, and to enable social emotional learning (SEL) for their students through engagement.</p> <p>When we started 14 years ago, we supplanted the traditional one-dimensional approach to STEM with our industry leading integrated STEM approach - blurring the lines between the traditional silos of technology, science and math learning as part of STEM enrichment for students. Then, we embarked on the transformation towards 4-Dimensional Learning that brings core concepts alive with career connections and social emotional learning. Our Learning Methodology integrates core STEM ideas with career connections, practices, social emotional learning and cross cutting concepts while keeping it fun and engaging for children. STEM For Kids provides curriculum and professional development to teachers on our 4-Dimensional Learning Methodology that they can use during, after, or out of school time.</p> <p>Furthermore, there is an immediate and prolonged need for incorporating more blended approaches to learning that combine both in-person and online interactions. Whether the Sourcewell participating entities are government, education, or nonprofit looking to integrate STEM+SEL into what they already do, they can start empowering their students with STEM in just a matter of days through our proven system that is already deployed in numerous communities globally. In addition to curriculum and training to boost the Participating Entities' efforts with our experience and know-how, in select markets we also provide delivered services - classes in-person or online, and offering after-school programs, camps, in-class engagement, special events or any other format they want for their students.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Our affiliate, STEM For Kids LLC, is a minority owned vendor certified by the North Carolina Office for Historically Underutilized Businesses (HUB Office). Please see the certification in the "Company Information" folder. Additionally, many of our independent operators in the STEM For Kids network are also minority and/or women owned businesses.
54		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our affiliate, STEM For Kids LLC, is a minority owned vendor certified by the North Carolina Office for Historically Underutilized Businesses (HUB Office). Please see the certification in the "Company Information" folder. Additionally, many of our independent operators in the STEM For Kids network are also minority owned businesses.
55		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our affiliate, STEM For Kids LLC, is a women owned business. Please see the certification in the "Company Information" folder. Additionally, many of our independent operators in the STEM For Kids network are women owned businesses.
56		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	One independent operator in the STEM For Kids network is a veteran owned business.
58		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
59		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our affiliate, STEM For Kids LLC, is a small business. All of our independent operators in the STEM For Kids network are small businesses.
60		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
61		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our affiliate, STEM For Kids LLC, is a women owned small business. Please see the certification in the "Company Information" folder. Additionally, many of our independent operators in the STEM For Kids network are women owned small businesses.

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Net 15 days. Bank transfer.
63	Describe any leasing or financing options available for use by educational or governmental entities.	N/A

64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>STEM For Kids utilizes a comprehensive set of standard transaction documents to ensure clarity, consistency, and transparency in all agreements and services provided. The following documents are proposed for use in connection with an awarded agreement:</p> <ul style="list-style-type: none"> <li>+ Digital Request for Information (RFI) Form Sample – This document outlines the process for collecting and assessing key details from participating entities to tailor our services to their specific needs. It serves as a foundational tool for initiating collaboration and gathering essential project requirements.</li> <li>+ Terms and Conditions – Our comprehensive Terms and Conditions document (our standard Curriculum Services Agreement) governs the overall relationship between STEM For Kids and participating entities. It addresses essential aspects such as payment terms, intellectual property rights, warranties, liabilities, and dispute resolution processes. For custom offerings, we may additionally utilize a more detailed contract detailing the deliverables, implementation timelines, and responsibilities of both parties. It ensures alignment on program expectations and service levels. See samples in the “Standard Transaction Document Samples” folder.</li> </ul> <p>These documents collectively ensure a structured and efficient engagement process, providing participating entities with a clear framework for procuring and implementing STEM For Kids solutions. All template agreements and transaction documents will be uploaded as part of this submission for review and consideration.</p>	
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payment is supported. The processing cost is similar to credit card processing.	*
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our offered products, list prices, pricing details and Sourcewell discounts are shown in the uploaded document “Products and Price” in the “Pricing” folder.	*
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please see the “Products and Price” document uploaded in the “Pricing” folder for pricing and offered discount.	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	Our pricing as shown in response to question #66 already shows tiered pricing based on volume. No additional discounts are available.	*
69	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Various third party products, tools and resources can be sourced through as part of our Curriculum Materials kit. These include robotic kits, Internet of Things circuits, etc. Such items are provided “as-is” and are provided at cost plus 15% for handling.	*
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Pricing shown are for services as specified in the “Products and Price” document uploaded in the “Pricing” folder. Some optional items are also shown in the document. Not all offered services are listed.</p> <p>For our standard offering, for example:</p> <ul style="list-style-type: none"> <li>a) Only digital curriculum access and training are included. If the Participating Entity desires printed materials or on-site training, additional costs apply.</li> <li>b) After acquiring our curriculum, the participating entity may need to acquire 3rd party product licenses and/or materials. We specify these materials in our training.</li> </ul>	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Curriculum materials (not including 3rd party kits as described in response to question #56) are shipped using various logistical providers like Fedex, UPS or USPS. Delivery costs are charged at cost to the Participating Entities.</p> <p>Some printed materials are shipped through Amazon’s reliable delivery network, ensuring fast, cost-effective, and trackable shipping directly to participating entities, with shipping costs calculated at checkout based on location and order size.</p>	*

72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see response to #71. No other special provisions apply for these regions.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>We already employ a monthly revenue reporting program with the STEM For Kids operators. In addition, we deploy a monthly discipline to review all Sourcewell Leads in our CRM software and review progress with each assigned operator. This process is governed by the following guiding principles:</p> <p>a) Ensure that all assigned accounts are being actively worked.</p> <p>b) For leads progressing forward in Discovery and beyond stages, ensure compliance with Sourcewell Contract.</p> <p>c) Track all closed sales, revenue and resulting administration fees for quarterly reporting to Sourcewell.</p> <p>The deployment of this process is incorporated into our regular check-ins with the operators.</p>	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>As part of the current sales management process and CRM, we monitor various leading and lagging indicators to assess success and also to improve our sales performance continuously. Some examples of metrics:</p> <p>a) # of engaged leads from the Sourcewell Participating Entities. [to measure efficacy of marketing]</p> <p>b) % Awarded and Lead-to-Sales time [to measure efficacy of sales]</p> <p>c) Awarded \$s</p> <p>d) Operational metrics - # of teachers, # of students impacted [delivery metrics]</p> <p>e) Lost contracts review for sales training and performance improvements</p>	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	In the event of an awarded contract with a Sourcewell Participating Entity that we do not currently work with directly, we will pay Sourcewell an administrative fee of 2% of the initial fees received for facilitating, managing and promoting our offerings including but not limited to our expectations as stated in response to question #41. The fees will be earned after the Participating Entity has paid us the initial fees for the products and services per the awarded contract. Earned fees will be paid quarterly to Sourcewell.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>The Participating Entities will receive the following discounts:</p> <p>a) 10% discount off list prices for our Curriculum Services.</p> <p>b) 4% discount off list prices for our Delivered Services and Materials Kit.</p> <p>c) The discounts do not apply to any 3rd party "sourced" products as described in question #69 or to any travel related, handling or other cost-based charges.</p>

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

Line Item	Question	Response *
78	Provide a detailed description of all the Solutions, including used, offered in the proposal.	<p>Product 1: Online Curriculum Subscription</p> <p>STEM For Kids provides Sourcewell participating entities with actionable content, sustained training and support to enable their teachers to consistently engage their students in career-readiness skills through the proven STEM For Kids curriculum and 4-Dimensional Learning Methodology.</p> <p>Product 1 Includes:</p> <p>A) Digital access to the STEM For Kids Resources Library &amp; training that includes 10+ STEM curriculum themes covering over 300 hours of instruction, STEM activities / lesson plans in various themes of mechanical engineering, biomedical engineering, computer programming, entrepreneurship, robotics, sustainability engineering, website designing, mathematics, artificial intelligence, and more. See the details of the covered theme in subscription in the "Online Curriculum Subscription Sample" document in the "Pricing" folder.</p> <p>+ Each theme is aligned with applicable educational standards related to science, mathematical practice, language arts, technology and computing.</p> <p>+ Each theme is bolstered with STEM For Kids 4-Dimensional Learning and delivers actionable content for up to 30 hours of instruction.</p> <p>+ Five Pathways are currently offered. See details in the "Products and Price - Pathways" document and product brochures uploaded in the "Pricing" folder.</p> <p>B) Participants receive detailed lesson plans that incorporate hands-on activities on various STEM topics, using computers and other technology per the selected theme as tools, and business and finance. They will receive student worksheets and other digital assets to apply to their programs immediately during training.</p> <p>C) With our professional development, Sourcewell participating entities will have access to new innovative curriculum without the hassle of developing new lessons to stay attuned to the real world of STEM. They will be able to apply the theme to different delivery formats such as in-school programs, enhancements to their current instruction, afterschool programs, summer / winter / spring camps, and instructor-led online programs. As they are trained, they can start offering student classes typically staggered 2-4 weeks.</p> <p>Product 2: Printed Books</p> <p>We offer printed Instructor manuals, student handbooks and other resources for our various curriculum. Sample books are shown in the "Printed Books Sample" document in the "Pricing" folder .</p> <p>Other Products:</p> <p>Beyond the standard offerings above, many options are available including additional curriculum and training, material kits, value added services and delivered services (programs delivered by STEM For Kids instructors directly to the students served by the Participating Entities') as shown in the "Products and Price" document uploaded in the 'Pricing' folder.</p> <p>+ Beyond the 10 themes covered in the subscription described above, we offer additional themes. The complete listing of available STEM curriculum themes are shown in the "SFK Brochure" document in the "Marketing Plan/Samples" folder.</p> <p>+ Additionally, the themes can be combined to provide a scaffolded multi-year progression for students (Pathways). Sample Curriculum Pathways are shown in the "Pricing" folder.</p>
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Professional Development</p> <p>Curriculum</p> <p>Training</p> <p>Delivered Services</p>

**Table 7B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
80	Teaching resources, curriculum, kits, videos, and Do-it-Yourself (DIY) activities.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM For Kids is primarily focused on the "Teaching resources, curriculum, kits, videos, and Do-it-Yourself (DIY) activities" category.
81	Sight, sounds, and sensory learning tools.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
82	MakerSpace and fabrication laboratory (Fab Lab) equipment and products.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
83	Robotics, Artificial Intelligence (AI), and coding equipment and products.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
84	Design tools and educational or production-grade 3D printers.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
85	Virtual reality, augmented reality, or simulation devices and applications.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
86	Industrial and technical equipment or tools.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
87	Agricultural or plant science equipment and products.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
88	Renewable or alternative energy educational products.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
89	Technology and services to the extent that they are complementary and directly related to the solutions described in 80 - 88 above, including hardware and software, training, professional development, accreditation, certification or credentialing, installation, maintenance or repair, support, and warranty programs. However, this solicitation should NOT be construed to include "service-only" or "software-only" solutions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM For Kids is primarily focused on the "training," "professional development" and "support" category.

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

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

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

**Documents**

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

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

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.zip - Monday January 06, 2025 12:45:22
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday January 06, 2025 12:45:33
- [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Monday January 06, 2025 12:46:36
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE MBE SBE or Related Certificates.zip - Monday January 06, 2025 12:47:32
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday January 06, 2025 12:47:53
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Company Information.zip - Monday January 06, 2025 12:48:12

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Moni Singh, President, STEM For Kids LLC

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_STEM_Education_RFP010725</b> Mon December 30 2024 04:34 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_10_STEM_Education_RFP010725</b> Fri December 27 2024 09:18 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_STEM_Education_RFP010725</b> Tue December 24 2024 11:10 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_8_STEM_Education_RFP010725</b> Fri December 20 2024 03:10 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_STEM_Education_RFP010725</b> Fri December 13 2024 03:07 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_STEM_Education_RFP010725</b> Wed December 11 2024 03:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_STEM_Education_RFP010725</b> Mon December 9 2024 08:40 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_STEM_Education_RFP010725</b> Thu December 5 2024 08:38 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_STEM_Education_RFP010725</b> Tue December 3 2024 03:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_STEM_Education_RFP010725</b> Tue November 26 2024 11:31 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_STEM_Education_RFP010725</b> Tue November 12 2024 03:04 PM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1  
TO  
SOURCEWELL MASTER AGREEMENT #010725-SFK**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Stem For Kids LLC**. (Supplier).

Sourcewell entered into a contract, 010725-SFK, with Supplier to provide STEM Education Solutions and Equipment with Related Accessories, Supplies, and Services effective May 15, 2025, through May 14, 2029 (Contract).

Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

Article 22. Insurance Coverage, section a) Commercial General Liability Insurance is amended to decrease the Minimum limits as follows:

\$1,000,000 each occurrence Bodily Injury and Property Damage  
\$1,000,000 Personal and Advertising Injury

Except as specifically amended above, the Contract remains in full force and effect.

Sou Signed by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Chief Operating and Procurement Officer  
Date: 10/9/2025 | 1:00 PM CDT

Ste Signed by:  
*Moni Singh*  
7C1D34BECB624DB...  
By: \_\_\_\_\_  
Moni Singh  
President  
Date: 10/15/2025 | 2:18 PM CDT