

REQUEST FOR PROPOSAL #R10-1164 FOR: Educational School Supplies and Related Services

March 28, 2024

Section Two:
Proposal Submission, Questionnaire and
Required Forms

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.



PROPOSAL FORM 1: ATTACHMENT B - PRICING

QUESTIONNAIRE & EVALUATION CRITERIA:



PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:



PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES



PROPOSAL FORM 4: CLEAN AIR AND WATER ACT



PROPOSAL FORM 5: DEBARMENT NOTICE



PROPOSAL FORM 6: LOBBYING CERTIFICATION



PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS



PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS



PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295



PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION



PROPOSAL FORM 11: RESIDENT CERTIFICATION



PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM



PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS



PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)



PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT



PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)



PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM



PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION



PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM



PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT



PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE



PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	What is your company's official registered name?	STEMfinity, LLC
	What is the mailing address of your company's headquarters?	9841 W. Emerald St. Boise, ID 83704
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	William Albert Founder and CEO sales@stemfinity.com 800-985-7836
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	Does pricing submitted include the required administrative fee?	Yes
	Do you offer any other promotions or incentives for customers? If yes, please describe.	We encourage staff and educators to contact us prior to submitting a PO so we can look for and quote any promotional, bulk order, and/or shipping discounts that are available.
Ability of Customers to verify that they received contract pricing	Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?	Yes
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	Invoices are sent to the customer with standard net 30 terms. We accept checks, credit cards and EFT, although we do not accept credit cards for orders placed with POs. Credit cards can be accepted at the time an order is placed (online or over the phone).
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		

Product quality and features	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	STEMfinity is a reseller of STEM educational materials, including Science, Technology, Engineering, Math, Robotics, 3D Printers, AR/VR Technology, eSports, Rocketry, drones, and more.
	<i>Outline how your products compare to those of your competitors.</i>	STEMfinity has been the leading supplier of STEM educational resources for over 10 years. Offering over 10,000 products from over 150 brands, our website is a One-Stop STEM Shop where educators can effortlessly discover, learn about, and purchase the latest, vetted products at competitive prices. In addition, we are the exclusive K-12 education reseller of DFRobot and HADO technology sports in the U.S.
	<i>Outline your delivery process such as product tracking capabilities and ensuring timely order fulfillment.</i>	STEMfinity ships via USPS, FedEx, and/or FedEx Freight as necessary. Inside delivery is available for an additional cost. All products shipped include tracking and delivery estimates are available at the time a quote is provided.
	<i>Outline your average fill rate and average on time delivery rate.</i>	90%. Delays are typically the result of extreme weather impeding shipped goods in transit. Our staff check with suppliers for inventory and shipping dates at the time quotes are generated to provide an accurate and reliable delivery estimate.
	<i>Describe how you ensure that your products meet relevant safety standards and align with current educational standards/best practices.</i>	We continually evaluate our products to ensure they meet our strict expectations of quality and regularly add new, cutting-edge products and brands. Any new products and vendors go through a rigorous evaluation and are thoroughly vetted for safety and educational standards alignment prior to being listed on our website and catalogs.
	<i>Describe any professional development or training resources you provide to help educators effectively use your products and services.</i>	Many of our products include professional development services offered in person and/or virtually, both during initial implementation and follow-up sessions. Additionally, most of our education resources come with curriculum, lesson plans, teacher guides, and/or internet-based resources and forums teachers can consult for ideas for use.
	<i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i>	STEMfinity has 1 office/location with is our headquarters in Boise, Idaho. All of our products are offered in all 50 states.
	<i>Outline any value-added capabilities not already addressed.</i>	STEMfinity has a team of STEM Experts who can customize solutions for schools based on their needs. We do the shopping for them and curate the best options to save teachers, administrators time and money. Plus, STEMfinity provides free grant writing services to supplement the variety of STEM programs implemented in schools, afterschool, summer, and or makerspaces.
Response to emergency orders and stock availability	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests.</i>	STEMfinity regularly receives inquiries and POs from educators who have just been advised they have funds that must be spent immediately or forfeited. Our staff is experienced in responding to such inquiries with urgency, creating custom solutions, and providing quotes to satisfy district requirements.
	<i>Describe any product warranties/guarantees offered.</i>	STEMfinity products include a standard 1-year warranty and some products offer additional warranties.

	<i>Outline how you manage stock availability rate and your return/restocking policy.</i>	STEMfinity has a large warehouse at our headquarters in Boise, Idaho, where inventory is tracked and replenished as needed. For larger orders, we work with vendors to ship directly to customers. We request that district buyers or customers reach out to STEMfinity as early as possible when considering large purchases so we can work with our suppliers to ensure stock availability, meet delivery deadlines, etc. We have an agile team that often creates custom solutions for schools. We have a 30-day return window and ask that customers contact us to obtain a Return Authorization. A restocking fee may apply. Each situation is evaluated individually and our goal is to make sure educators have what they need.
Integration with other platforms	<i>Describe your company's ability to integrate with third party e-commerce platforms i.e. ESM, SAP, Jaggaer, and Coupa.</i>	STEMfinity seamlessly integrates its Shopify ecommerce platform with third-party e-commerce platforms such as ESM, SAP, Jaggaer, and Coupa through robust APIs and middleware solutions. This integration process involves leveraging Shopify's API for connectivity, utilizing middleware platforms like Zapier or MuleSoft for bridging, and occasionally employing custom development for tailored integrations. Data mapping ensures alignment between Shopify and third-party platforms, while synchronization mechanisms maintain data consistency. STEMfinity prioritizes authentication and security, implementing secure protocols to protect shared data. Thorough testing and ongoing optimization further ensure efficient integration, resulting in streamlined operations and enriched customer experiences.
	<i>Outline your ordering platform and highlight any features and functionality.</i>	Our ecommerce website, www.stemfinity.com , allows users to easily filter products by subject, grade level, environment (in-school, after school, summer camp, clubs, etc.). Many products include demonstration videos, sample curriculum/activities, and links to forums for additional implantation ideas. Users may select items to add to cart, and request a custom shipping estimate prior to check out/payment.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	Our Customer Service Department located at our headquarters in Boise, Idaho, is available by phone and email weekday from 8:00 am to 5:00 pm Mountain time. We strive to provide product expertise as it relates to educational needs and goals and regularly provide training on products and current educational trends for all customer service staff. We have developed SOPs and guidelines to allow staff room to provide necessary solutions to deliver outstanding service.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters</i>	Financial statements for 2021 and 2022 are included in the appendix. We expect to receive our 2023 statements from our accounting firm shortly and can provide those once received if desired.
	<i>What was your annual sales volume over last three (3) years?</i>	2023: \$10,000,000.00 2022: \$5,644,336.00 2021: \$6,637,583.60
History of meeting products and services timelines	<i>Outline the process timeline for product pickup, delivery, and any other applicable capabilities not already addressed.</i>	Many products are available for immediate shipping once a PO is received. Our sales staff check with suppliers on inventory and shipping readiness when creating quotes and relay shipping timeframes to customers prior to placing

		orders. Our staff are experienced in creating custom solutions, and we encourage educators and staff to reach out for quotes so we may understand their delivery needs and work to find solutions that accommodate their requirements.
	<i>Outline your quality control, fulfillment, and tracking processes to ensure order accuracy and completeness.</i>	All products delivered to our warehouse are inspected upon receipt. Any complaints about product quality that were drop-shipped directly from suppliers is handled immediately. We often ask for photos, but we work to replace defective materials immediately for the customer and work separately to address the issue with our suppliers, without delaying products for our customers.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	Our Accounting department is experienced in working with cooperatives and contracts to comply with regular reports, billing, and fee requirements.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	STEMfinity collaborates with Ataraxis, a Professional Employer Organization (PEO), to co-employ its workforce. This partnership allows STEMfinity to streamline HR processes and access comprehensive employee management services while focusing on its core business activities. STEMfinity maintains an exemplary safety record with a safety rating of [insert rating], an Experience Modification Rate (EMR) of [insert EMR], and a competitive worker's compensation rate of [insert rate], demonstrating its commitment to ensuring a safe and healthy work environment for its employees.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	www.stemfinity.com
	<i>Please provide a brief history of your company, including the year it was established.</i>	STEMfinity was founded in 2011 by William "Bill" Albert with the mission of making STEM learning more accessible and enjoyable for students and educators from all backgrounds. This meant not only providing STEM resources to students and educators but also devising better procedures for effectively integrating these resources into classrooms, afterschool programs, and educational clubs. Today, we are the leading supplier for STEM educational resources. Our sales representatives' focus is on educational resources and they are STEM product experts. We have a fully functioning and up-to-date e-commerce website where customers can discover, learn about, and place orders for products easily with a purchase order or credit card. All of our relationships and accounts with our suppliers are in good standing. All of STEMfinity's departments are adequately staffed to effectively consult with customers, create customized solutions, process orders, procure and ship products without delay, invoice accurately and answer any questions.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	No
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region</i>	Executive Support: William Albert, Founder and CEO, bill@stemfinity.com , (800)985-7836, 13 years Account Manager: William Albert Contract Manager: William Albert

	<p>10 requests contacts to cover the following:</p> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p>Marketing: Alex Johnsen, Marketing Manager, alex@stemfinity.com, (800)985-7836, 5 years Billing, Reports, Accounts Payable: Nick Kator, Accounts Payable, nick@stemfinity.com, (800)985-7836, 3 years</p>
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?	\$16,000,000
	What is your strategy to increase market share in the public sector?	<p>STEMfinity employs a multifaceted strategy to boost its market share in the public school sector, actively seeking bids and grants for educational projects, leveraging its expertise to secure contracts and funding. Additionally, it utilizes its ecommerce platform to provide educators with easy access to a wide array of STEM products and resources tailored to their needs. Engaging in tradeshow and conferences, STEMfinity networks with key stakeholders, establishing partnerships with schools and educational institutions. Committed to supporting education, it also conducts donation programs, providing schools with essential STEM materials. By integrating these strategies, STEMfinity aims to cement its presence in the public school sector and emerge as a trusted promoter of STEM education nationwide.</p>
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.	N/A
Minimum of 5 public sector customer references relating to the products and services within this RFP	<p>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</p>	<ul style="list-style-type: none"> • Dallas ISD, Jennifer Sancedio, Library Media Specialist, Dallas, TX, 972-925-2161, 5 years, provided STEM education materials and services, \$500,000 • Greenville ISD, Johanna Friedel, ACE Project Director, Greenville, TX, 903-408-4433, 8 years, provided STEM education materials and services, \$100,000 • Communities in Schools of Southeast Harris County, Senior ACE Project Director, Angleton, TX, 10 years, provided STEM education materials and services, \$75,000 • Ysleta ISD, Christine Gerlach, Director of Purchasing, El Paso, TX, 915-434-0288, 9 years, provided STEM education materials and services. • Clayton County Public Schools, Tameaka McKinney, Coordinator of STEM Education, Jonesboro, GA, 4 years, sourced and fulfilled over 9,000 individual science kits for rapid response to COVID-19 remote learning requirements.
Company profile and capabilities	Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and	We sell to customers directly.

	<i>subcontractors comply with the pricing and terms of the contract.</i>	
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	We are privately held, and the company is NOT owned/operated by anyone who has been convicted of a felony.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	No
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	No
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	No
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	We do not currently have a strategy in place.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-</i>	STEMfinity will develop 2 categories of email campaigns for this contract, 1 geared toward increasing company awareness and another positioning STEMfinity's products within Region 10 ESC and Equalis Group goals. These emails will link to either product collections or the Region 10 ESC landing page, allowing a smooth customer

	<i>to-market strategy in the public sector.</i>	<p>experience and marketing data for us to fine tune our marketing throughout the contract. Additional emails will be sent quarterly, and Region 10 ESC contacts will have the opportunity to opt into STEMfinity's newsletter and other marketing.</p> <p>STEMfinity will develop a landing page specifically for Region 10 ESC. The page will introduce STEMfinity specifically as it relates to this contract, our experience working with similar agencies and educators, and an overview of our products and site navigation. This page will include links to key areas of the website and product collections especially suited to Region 10 ESC.</p> <p>STEMfinity will also create a landing page for Equalis Group members. We will introduce our company and products, and encourage members to piggyback on the Region 10 ESC contract. It will focus on the benefits of creating a supplemental contract, including their time and cost savings by not having to bid, as well as the fact that STEMfinity has been vetted and approved by Region 10 ESC.</p> <p>STEMfinity plans to promote this contract to Region 10 ESC and Equalis Group through social media promotion, as well as the email campaigns. STEMfinity will also target posts and articles on LinkedIn to Region 10 ESC and Equalis Group followers. In addition, STEMfinity will follow the Region 10 ESC and Equalis Group LinkedIn accounts and interact with followers. Finally, STEMfinity will target Instagram and X posts using hashtags identified being used by Region 10 ESC and Equalis Group members.</p> <p>STEMfinity will research and utilize SEO keywords in the Region 10 ESC and Equalis Group web landing pages, social media posts and relevant blog posts.</p> <p>Key performance indicators will be measured and analyzed, including: (1) Number of website visits and engagement metrics such as bounce rate and time spent on site. (2) Number of social media followers, engagement metrics such as likes, shares, and comments, and referral traffic to the website. (3) Number of partnerships established with traditional school districts in Region 10. (4) Email campaign metrics such as open rate, click-through rate, and conversion rate.</p>
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	All sales and customer service staff are routinely and rigorously trained on awarded contracts' terms and conditions, and are enthusiastically committed to offering the contract to public agency customers.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	STEMfinity agrees.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales</i>	STEMfinity is experienced in complying with monthly reporting requirements similar to those required by this

	<i>through this agreement to Equalis Group.</i>	contract. Our Accounting department is committed to emailing the monthly detailed line-item report of all sales made under the contract during the preceding month.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	BuyBoard 661-22 Choice Partners 23/029SG-14 CTPA 20-040 TIPS 230807 Arlington ISD 22-07
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	If awarded RFP #R10-1164 for Educational School Supplies and Related Services, STEMfinity, LLC would implement tailored strategies for both new and existing customers. For new clients, proactive outreach campaigns would highlight expertise, products, and quality service through personalized presentations and introductory offers. Direct communication with decision-makers would ensure solutions aligned with their specific requirements. Existing customer relationships would be nurtured through satisfaction assurance, value-added services like discounts and customized bundles, and regular communication to address needs promptly. The overarching aim is to cultivate strong partnerships, delivering exceptional value and service to support educational objectives effectively.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	STEMfinity will have 3 sales representatives work on this contract and they are all based in our Boise, Idaho headquarters.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

N/A

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: STEMfinity, LLC

Title of Authorized Representative: William Albert, Founder and CEO

Mailing Address: 9841 W. Emerald St., Boise, ID 83704

Signature: 

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: STEMfinity, LLC

Title of Authorized Representative: William Albert, Founder and CEO

Mailing Address: 9841 W. Emerald St., Boise, ID 83704

Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

4/23/2024

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature of Respondent

4/23/2024

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR STEMfinity, LLC

ADDRESS 9841 W. Emerald St.
Boise, ID 83704

PHONE 800-985-7836

FAX 888-557-7836

RESPONDANT



Signature

William Albert

Printed Name

Founder and CEO

Position with Company

AUTHORIZING OFFICIAL



Signature

William Albert

Printed Name

Founder and CEO

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please see STEMfinity's Form 1295 in the Appendix following this Forms section.

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? WA
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? WA
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? WA
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
- ☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

STEMfinity, LLC	9841 W. Emerald St.	
Company Name	Address	
Boise	Idaho	83704
City	State	Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? WA

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? WA

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? WA

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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.

Does vendor agree? WA

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? WA

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? WA

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? WA

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? WA

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? WA

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

Does vendor agree? WA

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? WA

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? WA

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? WA

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? WA

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.


Does vendor agree? WA

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

STEMfinity, LLC

Company Name



Signature of Authorized Company Official

William Albert

Printed Name

Founder and CEO

Title

4/23/2024

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? WA
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? WA
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? WA
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? WA
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? WA
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? WA
(Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? WA
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? WA
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? WA
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

4/23/2024

Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: STEMfinity, LLC

Street: 9841 W. Emerald St.

City, State, Zip Code: Boise, ID 83704

Complete as appropriate:

I William Albert, certify that I am the sole owner of STEMfinity, LLC, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
none		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

William Albert Founder and CEO
Authorized Signature and Title

4/23/2024
Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name: STEMfinity, LLC

Street: 9841 W. Emerald St.

City, State, Zip Code: Boise, ID 83704

State of New Jersey

County of Ada

I, William Albert of the Boise
Name City

in the County of Ada, State of Idaho of full
age, being duly sworn according to law on my oath depose and say that:

I am the Founder and CEO of the firm of STEMfinity, LLC
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

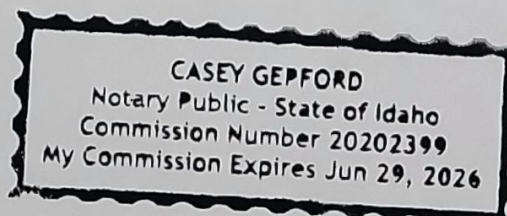
STEMfinity, LLC
Company Name

Will Albert Founder and CEO
Authorized Signature & Title

Subscribed and sworn before me

this 23rd day of April, 2024

[Signature]
Notary Public of New Jersey
My commission expires 6/29, 2026



SEAL

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: STEMfinity, LLC
Street: 9841 W Emerald St
City, State, Zip Code: Boise, ID 83704

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form X
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Will Allet
Authorized Signature and Title

4/23/2024
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in dark ink, appearing to read "Will Alt", is positioned above a horizontal line.

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	STEMfinity, LLC		
Address:	9841 W Emerald St		
City:	Boise	State: ID	Zip: 83704

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	William Albert	Founder and CEO
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☒ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	\$ N/A

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of N/A

Vendor Name: N/A

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: N/A

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

N/A

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: STEMfinity, LLC

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

N/A

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☐ Corporation

☒ Limited Liability

☐ Subchapter S

Corporation

Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders: N/A

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>23</u> day of <u>April</u> , 2024	
(Notary Public)	(Affiant)
My Commission expires: <u>6/29/26</u>	William Albert, Founder and CEO
	(Print name & title of affiant)
	(Corporate Seal)

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

STEMfinity proposes a deviation from the following terms and conditions:

"9.3 Additional Charges: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing."

Because our product size and weights vary from miniscule to filling an entire room and may be shipped to locations throughout the entire U.S. under this contract, it is difficult to incorporate set shipping costs into item price. If we were to do so, we would have to price shipping on the costliest scenario, thereby increasing the price of the item for all customers (to some of whom, the actual shipping cost would be substantially less) unnecessarily.

For this reason, we propose F.O.B. destination shipping at an additional price which will be provided to each customer on a custom quote.

Our sales team will always look for and apply any promotional, bulk order, and shipping discounts available at the time of quote in order to provide the member with the lowest cost possible.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

4/23/2024

Date


Authorized Signature & Title

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	STEMfinity, LLC
Address	9841 W. Emerald St.
City/State/Zip	Boise, ID 83704
Telephone No.	800-985-7836
Fax No.	888-557-7836
Email address	sales@stemfinity.com
Printed name	William Albert
Position with company	Founder and CEO
Authorized signature	

Term of contract July 1, 2024 to June 30, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

STEMfinity, LLC
Boise, ID United States

Certificate Number:
2024-1152126

Date Filed:
04/25/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 10 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R10-1164
Educational School Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Albert, William	Boise, ID United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is William Albert, and my date of birth is 12/01/1977.

My address is 9841 W. Emerald St., Boise, Idaho, 83704, U.S.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Ada County, State of Idaho, on the 25th day of April, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

STEMFINITY, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

Accountant's Compilation Report

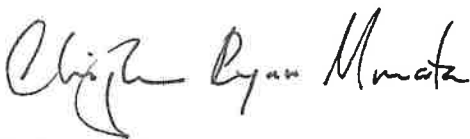
STEMfinity, LLC
Boise, Idaho

Management is responsible for the accompanying financial statements of STEMfinity, LLC (an S Corporation) which comprise the statements of assets, liabilities and shareholder's equity – income tax basis as of December 31, 2022 and 2021, and the related statements of revenue and expenses – income tax basis for the twelve months then ended in accordance with the income tax basis of accounting, and the determination of that framework is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy of completeness of the information provided by management. Accordingly, we do not express such an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the income tax basis of accounting which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's assets, liabilities, equity, revenue, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to STEMfinity, LLC as of and for the twelve months ended December 31, 2022 and 2021, because we performed certain accounting services that impaired our independence.



Boise, Idaho
March 26, 2024

STEMfinity LLC
Statements of Assets, Liabilities, and Shareholder's Equity - Tax Basis
December 31, 2022 and 2021

	Assets		
	2022	2021	Variance
Current Assets			
Petty Cash	\$ 390.91	\$ 63.94	\$ 326.97
Checking-Banner Bank	(58,347.09)	461,977.44	(520,324.53)
Checking-Zion's	34,509.41	16,605.74	17,903.67
Checking-CapEd	30.85	30.85	0.00
PayPal	5,755.73	11,369.08	(5,613.35)
Accounts Receivable	440,235.84	235,315.85	204,919.99
Undeposited Funds	11,224.56	2,199.89	9,024.67
Inventory	193,439.22	260,911.48	(67,472.26)
Due from Shareholder	49,888.70	0.00	49,888.70
Prepaid Expenses	3,500.00	25,773.72	(22,273.72)
Temporary Holding	212,339.07	21,100.98	191,238.09
Accrued Purchases Receivable	64,075.45	13,299.39	50,776.06
State Income Tax Refund	17,169.00	17,169.00	0.00
Total Current Assets	974,211.65	1,065,817.36	(91,605.71)
Property and Equipment			
Equipment	8,589.98	131,750.81	(123,160.83)
Furniture & Fixtures	11,439.00	17,488.27	(6,049.27)
Leasehold Improvements	0.00	2,600.00	(2,600.00)
Vehicles	59,751.12	59,751.12	0.00
Accumulated Depreciation	(36,216.09)	(61,786.39)	25,570.30
Accumulated Amortization	0.00	(106,520.97)	106,520.97
Total Property and Equipment	43,564.01	43,282.84	281.17
Total Assets	\$ 1,017,775.66	\$ 1,109,100.20	\$ (91,324.54)

See Accountants' Compilation Report

STEMfinity LLC
Statements of Assets, Liabilities, and Shareholder's Equity - Tax Basis
December 31, 2022 and 2021

Liabilities and Shareholder's Equity

	<u>2022</u>	<u>2021</u>	<u>Variance</u>
Current Liabilities			
Accounts Payable	\$ 433,798.69	\$ 228,010.37	\$ 205,788.32
CC Payable-US Bank Flex Perks	3,252.79	35,666.52	(32,413.73)
CC Payable-Amex Plum	221,932.01	69,796.19	152,135.82
CC Payable-US Bank Edge	1,283.72	2,969.49	(1,685.77)
CC Payable-Zions	1,000.29	8,258.45	(7,258.16)
Payroll Accrual	22,228.36	22,228.36	0.00
Sales Tax Payable	33,048.48	15,466.60	17,581.88
Gift Certificates Outstanding	21,907.46	13,990.53	7,916.93
Customer Deposits	169,092.48	215.81	168,876.67
Zions Line of Credit	229,733.30	0.00	229,733.30
N/P-PPP Funds	0.00	162,669.30	0.00
 Total Current Liabilities	 1,137,277.58	 559,271.62	 578,005.96
Long-Term Liabilities			
Bank of America Leasing & Capit	0.00	3,668.94	0.00
 Total Long-Term Liabilities	 0.00	 3,668.94	 (3,668.94)
 Total Liabilities	 1,137,277.58	 562,940.56	 574,337.02
Shareholder's Equity			
Distributions	0.00	(426,838.19)	426,838.19
Retained Earnings	546,159.64	708,212.25	(162,052.61)
Net Income (Loss)	(665,661.56)	264,785.58	(930,447.14)
 Total Shareholder's Equity	 (119,501.92)	 546,159.64	 (665,661.56)
 Total Liabilities and Shareholders' Equity	 <u>\$ 1,017,775.66</u>	 <u>\$ 1,109,100.20</u>	 <u>\$ (91,324.54)</u>

STEMfinity LLC
Statements of Revenue and Expenses - Tax Basis
For the Twelve Months Ended December 31, 2022 and 2021

	<u>Dec 31, 2022</u>	<u>%</u>	<u>Dec 31, 2021</u>	<u>%</u>
Revenue				
Fees & Sales	\$ 5,685,574.96	100.73 %	\$ 6,405,014.53	96.50 %
Services	0.00	0.00 %	4,774.00	0.07 %
Shipping Income	0.00	0.00 %	344,558.55	5.19 %
Discounts Received	(41,238.96)	(0.73)%	(116,763.48)	(1.76)%
Total Revenue	<u>5,644,336.00</u>	<u>100.00 %</u>	<u>6,637,583.60</u>	<u>100.00 %</u>
Cost of Goods Sold				
Cost of Sales	3,843,257.34	68.09 %	4,402,386.94	66.33 %
Postage	2,579.52	0.05 %	3,954.66	0.06 %
Shipping, Freight, Delivery	255,199.82	4.52 %	212,545.01	3.20 %
Donated product	<u>3,323.06</u>	<u>0.06 %</u>	<u>19,777.53</u>	<u>0.30 %</u>
Total Cost of Goods Sold	<u>4,104,359.74</u>	<u>72.72 %</u>	<u>4,638,664.14</u>	<u>69.88 %</u>
Gross Profit	1,539,976.26	27.28 %	1,998,919.46	30.12 %
Operating Expenses				
Salaries - Officers	124,999.94	2.21 %	124,999.94	1.88 %
Salaries & Wages	829,760.83	14.70 %	811,104.37	12.22 %
Payroll Taxes	95,270.62	1.69 %	94,048.41	1.42 %
Advertising	214,149.17	3.79 %	235,989.98	3.56 %
Auto Expense	11,876.01	0.21 %	6,966.79	0.10 %
Bank & Finance Charges	64,344.07	1.14 %	49,557.04	0.75 %
Computer & Internet Expense	4,634.07	0.08 %	3,418.59	0.05 %
Contributions	1,750.00	0.03 %	0.00	0.00 %
Employee Benefits	114,332.95	2.03 %	87,668.32	1.32 %
Fraud/Chargeback	2,635.39	0.05 %	2,402.51	0.04 %
Insurance-Liability	6,860.00	0.12 %	6,928.00	0.10 %
Insurance-W/C	3,347.12	0.06 %	3,441.74	0.05 %
Legal & Accounting	34,430.40	0.61 %	37,411.94	0.56 %
Marketing Expense	59,293.09	1.05 %	20,708.22	0.31 %
Meals & Entertainment	35,708.25	0.63 %	8,969.22	0.14 %
Moving/Relocation	3,724.49	0.07 %	0.00	0.00 %
Office Supplies	114,488.88	2.03 %	29,963.04	0.45 %
Rent	126,516.27	2.24 %	89,081.51	1.34 %
Sales Expenses	16,679.13	0.30 %	17,456.00	0.26 %
Software Expense	144,644.53	2.56 %	64,774.61	0.98 %
Taxes & Licenses	8,077.85	0.14 %	4,053.44	0.06 %
Telephone	26,924.54	0.48 %	13,751.49	0.21 %
Third Party Commissions	7,903.64	0.14 %	5,543.06	0.08 %
Trade Show	114,873.46	2.04 %	46,575.24	0.70 %
Travel & Meetings	129,425.74	2.29 %	16,605.03	0.25 %
Warranty	865.19	0.02 %	0.00	0.00 %
Website Expenses	<u>59,633.66</u>	<u>1.06 %</u>	<u>34,103.94</u>	<u>0.51 %</u>
Total Operating Expenses	<u>2,357,149.29</u>	<u>41.76 %</u>	<u>1,815,522.43</u>	<u>27.35 %</u>
Operating Income	(817,173.03)	(14.48)%	183,397.03	2.76 %
Other Income (Expenses)				
Gain (Loss) on Sale of Asset	(244.81)	0.00 %	0.00	0.00 %
Non-taxable-PPP Funds	162,669.30	2.88 %	127,725.50	1.92 %
Depreciation & Amortization	(10,913.02)	(0.19)%	(36,372.15)	(0.55)%
Interest Expense	0.00	0.00 %	(2,113.80)	(0.03)%
State Income Tax Expense	<u>0.00</u>	<u>0.00 %</u>	<u>(7,851.00)</u>	<u>(0.12)%</u>
Total Other Income	<u>151,511.47</u>	<u>2.68 %</u>	<u>81,388.55</u>	<u>1.23 %</u>
Net Income (Loss)	<u>\$ (665,661.56)</u>	<u>(11.79)%</u>	<u>\$ 264,785.58</u>	<u>3.99 %</u>

See Accountants' Compilation Report