



Solicitation Number: RFP#071819

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Prophet Corp. d/b/a Gopher Sport, 2525 Lemond St. SW, Owatonna, MN 55060 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires October 3, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

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

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

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

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 10/1/2019 | 12:38 PM CDT

Prophet Corp. dba Gopher Sport
DocuSigned by:
By: Ryan Reimers
5B980DD853D344B...
Ryan Reimers
Title: CFO
Date: 10/17/2019 | 10:36 AM CDT

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/1/2019 | 2:58 PM CDT

RFP #071819 - Athletic and Physical Education Equipment and Supplies with Related Accessories

Vendor Details

Company Name: Prophet Corp.
Does your company conduct business under any other name? If yes, please state: Gopher, Gopher Performance
Address: 2525 Lemond Street SW
PO Box 998
Owatonna, MN 55060
Contact: Trent Spatenka
Email: bids@gophersport.com
Phone: 800-847-5331 1339
Fax: 888-319-7452
HST#: 411796468

Submission Details

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Email: jessestapp@gophersport.com
Transaction #: f4e46301-31ee-4714-a525-690fbbc5e3b1
Submitter's IP Address: 209.170.226.146

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Prophet Corp. d/b/a Gopher Sport
2	Proposer Address:	2525 Lemond ST SW Owatonna, MN 55060
3	Proposer website address:	www.gophersport.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	<p>Ryan Reimers CFO 2525 Lemond St SW PO Box 998 Owatonna, MN 55060 ryanreimers@gophersport.com 1-800-847-5331 x 1522</p> <p>Beth Gauthier-Jenkin Vice President - Sales and Customer Service 2525 Lemond ST SW PO Box 998 Owatonna, MN 55060 bethgauthierjenkin@gophersport.com 800-847-5331 x1342</p>
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Jesse Stapp Brand Sales Manager - Gopher brand 2525 Lemond ST SW PO Box 998 Owatonna, MN 55060 jessestapp@gophersport.com 855-500-3620</p>
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Trent Spatenka Bid and Sales Analyst 2525 Lemond ST SW PO Box 998 Owatonna, MN 55060 trentspatenka@gophersport.com 800-847-5331 x 1339</p>

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Prophet Corp dba Gopher Sport began in 1947 as Gopher Athletic Supply Co. The humble gopher is the state animal of Minnesota, hence the name then and now. Originally the company was a regional seller of team sports equipment and has since expanded into many other areas in support of our mission which is "To increase the happiness, confidence and self-esteem of young and old by helping them lead more active and healthy lives."</p> <p>The Gopher brand catalog is probably the oldest continually-in-existence seller of equipment for physical education, sports, fitness and recreation in the U.S. Through our Gopher brand, we invent and supply 7,000+ high quality products for physical education, athletics, fitness, strength and conditioning, and recreation.</p> <p>The company's core values are Kindness and Respect, Integrity, Customer Satisfaction, Accountability, Initiative, Sales and Profit Growth, and Fun.</p> <p>Our customers tell us they love us because of our innovative products, our truly great service and our Unconditional 100% Satisfaction Guarantee. We get excited by the challenge of inventing new ways to improve the results and increase the enjoyment of physical activity. We strive to be the easiest, most trustworthy company for our customers to do business with.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>An institution like a K-12 school, a college, or a municipal park and rec department could select from 7,000 innovative, high quality products from more than 90 different product categories sold through the Gopher brand. The product categories available through the Gopher brand include</p> <ul style="list-style-type: none"> Activity Balls Adapted PE Agility Speed Archery Awards

Badminton
Balance Training
Baseball/Softball
Basketball Balls
Basketball Goals
Beanbags
Bikes Bleachers and
Benches Body Weight
Training Books
Bowling
Broomball
Canopies Cardio
Boxing
CharacterEd
Cheerleading
Climbing
Component
Conditioning Ropes
Cones and
Markers Curriculum
Dance
Discs
Dumbbells
Electronics
Ellipticals
Equipment Packages
Exertainment
Facilities
Field Day Field
Hockey Field
Marking First Aid
Fitness Assessment
Fitness Bars Fitness
Circuits Fitness
Equipment Fitness
Games Flag
Football Flexibility
Floor Hockey
Flooring
Football Game
Tables GameDay
Games and Activities
Golf
Gymnastics
Hoops Ice
Hockey
Inflators
Install
Introductory Fitness
Jump Ropes
Kettlebells
Lacrosse Locks
and Lockers Mats
Medicine Balls
Movement
Nutrition Outdoor
Education Paddle
Games Parachutes
Parts
Pedometers
Pinnies and Vests
Playground
Plyometrics Racquet
Ball Rebounding
Resistance Training
Resources
Rhythm Rhythm and
Dance Rhythmn and
Dance Ride-Ons
Rowers
Sand Weights

		<p>Scooters Scoring Screamin' Colors Selectorized Weight Systems Soccer Soccer Goals Special Stability Balls Steppers Steps Stopwatches Storage Strongman Swimming Table Tennis Team Building Tennis Tetherball Track and Field Treadmills UltraPlay Uniforms Upper-Body Ergometers Volleyball Balls Volleyball Standards Weightlifting Equipment Whistles Workout Mats Yoga</p> <p>While the vast majority of what we sell does not require "installation", and those items that do require installation are typically easily handled by the customer, we can arrange for installation if the customer desires.</p>
9	<p>What are your company's expectations in the event of an award?</p>	<p>We expect an increase in business as a result of new customers who may buy exclusively from time-</p> <p>We also expect Sourcewell to provide us with any contact information about active Sourcewell accounts that we could use for sales and marketing activities to make those agencies aware that they can now purchase Gopher equipment using their Sourcewell agreement.</p>
10	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Prophet Corp is a privately-owned corporation registered in MN and has been continually in existence since 1947. We own our 180,000 square foot distribution center, which we built new in 2008 and where most of our almost two hundred team members work. We have no debt. We supply equipment to the majority of US K-12 school districts every year. We also supply equipment to tens of thousands of other institution types each year.</p> <p>The last sentence in Sourcewell's RFP document states " Financial information provided by a Proposer is not considered trade secret under the statutory definition". Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become become public record in accordance with Minnesota Statutes Section 13.591. Instead we included separately a PDF with some key financial ratios from our auditor, a recent Dun and Brad Street credit report on our company, and a reference letter from our commercial bank Wells Fargo.</p>
11	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Most of the market is supplied by privately-owned companies like us, so market share information is difficult to accurately ascertain. We believe the Gopher brand to be the oldest and one of the largest suppliers of physical education equipment in the U.S.</p>
12	<p>What is your Canadian market share, if any?</p>	<p>We have been selling into Canada for almost 10 years. Our market share in Canada is smaller than our market share in the US because of our time in that market.</p>
13	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No</p>

14	How is your organization best described: is it a manufacturer or a distributor/dealer? Provide your written authorization to act as a distributor/dealer, your sales and service force and with your dealer.	We are both a manufacturer and a dealer. We have products manufactured for us under our own brand (example: Wilson brand basketballs) as a distributor. In both cases, the vast majority of the products we sell are used by the customer right out of the box. Products we sell requiring some sort of installation (example: a horizontal climbing wall in the gymnasium or wall mats in the gymnasium) are so straight-forward that they are almost always installed by the customer. If a customer does not want to install the product themselves, we can arrange for installation at an additional charge which will depend on the product to be installed and the installation location.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	No specific licenses or special certifications are required to sell the type of institutional equipment. We follow all state and federal (including Canada) rules and laws that apply to us concerning business registration, sales tax collection, sales tax remittance, tax filing, and anything else.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	N/A
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Physical Education Equipment Sporting Goods Athletic Equipment Sports Equipment Uniforms Fitness Equipment Weight Room Equipment Exercise equipment Recreation Equipment Aquatics Equipment Athletics Surfaces Fitness and Exercise Equipment Cardio equipment Sports & Gym Equipment Playgrounds & Parks

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	ICMI (International Customer Management Institute) Best Contact Center 2018 We graciously accept awards that we receive each year from customer groups, associations and suppliers.
19	What percentage of your sales are to the governmental sector in the past three years	2017: 4% 2018: 4% 2019 YTD: 4%
20	What percentage of your sales are to the education sector in the past three years	2017: 85% 2018: 85% 2019 YTD: 86%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Arizona Iowa Massachusetts Rhode Island Texas Buy Board US Communities (OMNIA) Utah The last sentence in Sourcewell's RFP document states " Financial information provided by a Proposer is not considered trade secret under the statutory definition". Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become become public record in accordance with Minnesota Statutes Section 13.591.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA GS03F034GA

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Jefferson County School District	Dave Yonkie	(303) 982-5969	*
Fort Worth Independent School District	Brooke Sharples	(817) 814-2894	*
Polk County Public Schools	Kathleen Wright	(863) 534-0018x669	*

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
School District	Education	California - CA	Supplying PE and Sports equipment	TRADE SECRET \$850 avg	TRADE SECRET >\$1M	*
School District	Education	Texas - TX	Supplying PE and Sports equipment	TRADE SECRET \$978 avg	TRADE SECRET >\$1M	*
School District	Education	Pennsylvania - PA	Supplying PE and Sports equipment	TRADE SECRET \$715 avg	TRADE SECRET >\$800k	*
School District	Education	California - CA	Supplying PE and Sports equipment	TRADE SECRET \$815 avg	TRADE SECRET >\$800k	*
School District	Education	Wisconsin - WI	Supplying PE and Sports equipment	TRADE SECRET \$866 avg	TRADE SECRET >\$700K	*

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *
25	Sales force.	We have a 66-person sales and customer service team who have overlapping responsibility for servicing our customers. All of our sales and customer service team is located in MN. Our sales team travels frequently all around the US and Canada to exhibit at trade shows, perform training for our customers and personally visit customers and prospects.
26	Dealer network or other distribution methods.	All of our customer interactions, service and distribution is handled by our internal team members. Although the vast majority of what we sell does not require any installation, and those items we do sell that require installation are almost always arranged for or executed by the customer, if a customer wants installation, we can arrange that.
27	Service force.	66 person sales and customer service team. Our customer service team is easily one of the most well-trained, friendly, and efficient on the planet. 2 most frequent pieces of feedback from our customers is how easy/friendly we are to work with and fast the customer received their product.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We service customers through any method they choose to contact us with the same commitment to providing an awesome experience. During the hours of 7AM-5PM CST, phone calls are answered within 10 seconds by a real person 99+% of the time. 90% of emails are responded to in one hour. Chat is handled almost instantly. Those we interact with by phone and chat are asked to rate their experience with their agent and 98% of our interactions result in a 5 star rating from the customer. We utilize advanced workforce management measurement and feedback tools to ensure we are staffed properly, that the team is trained properly and that we are consistently achieving our high standards of performance
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	We service all parts of the U.S., U.S. territories and Canada
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	AK, HI and US Territories have access to everything we sell, but the transportation charges and the amount of time required for delivery will be different than in the 48 states

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We would advertise the agreement in our 600+ page Gopher catalog, which we mail several times per year to every school, govt agency and other institution who likely purchases physical education, sports or fitness equipment. We would advertise the agreement on our website. www.gophersport.com We would advertise the agreement also ensure our customers and prospects were aware of the agreement and understood it's benefits.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We invest heavily in our websites to ensure that they are as easy to find, navigate, search and shop as possible. We attract shoppers to our sites through our search engine advertising. We optimize our site content to be top of the search results on google and bing when users are searching for the type of products we sell. We have our own social site for teachers and are active on other general social media sites (facebook, twitter, etc)
34	In your view, what is Sourcewell's role in promoting an awarded contract into your sales market?	We would expect Sourcewell to inform its existing customers with mail, email, advertising, on Sourcewell's market sales team that promotes the use of the Sourcewell agreement to its member agencies, we
35	Are your products or services available through an e-procurement system and how does it work?	Yes, we utilize EqualLevel and have many customers that order from us via e-procurement. We have also done direct installations but these are much more intensive and less common. EqualLevel is a cloud-based eprocurement marketplace that easily integrates with customers procurement processes. https://www.equallevel.com/about/

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Gopher offers both general professional development as well as product-specific training primarily to physical education teachers and district personnel. Gopher offers training to teachers on the effective implementation of the Dynamic Physical Education(TM) and the SPARK(TM) physical education curriculum. The training we offer is very affordable and effective and satisfies educators requirements for continuing education. The training plan, duration, logistics and location all affect the price of the training. Gopher can also design and execute training and professional development for areas not specifically listed here on an ad-hoc basis.
37	Describe any technological advances that your proposed products or services offer.	We constantly are investing in and adopting new technologies that either improve the experience for our customers (faster ordering, faster shipping, faster service) or that improve the function or durability of the product (new designs, new materials, etc.).
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We pay significant attention to minimizing our product packaging. We have invested meaningfully in technologies that allow us to minimize the size of the boxes used to ship our customer's orders. We use air-bags to protect items in the shipping box instead of crumpled paper or environmentally hazardous packing peanuts. We eliminate dead space in packaging in order to ensure customers receive damage free products, which eliminates the need for inconvenient and earth-unfriendly return and replacement shipments. We recycle both in our office and in our warehouse. We built our current building in 2007-2008 and incorporated as many energy-efficient best-practices as was financially feasible, including very high efficiency heating and cooling systems, radiant heating in the floors of our office, and motion-detecting florescent lighting in our warehouse.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	We believe we provide the most innovative and highest-quality assortment of products for professional users. We introduce hundreds of exclusive products each year designed specifically so that professionals and non professionals can get more enjoyment and benefit from physical activity. Our customers love our customer service team for their friendliness, care and efficiency. Stocked product (4PM) Stocked products arrive at almost any location in the 48 states no more than 4 business days after order. We back everything we sell with our Unconditional 100% Satisfaction Guarantee.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We can ship to any location in Canada.

Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	We offer our customers an Unconditional 100% Satisfaction Guarantee on the products we sell. The vast majority of what we sell doesn't require service, while the remainder is user-serviceable (replacing a net on a soccer goal)
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our Unconditional 100% Satisfaction Guarantee applies to products that were used for their intended purpose.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Not applicable
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	If we sold the product to the customer, and there is a warranty claim with the manufacturer, we generally resolve the warranty claim with the manufacturer on the customer's behalf.
48	What are your proposed exchange and return programs and policies?	We offer our customers an Unconditional 100% Satisfaction Guarantee on what we sell. If a product we sold fails to perform as advertised when used as intended, we most commonly replace the product or refund the purchase price. In certain situations where it is more appropriate, we provide replacement parts to the customer instead of replacing the entire product.
49	Describe any service contract options for the items included in your proposal.	None

Payment Terms and Financing Options

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

Pricing and Delivery

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

Line Item	Question	Response *
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54	Describe your pricing model (e.g., line-item discounts or product-category materials (if applicable) in the document upload section of your response.	<p>Line item discounts of 11% off our current published price on most items. Line Item "Product" (designated with a special red "G" logo in our catalog and websites)</p> <p>Other items may have other discount levels. See our price proposal for further details.</p> <p>Our published price on products typically changes annually, and rarely a product or group of products changes price more than once during the year due to changes in material costs or other factors. In those situations, the Sourcwell Contract discount would be applied to the most current published price.</p> <p>Our published prices for U.S. customers are in U.S. dollars. Our published prices for Canadian customers are in Canadian dollars.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>11% off our current published price on most items, 3% off the published price of our exclusive "Only From Gopher" products (designated with a special red "G" logo in our catalog and websites) , and certain other items may have other discount levels.</p>
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Rebates of the following amounts will be provided to those customers based year: 1% rebate on sum of orders whose total is between \$10,000 and \$24,000.</p> <p>Rebates are paid in the same currency in which the invoices were paid.</p>
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>We can easily procure and supply products that we don't normally stock from our existing suppliers. In those situations, we would calculate a published price for the product according to the same method we calculate the published prices on other items from that supplier. Then we would apply the Sourcwell discount to arrive at the Sourcwell customer's final price.</p>
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Any sales tax required to be collected will be charged according to the laws of each taxing authority and the tax-exempt status of each customer.</p>
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Orders that ship by parcel method from our warehouse using our standard delivery method to any of the 48 states will ship with no additional shipping charges.</p> <p>Orders that ship by truck to any of the 48 states will have 10% of the merchandise total added to the order as the shipping charge.</p> <p>If the shipping location has no loading dock, and the order requires shipment by truck, a liftgate-equipped truck is required for delivery and an additional \$90 is added to the cost of shipping.</p> <p>Customers can opt to have orders that ship by truck delivered to a particular location in their building (Room of Choice delivery") for an additional \$349</p> <p>We can immediately quote the additional cost for expedited or overnight shipping to a customer at the time of their order.</p>
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Parcel shipments to Alaska, Hawaii and many Canadian addresses will have 17% of the merchandise total added to the order as the shipping charge.</p> <p>Parcel shipments to parts of Canada identified as "Remote Locations" by Fed Ex will have shipping charges calculated at the time of the order.</p> <p>Truck shipments to Alaska, Hawaii and Canada will have shipping charges calculated at the time of order.</p>

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Orders for stocked products received by 4PM CST are packed and shipped the same day. Because of our location, the majority of orders for stocked products shipping by parcel within the 48 states arrive to the customer 2 business days after the order is shipped and 95+% arrive within 4 business days. We strive to ship the customer's order complete one time for their convenience. We are happy to consolidate multiple orders into a single shipment or to divide and deliver a single order to multiple locations. We use over-engineered shipping materials and methods, including high- crush strength boxes, properly packed and filled boxes with no voids, and extra packaging (like shrink-wrapping or wooden crating as needed) to ensure product arrives undamaged to the customer.	*
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Pricing Offered

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

Audit and Administrative Fee

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

Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1) Growth in institutional customer count 2) Change over time in number of accounts using the Sourcwell Contract 3) Sales growth of those accounts using the Sourcwell Contract vs. sales growth for all other institutional accounts (stratified by customer type) 4) Average order size of accounts using the Sourcwell Contract vs. average order size of all other institutional accounts (stratified by customer type) 5) Order frequency of accounts using the Sourcwell Contract. vs order frequency of all other institutional accounts (stratified by customer type)	*
66	Do you have an on-line purchasing portal? If so, please describe your online ordering process, purchase approvals/tracking, payment options, reporting and monitoring (For example, can a member track spending by staff members, can a member put limits on purchases, can a member be invoiced, etc.)	We will be implementing a purchasing portal through our website in 2020 that will allow a single user (or users) to have centralized administration, approval and control of ordering and spending across the account. Example: a school district could designate a single user in the purchasing department who can approve orders requested by teachers through the website. Once approved by the purchasing department designee, we would fulfill the order and invoice as requested.	*

<p>67</p>	<p>Describe any curriculum or lesson plan materials that you offer related to the equipment or products included in your proposal.</p>	<p>1) Gopher is the exclusive source of the online Dynamic Physical Education(TM) ASAP curriculum. This is an online-only place where physical education professionals can build their own activity and lesson plans for the day, week or month based on the activities and lesson plans from the #1 best-seller Dynamic Physical Education(TM) curriculum program by Dr. Bob Pangrazi and Dr. Aaron Beighlie for free.</p> <p>www.dynamicpeasap.com</p> <p>2) Gopher is the exclusive seller of the SPARK(TM) Physical Education Curriculum. SPARK is the most researched and most proven effective PE curriculum in the world and was developed by Dr. Thom McKenzie, Dr. Jim Sallis and Paul Rosengard at San Diego State University. SPARK not only has comprehensive curriculum for K-12 physical education, but also has curriculum for Early Childhood physical development, Adapted physical education, creating Active Classrooms and creating and managing Before/After School programs. We offer this curriculum in both printed and digital form and also can provide customized training for teachers and districts on how to effectively implement the program. for K-12, Early Childhood, Adapted, Active Classroom and After School</p> <p>www.sparkpe.org</p> <p>3) Gopher is the exclusive seller of the ACHIEVE!(TM) Physical Education Curriculum. The ACHIEVE! curriculum is a comprehensive, teacher-friendly, completely turn-key Elementary and Middle School curriculum for PE and After School programs that can be implemented by both classroom teachers and PE Professionals.</p> <p>www.achievepe.com</p> <p>4) Gopher is the exclusive source for the Active & Healthy Schools(TM) program. This program is an easy to follow roadmap that shows schools how to create a more active and healthy school environment outside of their physical education classes.</p> <p>https://www.gophersport.com/resources/active-healthy-schools</p> <p>5) Gopher created the PEUniverse website 12+ years ago as a place where physical education professionals could meet online, share ideas, ask questions and post videos of activities. Recently updated, visitors can quickly find ideas and videos or sign up and participate in the conversations</p> <p>www.peuniverse.com</p> <p>6) Of course, every product we invent and launch also includes clear concise instructions for use, along with variations that both extend the usefulness of the product for the teacher and ensures the students get maximum fun from the product!</p>
<p>68</p>	<p>How does your offering complement, assist, or provide value to improving health and activity initiatives?</p>	<p>Glad you asked!</p> <p>Our mission as a company is "To increase the happiness, confidence and self-esteem of young and old by helping them lead more active and healthy lives".</p> <p>Any entity who was serious about finding solutions for increasing activity or improving health has no better resource than Gopher.</p> <p>Our commitment to quality and innovative teaching tools allows us to fulfill our mission every day. Whether it's a yearly replenishment order for an existing organization or providing top-tier product to equip a new facility, our unique and comprehensive offering allows organizations all over the world improve health and activity initiatives.</p>
<p>69</p>	<p>How does your offering address member's needs for safety and well-being for participants?</p>	<p>All products have to meet our internal standards for function, safety and durability before they can be added to our offering. A large percentage of the products we reject are rejected for being insufficient in one of these areas.</p> <p>Products are also rejected if the manufacturer can't verify that the product meets or exceeds any requirements defined by the CPSC or other agency.</p> <p>We also change the information or adapt our assortment in response to comply with changes in safety requirements. We recently had to revise the assortment of some plastic products in order to comply with the CPSC's recent ban of the inclusion of certain types of chemicals called phthalates in products used by children.</p> <p>Manufacturers of products we sell that are designed to prevent injury, like playground surfacing or helmets, must confirm that their products meet current industry standards.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer [Exceptions to Terms, Conditions, or Specifications](#) that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Prophet Corp Auditor reference, Dun and Bradstreet and Bank Reference.pdf - Friday July 12, 2019 16:56:52
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Pricing Document.docx - Thursday July 18, 2019 13:13:06
 - [Additional Document](#) - Sourcewell Insurance Cert.pdf - Thursday July 18, 2019 13:00:37

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3_ Athletic and Physical Education Equipment and Supplies with Related Accessories_RFP_071819 Fri July 12 2019 02:18 PM		--
Addendum 2_ Athletic and Physical Education Equipment and Supplies with Related Accessories_RFP_071819 Wed July 10 2019 02:53 PM		--
Addendum 1_ Athletic and Physical Education Equipment and Supplies with Related Accessories_RFP#_071819 Tue July 2 2019 03:37 PM		--