

**Solicitation Number: RFP #041123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hellas Construction, Inc., 12000 West Parmer Lane, Austin, TX 78613 (Supplier).

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

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

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires June 16, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTY. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier 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 Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

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



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 18. INSURANCE

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

**22. CANCELLATION**

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

Sourcwell

Hellas Construction, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 6/14/2023 | 10:27 PM CDT

DocuSigned by:  
*Reed Seaton*  
By: 07D2D53D56FB43C...  
Reed Seaton  
Title: President  
Date: 6/14/2023 | 12:37 PM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 48BAF71B0894454...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 6/14/2023 | 10:37 PM CDT

# RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

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## Vendor Details

Company Name: Hellas Construction, Inc.  
Address: 12000 West Parmer Lane  
Austin, TX 78613  
Contact: Ruth Hawley  
Email: rhawley@hellasconstruction.com  
Phone: 512-809-9509  
HST#: 270074538

## Submission Details

Created On: Wednesday February 22, 2023 08:18:07  
Submitted On: Tuesday April 11, 2023 11:33:06  
Submitted By: Ruth Hawley  
Email: rhawley@hellasconstruction.com  
Transaction #: ad1c0da5-b106-4e85-a872-e5299052457a  
Submitter's IP Address: 47.223.32.125

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hellas Construction, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	RWFSBR8KEKH1
5	Proposer Physical Address:	Hellas Construction, Inc. 12000 West Parmer Lane Austin, TX 78613
6	Proposer website address (or addresses):	www.hellasconstruction.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Reed Seaton, President 12000 West Parmer Lane Austin, TX 78613 reed@hellasconstruction.com 512-250-2910
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ruth Hawley Cooperative Contracts Manager 12000 West Parmer Lane Austin, TX 78613 rhawley@hellasconstruction.com 512-809-9509
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None.

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	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>Hellas Construction, Inc. began operations in January 2004. The Company was formed by Mr. Reed J. Seaton who has approximately thirty years of senior management experience in the sports surfaces manufacturing and sports facility construction business. Mr. Seaton continues as President of the company and is very active in day-to-day operations.</p> <p>The Company's core competencies have revolved around the design, manufacture, sale and installation of high-quality synthetic sports playing surfaces as well as sports facility design and construction. Hellas began its Sports Lighting Division to meet the needs and requests of customers desiring one sports constructor to provide high quality sports lighting products and installation. Hellas continues its business model of offering customers "one-stop shopping" by providing complete sports facility project services.</p> <p>Our overall mission is to satisfy the market segment we serve with integrity, quality construction, and on-time delivery. Hellas has maintained a steady growth in sales volumes by becoming the recommended company of choice by ensuring on-time delivery of all projects. Equally important is that each project is managed with great care and to the highest standards of the industry.</p> <p>Our company philosophy and market strategy are to consistently out-perform in terms of quality products and installation delivery of our projects on time! We focus on project solutions and quality to exceed our customers' expectations every time, and we differentiate ourselves in the marketplace accordingly. Our longevity is attributed to our commitment to our customers' satisfaction.</p>	*
11	What are your company's expectations in the event of an award?	<p>It has been our privilege to be a part of Sourcewell for so many years as an athletic surfaces provider. Hellas has a strong relationship with our Sourcewell support team and expect this will only become stronger with the award of a Sports Lighting contract. We expect our relationship will continue to grow as we remain in constant contact with the Sourcewell team as we have done until now with our Supplier Development Administrator, Nick Trout who has been instrumental in the growth of our current Sourcewell contract.</p> <p>Hellas' market share has continued to grow at a steady rate geographically throughout the U.S. and the ability to offer sports lighting along with our sports surfaces through Sourcewell will only strengthen our market share in the sports facility industry since we will have the ability to provide a true turnkey solution to Sourcewell members.</p>	*
12	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>Please see the uploaded documents file which contains the following:</p> <ul style="list-style-type: none"> <li>• Bonding capacity letter</li> <li>• Certificate of Insurance</li> <li>• 2021 financial statements</li> <li>• 2022 financial statements</li> </ul>	*
13	What is your US market share for the solutions that you are proposing?	Hellas has an approximate 10% market share in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	Hellas does not currently have a Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Hellas is able to provide high profile quality sports lighting products through its trusted manufacturing partners such as Ephesus and SportsBeams and their installation with Hellas experienced crews. The addition of our Sports Lighting Division in 2019 further differentiates Hellas as one of the fastest growing vertically-integrated sports companies in North America. Hellas' Sports Lighting Division is made up of over twenty-five employees and is headed by Vice President, Wayne Huntsinger, who offers over thirty years of electrical experience and twenty years of sports lighting experience. This division includes drilling piers, lifting beams with cranes, welding structures, adding electrical circuits and connections, retrofitting and new LED light installations performed by Hellas crews with Hellas equipment. We have provided letters from our manufacturing partners in the Documents Section of this RFP.</p>	*

17	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.	Hellas holds a Certificate of Authority to do business in all fifty states, maintains our good standing by filing our annual reports and taxes each year. Hellas further holds the required contractor's licenses to perform our services in all jurisdictions requiring licensure.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020 INC. 5000 List of America's Fastest Growing Companies</p> <p>AUSTIN BUSINESS JOURNAL -Austin Area Commercial Construction Companies – Ranked Number Nine</p> <p>ERNST &amp; YOUNG – Entrepreneur of the Year, Reed J. Seaton, CEO</p> <p>ENGINEERING NEWS- Top 600 Specialty Contractors – Ranked 102</p> <p>SYNTHETIC TURF COUNCIL -Sports Project of the Year Award – Multi-Field Berl Huffman Champion Soccer Fields, City of Lubbock</p> <p>2019 Engineering News Record Top 600 Specialty Contractors – Ranked 143</p> <p>2018 ERNST &amp; YOUNG – Entrepreneur of the Year, Reed J. Seaton, CEO</p> <p>SYNTHETIC TURF COUNCIL -Sports Project of the Year Award – Municipal Park &amp; Sports Complex, City of Portland</p> <p>AMERICAN SPORTS BUILDERS ASSOCIATION – Multi-Field Facility Award Winner, Municipal Park &amp; Sports Complex, City of Portland</p>
20	What percentage of your sales are to the governmental sector in the past three years	6%
21	What percentage of your sales are to the education sector in the past three years	94%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Hellas has an Athletic Lighting contract with AEPA. Our annual volume for sports lighting has been: approximately \$2 MM since 2020. Hellas holds the below Athletic Surfaces contracts and is listing these to show our athletic surfaces volume which are mainly comprised of large stadium applications and could potentially lead to sports lighting installations.</p> <p>2020 1GPA - \$25MM AEPA - \$16 MM Allied States Cooperative - \$8MM BuyBoard- \$6MM CMAS- 0 GSA - 0 Sourcwell - \$12 MM TIPS USA - \$7 MM</p> <p>2021 1GPA - \$35MM AEPA - \$33 MM Allied States Cooperative - \$3MM BuyBoard- \$20 MM CMAS- \$2 MM GSA - 0 Sourcwell - \$30 MM TIPS USA - \$2 MM</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contract No. GS03F0227W – Schedule 078 – Sports, Promotional, Outdoor, Recreational, Trophies and Signs (Sports). No sales.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
West Texas A&M University, TX	Stan Pena, Assistant VP of Facilities	806-477-9373
Little Rock Christian Academy	Johnny Watson, Athletic Director	501-551-1865
Pond Creek Hunter Public Schools, OK	Joel Quinn, Superintendent	580-532-5155
Bishop Kelley High School, Oklahoma	Lance Parks, Athletic Director	918-770-5825
Cutter Morning Star Public Schools, Arkansas	Beau Brickell, Director of Athletics	501-538-7360

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *
Pasadena ISD	Education	Texas - TX	New LED Lighting at Five High School Football Fields	\$2,000,000	\$2,000,000
Rankin ISD	Education	Texas - TX	New LED lighting system at Red Devil Stadium. Retrofit existing to LED lighting at practice field and running track . Parking lot lights.	Red Devil Stadium \$657,000 Practice field \$586,000 Parking lot \$135,000	\$1,400,000
Tarleton State University	Education	Texas - TX	Retrofit existing lighting with full LED lighting at Memorial Stadium and baseball and softball fields.	Memorial \$479,000 Baseball \$380,000 Softball \$175,000	\$1,000,000
Culberson County ISD	Education	Texas - TX	New LED lighting at practice field, baseball field, softball field and retrofit to new LED at football field.	Baseball \$665,000 Softball Field: \$300,000 Football \$407,000 Practice Field \$281,000	\$1,700,000
Midland ISD	Education	Texas - TX	New LED lighting at four Middle School football fields. New LED lighting at two HS baseball fields and two HS softball Fields	Middle Schools \$929,000 BB:\$734,000 SB:\$339,000	\$2,000,000

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
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26	Sales force.	<p>Hellas has a team of local Business Development Managers and Regional Vice Presidents of twenty-six individuals. Each live/work in a designated market area covering over 75% of the US sports construction market. We have sales staff in the following locations:</p> <p>Austin, TX  Frisco, TX  Houston, TX  San Antonio, TX  El Paso, TX  Dadeville, AL  Phoenix, AZ  San Marcos, CA  Castle Rock, CO  Wichita, KS  St. Gabriel FL  St. Louis, MO  Las Vegas, NV  Chapel Hill, NC  Pittsburgh, PA  Youngstown, OH  Oklahoma City, OK  Nashville, TN  Seattle, WA</p>	*
27	Dealer network or other distribution methods.	Hellas does not have a dealer network. Sourcewell members will work directly with Hellas.	*
28	Service force.	Hellas Construction, Inc. has a team of over 1,250 employees which give us the ability to handle more than 100+ projects around the nation concurrently; focusing on installation, design, surveying, and after-the-sale service and maintenance. Hellas also owns more than 1000 pieces of heavy construction equipment, operated by highly qualified staff with decades of unique skill and knowledge in sports construction under their belts. Please see MARKETING PLAN zip file for document entitled MARKETING BROCHURES which contains our "About Hellas Construction, Inc." brochure. All service calls go to our corporate offices and are dispatched to any of our nearest offices or crews for handling.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Hellas' proposal process begins with the direct relationship between our customers and our Hellas-employed Business Development Managers (BDMs) in which BDMs strive to gain a solid understanding of our customer's needs to provide a solution which best delivers. Once our BDM has personally met with the customer and visited the project site, the BDM communicates all of the relevant information to the Sales Process Specialist in our corporate office to start a file, assign an estimator and calendar the deadline for the proposal.</p> <p>A proposal is generated by our Estimating Team which includes Hellas' Sourcewell contract information and not to exceed pricing. Hellas strives to further discount its Sourcewell pricing to be as competitive as possible.</p> <p>Once the customer approves the proposal, Hellas works closely to coordinate schedules, draft contract, and bring the customer's project to fruition using our Hellas' trained and employed crews.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service support philosophy is to exceed our customer's expectations. We achieve this by striving to do the job right the first-time minimizing warranty issues, educating our customers on the proper maintenance of our products and quickly responding to any customer service issues.</p> <p>Should the need arise, Hellas will be available to members with any questions or issues regarding the maintenance of their surfaces by calling our corporate offices at (800) 233-5714 Monday through Friday, 7:30 am to 5:30 pm Central Time.</p> <p>As previously stated, Hellas has several locations throughout the U.S. Installation crews are working on projects throughout the country at any given time, and we can dispatch someone immediately if working in the area. Hellas can perform repairs and warranty work at any time including after hours, weekends and holidays should the need arise at Owner's request.</p> <p>Our commitment is to provide the best quality products, installation and post-installation services to our customers while ensuring the safety of our employees and the public that will be using our facilities and sports surfaces.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hellas is able to service all areas of the United States and is not restricted by any other contracts.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Hellas is able and willing to explore opportunities in Canada more specifically areas nearest our offices in the Seattle, WA area.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Hellas has a US presence and is not limited by any other contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The ability to provide services in Alaska and Hawaii may be limited by the scope of the work. This would have to be dealt with on a case by case basis.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Hellas can co-brand Hellas and our Sourcewell contract on any of our marketing materials for use at trade shows, e-mail blasts and distribution by our sales team.</p> <p><b>SALES MEETINGS</b> Hellas' sales team meets several times per year where they are provided with updates and continuing education on our cooperative contract to include market trends and initiatives. Our sales force is in constant communication with our Estimators, Director of Sales and full time Cooperative Contract Manager who are very familiar with our Sourcewell pricing and facilitate proposals to our customers. These Sales Meetings are integral to reinforcing the central focus of our sales efforts – which is to utilize cooperative purchasing as a sales tool.</p> <p><b>EMPLOYEE COMMUNICATIONS</b> Emails and press releases will be sent to all key employees company-wide regarding our Sourcewell contract and projects.</p> <p><b>NEW EMPLOYEE TRAINING</b> New employees are educated one-on-one on the benefits of our Sourcewell contract, and Hellas ensures they understand the cooperative purchasing process.</p> <p><b>IN-HOUSE MARKETING DEPARTMENT</b> Hellas also has an in-house marketing department located at our corporate headquarters in Austin, Texas. It is here all marketing materials, collateral, and campaigns are created, developed and managed. Hellas has in-house printing capabilities allowing us to provide Sourcewell member agencies with print materials on demand. The following are dynamic, experienced, and competent individuals that comprise our marketing team – a complete team committed to marketing this Contract.</p> <p>Sydney Stahlbaum – Director of Sales and Marketing. Sydney brings a decade of experience in the sports construction industry to her leadership of the Hellas Sales and Marketing teams. Her experience has shown that the Sourcewell contract is an invaluable selling tool that brings values to Hellas' clients and Hellas itself. As such, Ms. Stahlbaum will ensure that the sales team and marketing team are aligned in promoting use of the Sourcewell contract.</p> <p>Claudia Villegas - Graphic Design Specialist. Claudia has over 20 years in graphic design and is responsible for website graphic management, graphics development, logo development, designing cut sheets, brochures, pamphlets, signs, banners, advertisements, binders and other graphic projects as they arise. She also edits photography, presentations, video, audio, and commercials, as needed. She assists the sales team and construction crews with signage and banner ordering as needed. She is also fluent in Spanish.</p> <p>Brittany Longoria – Graphic Designer. Brittany assists Claudia in executing graphic design projects. She integrates a fresh eye for design into Hellas' established brand standards.</p> <p>Knute O'Donnell – Marketing Specialist. Knute is responsible for all tradeshow coordination, special events, marketing events, sales support, as well as ordering and maintaining promotional items, cut sheets, brochures, samples, and marketing materials. He is a key point of contact for our field sales team, providing them with the valuable support needed to excel in all sales efforts.</p> <p>Estefania Zuluaga – Marketing Coordinator. Estefania provides support to the entire Marketing and Sales Team. She assists with tradeshow coordination and ensures Hellas' sales team has all of the marketing materials and product samples needed to successfully market and present Hellas' products and services to current and prospective customers.</p> <p>Jeff Power – Photographer and Videographer. Jeff brings a career of sports reporting to Hellas as the company videographer and photographer, going on site for finished projects and special events. He writes speeches and articles for the company and employees as</p>

needed.

Caroline Copeland – Special Projects Manager. Caroline Copeland is a seasoned professional with decades of experience in business-to-business marketing. Caroline tackles special projects and makes an impact in the business ensuring we have the highest visibility inside and outside of the company. She is responsible for writing press releases and articles, creating and editing copy for brochures, pamphlets, cut sheets, website, campaigns and advertisements. She creates taglines and sales slogans, as well as technical product description information for collateral.

Hellas will collaborate on marketing efforts with Sourcewell members and future Sourcewell members in the following ways:

- Multimedia public relation campaigns
- Handouts and brochures
- Partnering at trade shows
- On-site support
- Special event coordination

Hellas exhibits at various venues including those that target School Boards, Administrators, Procurement Officials, Coaches, Athletic Directors, etc. at every level from K-12 through post-secondary education.

Below is a list of shows, we are currently scheduled to attend for the 2023:

Kansas Interscholastic Athletic Administrators Association Conference Mulvane, KS  
 Georgia Athletic Director Association Savannah, Georgia  
 Kentucky School Plant Managers Association Louisville, Kentucky  
 West Virginia Athletic Directors Association Roanoke, West Virginia  
 National School Boards Association Orlando, Florida  
 Missouri Interscholastic Athletic Administrators Association Osage Beach, MO  
 Idaho Athletic Administrators Association Boise, ID  
 Washington Recreation & Park Association Spokane, Washington  
 Utah Facilities Operations Managers Association St. George, Utah  
 Utah Athletic Directors Show St. George, Utah  
 Tennessee Secondary School Athletic Association/Tennessee Interscholastic Athletic Administration Murfreesboro, TN  
 Oregon Athletic Director Association Sunriver, Oregon  
 Oregon School Facilities Management Association Albany, Oregon  
 Washington State Secondary Athletic Administration Association Kennewick, Washington  
 Kentucky High School Athletic Director Association Louisville, Kentucky  
 Pennsylvania Association of Rural and Small School Boalsburg, PA  
 Virginia Interscholastic Athletic Administrators Association Richmond, VA  
 Florida Interscholastic Athletic Administrators Association Kissimmee, Florida  
 Colorado Athletic Directors Association Breckinridge, Colorado  
 United School Administrator - Kansas Annual Convention Wichita, Kansas  
 Florida School Board Association Florida  
 Texas Association of Private and Parochial Schools Waco, Convention Center  
 The Cooperative Council for Oklahoma School Administrators Oklahoma City Convention Center  
 Texas High School Athletic Directors Association Round Rock, Texas  
 Oklahoma Athletic Directors Conference Oklahoma City, Oklahoma  
 Texas High School Coaches Association Houston, Texas  
 Arizona Association of School Business Officials- Conference and Expo Arizona  
 Arkansas Association for Educational Administrators Little Rock, Arkansas  
 Colorado Association of Educators Breckinridge, Colorado  
 Florida Recreation & Park Association Orlando, Florida  
 Arizona Interscholastic Athletic Administrators Association Prescott, AZ  
 Nationals Parks and Rec Association Dallas, Texas  
 Texas Association of School Admin/School Boards San Antonio, Texas  
 Florida School Plant Management Association Orlando, Florida  
 Council of Urban Boards of Education TBD  
 Texas Municipal League Dallas, Texas  
 Southern Association of Independent Schools Atlanta, Georgia  
 Council of the Great City Schools San Diego, California  
 Washington Association of Maintenance and Operation Administrators Yakima, Washington  
 Mexican American School Board Association San Antonio, Texas  
 Georgia Association of School Facility Administrators Savannah, Georgia  
 Florida Association of School Business Officials Orlando, Florida  
 Arizona Association of Latino Administrators and Superintendents Maricopa, Arizona  
 Pennsylvania School Board Association Pennsylvania  
 Florida Council of Independent Schools Miami, FL  
 Nebraska State Interscholastic Athletic Administrators Association Conference Kearney, NE  
 Wisconsin Athletic Directors Association Wisconsin Dells, Wisconsin  
 Kansas Association of School Boards Wichita, Kansas  
 Texas Association of School Business Officials - School Operations Conference Texas  
 Ohio School Board Association Columbus, OH  
 Washington State School Directors Association Bellevue, Washington

		New Mexico School Board Association      New Mexico Colorado Association of School Boards      Colorado California School Board Association      San Diego, California National Athletic Directors Conference      Orlando, Florida Arizona School Board Association      Arizona	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Hellas uses and will continue to use various marketing strategies to educate end users of our superior products, services and processes through various outlets such as the following: <ul style="list-style-type: none"> <li>• A national salesforce all employed directly by Hellas ensuring a direct and clear message to our customers.</li> <li>• Print advertisements in publications.</li> <li>• Our website <a href="http://www.hellasconstruction.com">www.hellasconstruction.com</a>,</li> <li>• Social media such as Facebook, LinkedIn, Instagram, and Twitter.</li> <li>• Through our partnerships with professional teams such as the Dallas Cowboys, Houston Texans, Miami Dolphins, Jacksonville Jaguars, and Las Vegas Raiders.</li> <li>• Customized marketing materials</li> <li>• Tradeshows</li> <li>• Press Releases</li> </ul>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe that Sourcewell's role is to market the quality and caliber of its vendors and promote itself as a cooperative agency that stands out among the rest. Hellas relies on Sourcewell to encourage purchasers especially at the State level to adopt Sourcewell's contracts. Hellas has successfully integrated our current Sourcewell contract into our sales process which has been proven by the exponential growth of our current Sourcewell contract in recent years. Hellas will continue to lead with the cooperative contract option in our sales process.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have e-procurement capability; however, we are as accommodating as possible to our customers to ensure a seamless process. We have not been unable to "close a deal" for not offering e-procurement.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Hellas offers product training to our customers after every installation which includes operation and maintenance at no additional cost..
41	Describe any technological advances that your proposed products or services offer.	Hellas' products offer the most up to date wireless and LED products. Wireless is a much cleaner and less problematic offering for our customers than the traditional older systems.
42	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.	On new installations, Hellas will use LED luminaries which use a very small percentage of energy in comparison to the prior HID lighting technology and have a lifespan that exceeds the traditional by thousands of hours reducing waste. Elimination of the need to replace these along with minimal if any maintenance also reduces the use of resources to perform these tasks as well as reduces the threat of mercury leaked through disposal of traditional lighting.
43	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.	Hellas has not directly received any third party certifications or ratings.
44	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.	Hellas Construction, Inc. is not HUB, M-WBE, or SBE certified. However, we strive to utilize Minority, Woman and Disabled Veteran Owned Business Participation (MBE/DBE) suppliers and subcontractors local to the project when possible.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Hellas' installations and products installed are backed by Hellas and our manufacturing partners. We are nationally reputable and financially stable guaranteeing longevity and peace of mind to our customers looking for a company that will be around years into the future.

**Table 9: Warranty**

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranties do not cover certain acts of God or customer negligence or misuse.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Hellas can provide warranty repairs with Hellas certified employees anywhere in the U.S., but we have not established business operations in Canada.</p> <p>We have a streamlined Warranty Claim process in place.</p> <p>Hellas' policy is to respond to customer warranty issues between 24 and 48 hours of notification. Hellas has installation crews working on projects throughout the U.S. at any given time and can dispatch a crew immediately depending on the urgency of the claim, if we have crews working in the area, and if Owner can secure the area for our crews to perform the work.</p> <p>We work closely with the Owner to schedule the work once Hellas has received the information needed to assess the issue such as detailed photos from the Owner, we have verified the claim is within the warranty period and the Owner has made the premises available for our crews to mobilize and do the work.</p> <p>Hellas can perform repairs and warranty work at any time including after hours, weekends and holidays should the need arise at Owner's request. Our superintendents and crew foremen are equipped with cell phones, cameras and laptops enabling them to report progress in nearly real time if so requested.</p> <p>Hellas is always available to its customers with any questions regarding the maintenance of their surfaces by calling our corporate offices at (800) 233-5714 Monday through Friday, 7:30 am to 5:30 pm Central Time.</p>
50	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?	Hellas covers all warranty issues.
51	What are your proposed exchange and return programs and policies?	Hellas does not typically offer returns or exchanges; however, if a customer is not satisfied, we will work with them to come up with a solution. We are committed to our customer's satisfaction.
52	Describe any service contract options for the items included in your proposal.	Hellas does not typically offer service contracts and has not experienced a demand from our customers. We are always willing and able to assist customers with troubleshooting older systems, re-aiming or re-lamping and assisting with minor upgrades. Our business success has been due to meeting the requests and desires of our customers and adjusting our business model to meet them. We are attentive to our customers needs and are always open to re-assessing Hellas' offerings to best suit the needs and wants of our customers so this may change at any time.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Net 30. Check and EFT.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Hellas can provide captive partners for financing terms. Hellas is also willing to work with Sourcewell awarded financing vendors should the need arise. Please note, it is seldom that Hellas to be approached by a customer needing financing.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Hellas normally accepts our customer's form of contract or purchase order which will be reviewed by our Contract Management department. Occasionally, a customer will request that Hellas provide a draft contract. Hellas will typically use an AIA A105 contract (American Institute of Architects) which is an industry accepted template and will work with the customer to reach agreeable terms.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Hellas does not currently offer this option and customers have not required it, but we are willing to look into this if it is beneficial to members.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Hellas is offering a minimum 2.5% line item discount off of our MSRP. Please see "Hellas Sourcewell Pricing Schedule."
58	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.	The minimum discount is 2.5%. Hellas typically and historically has offered Sourcewell members a further discount.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Hellas will determine on a case-by case basis; however, Hellas' discounts are typically greater on larger projects.
60	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.	For products/materials and/or services requested or needed on a project that are incidental to the products and services we offer, Hellas will not exceed RS Means for the product/material and/or labor. For products/materials not available through RS Means, Hellas will procure these items at cost plus a percentage to the customer not to exceed 20%.
61	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.	Items such as site visits or inspections are all part of the sales process, and Hellas does not charge for this. Our Sourcewell pricing includes installation unless expressly stated otherwise. Training on operation and maintenance is included and is done at the conclusion of the project. Our pricing does not include shipping, taxes, prevailing wages or bonds. These are pass throughs to the customer.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	No special terms or programs. Shipping is a pass through.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	No special terms or programs. Shipping is a pass through.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Ruth Hawley is our designated person responsible for Sourcewell reporting and transmittal of administrative fees. Hellas has historically reported and transmitted fees timely. Our Sourcewell pricing is managed by our VP of Estimating and Director of Estimating and is provided to each member of our team of estimators for reference and compliance when preparing a Sourcewell proposal.
67	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.	Ruth Hawley is our dedicated and designated person at Hellas that tracks all of our Sourcewell sales, keeps in regular contact with our Sourcewell Supplier Development Administrator, ensures our sales team is notified and encouraged to attend Creating Success with Sourcewell webinars and local Sourcewell University offerings.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	Hellas' administrative fee has been 1% on other Sourcewell contracts, and we would like to continue with the fee which improves our competitiveness as our average contract is approximately in the six figure range.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Hellas is offering any and all equipment necessary to successfully provide Sourcewell members with quality sports lighting to include the lighting system, turnkey installation and training to properly operate and maintain such system.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to sports lighting, Hellas is a Sourcewell contract holder for sports playing surfaces and a turnkey provider of such sports surfaces that are lit by the sports lighting we propose herein. This include the manufacture and installation of artificial turf, running tracks and courts. Hellas also offers a a full sports construction division capable of all site work, drainage, etc. associated with the complete installation of a sports complex, the surfaces and sports lighting systems.

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

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

Line Item	Category or Type	Offered *	Comments
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of the above.
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of the above.



**Table 15: Industry Specific Questions**

Line Item	Question	Response *
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	<p>We have an in-house design team that evaluates and designs the directional lighting needs of our customers while reducing the impact on surrounding neighbors and the quality of their night time environment . Our design team ensures that we evaluate the site, provide the proper quantity, height and location of poles and fixtures to ensure light uniformity, energy savings without compromising the light levels needed for the players' safety and vision.</p> <p>We can provide lighting fixtures that project light in a downward direction. Lighting fixtures with cutoff visors emit no upward lighting and provide precise, controlled illumination to the playing area. Post Installation we laser aim each individual fixture to ensure that the fixtures are not aimed directly at any neighbor.</p>
74	Describe the average life span of your sports lighting system.	Average life span is 55,000 hours of use.
75	Discuss your proposed product line in terms of sustainability and recycling.	LED is the most efficient form of lighting. LED sports lighting eliminates moving parts to reduce wear and tear, requires less power to produce greater output and generates less heat to extend the life of components. They are maintenance free for at least 10 years with no bulbs to replace. Fixtures are made of non-hazardous materials, which can be recycled or disposed of safely.

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

**Line Item 76. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Hellas Pricing Sourcewell Lighting 041143.xlsx - Tuesday April 11, 2023 09:18:29
- [Financial Strength and Stability](#) - Hellas Financial Strength.Stability.pdf - Wednesday April 05, 2023 10:00:42
- [Marketing Plan/Samples](#) - Marketing Plan.Samples.zip - Tuesday April 11, 2023 11:21:12
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranties.pdf - Wednesday April 05, 2023 09:33:33
- [Standard Transaction Document Samples](#) - A105 HELLAS SAMPLE TX CONTRACT.pdf - Tuesday April 11, 2023 11:12:29
- [Upload Additional Document](#) - Additional Docs.Installs.Mfr Letters.zip - Tuesday April 11, 2023 10:54:47

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	<input checked="" type="checkbox"/>	1