



Solicitation Number: RFP #050924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Prophet Corporation dba Gopher Sport, 2525 Lemond St., Owatonna, MN 55060 (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 Athletic and Physical Education Equipment with Related Supplies 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 July 15, 2028, 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 Sourcewell 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 Sourcewell 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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, 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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell 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

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

Sourcewell

The Prophet Corporation
dba Gopher Sport

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/12/2024 | 9:30 AM CDT

DocuSigned by:
Ryan Reimers
5B980DD853D344B...
By: _____
Ryan Reimers
Title: COO/VP
Date: 7/12/2024 | 9:19 AM CDT

RFP 050924 - Athletic and Physical Education Equipment with Related Supplies

Vendor Details

Company Name: Prophet Corp.

Does your company conduct business under any other name? If yes, please state: Gopher, Gopher Performance, Moving Minds, Play with a Purpose, STEM Supplies

Address: 2525 Lemond Street SW
PO Box 998
Owatonna, MN 55060

Contact: Carly Atkins

Email: carlyatkins@gophersport.com

Phone: 952-841-9730

Fax: 888-319-7452

HST#: 411796468

Submission Details

Created On: Thursday March 21, 2024 08:13:12

Submitted On: Wednesday May 08, 2024 11:30:55

Submitted By: Carly Atkins

Email: carlyatkins@gophersport.com

Transaction #: 5a593995-8c6c-4fa6-9bcf-868c083694cb

Submitter's IP Address: 64.61.236.18

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")	The Prophet Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Gopher Sport
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Play with a Purpose STEM Supplies Moving Minds SPARK
4	Provide your CAGE code or Unique Entity Identifier (SAM):	ZNQCJQHU35X5
5	Proposer Physical Address:	2525 Lemond St SW, Owatonna, MN 55060
6	Proposer website address (or addresses):	www.gophersport.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):	Ryan Reimers COO/VP 2525 Lemond St SW Owatonna, MN 55060 ryanreimers@gophersport.com (507) 444-1522
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Carly Atkins Marketing Operations Specialist 2525 Lemond ST SW, PO Box 998, Owatonna, MN 55060 contracts@gophersport.com 952-841-9730
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Stapp Director of Sales - Gopher and SPARK 2525 Lemond ST SW, Owatonna, MN 55060 jessestapp@gophersport.com (855) 500-3620 Jonathan Faloon Gopher Brand Director 2525 Lemond St SW, Owatonna, MN 55060 jonathanfaloon@gophersport.com (952) 841-9726 Bri Isaacson Marketing Operations Manager 2525 Lemond ST SW, Owatonna, MN 55060 briannaisaacson@gophersport.com (507) 446-5768

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

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>Gopher Sport began in 1947 as Gopher Athletic Supply Co. Originally, the company was a regional seller of team sports equipment and has since expanded into many other areas including physical education, fitness, and recreation equipment. We look a lot different than we did 77 years ago, but our mission remains the same, to "help teachers and coaches achieve better results by showing kids how to have fun and become healthier through physical activity."</p> <p>As one of the oldest athletic supply companies in the country, we are proud to invent and supply more than 10,000 high-quality products for physical education, athletics, fitness, strength and conditioning, and recreation.</p> <p>At the heart of our company are core values that guide our actions every day: create delighted fans, be dependable and trustworthy, be passionate about quality and excellence, and move fast to innovate and improve. Our commitment to these values is reflected in our dedication to providing innovative products, exceptional service, and an Unconditional 100% Satisfaction Guarantee, which resonates strongly with our customers.</p> <p>We thrive on the challenge of continually inventing new solutions to enhance the outcomes and enjoyment of physical activity. Our goal is to be the easiest and most trustworthy company to do business with us.</p>
11	What are your company's expectations in the event of an award?	<p>In the event of an award, we expect our Sourcewell sales to continue to grow as more and more members are able to take advantage of Gopher's high-quality products and top-tier customer service at a great price. We would also expect Sourcewell to provide us with contact information for active Sourcewell members to use for sales and marketing activities.</p> <p>We look forward to continuing to combine our marketing efforts with Sourcewells' to cross-promote the contract; growing sales and the number of Sourcewell members in the process.</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>The Prophet Corporation is a privately-owned corporation registered in Minnesota and has been continually in existence since 1947. Gopher employs about 200 people based in two locations in the state. Our Owatonna headquarters includes a majority of our employees as well as our 180,000 sq ft distribution center. Our secondary office location is in Edina, MN.</p> <p>Gopher supplies equipment to the majority of U.S. K-12 school districts each year. We also supply equipment to other institution types including non-profits, Parks and Recreation departments, colleges and universities, churches, and government agencies.</p> <p>The last sentence in Sourcewell's RFP document states "Financial information provided by a Proposer is not considered trade secret under the statutory definition". Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591. Instead we included separately a recent Dun and Bradstreet credit report on our company.</p>
13	What is your US market share for the solutions that you are proposing?	<p>In a market primarily composed of privately owned companies, determining market share can be difficult. However, Gopher is proud to be one of the oldest and largest suppliers in the country's physical education and athletic supply sector.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Our market share is smaller in Canada due to our limited number of years doing business there (15 years). However, we are committed to providing the same great products and services to our Canadian customers as in the U.S. and have refocused dedicated marketing and sales efforts to Canada as of 2023. We expect our market share to greatly expand in the coming years.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No.</p>

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>Gopher operates as both a manufacturer and distributor. We have products manufactured for us under our brand, such as the Gopher UltraCoat Coated-Foam Balls, while also retailing renowned brands like Wilson. The majority of our products are designed for immediate use upon receipt.</p> <p>For smaller items requiring installation, such as horizontal climbing walls or gymnasium wall mats, the process is typically straightforward and can be completed by the customer themselves. However, for those who prefer professional installation or are purchasing a large installation item like a ceiling basketball system, divider curtain, or scoreboard, we offer this service at an additional cost. The installation fee is determined by factors such as the specific product and its installation location.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Gopher distributes institutional equipment that does not require specific licenses or special certifications for sale. We adhere meticulously to all applicable state and federal regulations, including those in Canada, pertaining to business registration, sales tax collection, remittance, tax filing, and any other relevant requirements.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>N/A</p>	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>2021: 2% 2022: 2% 2023: 3%</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>2021: 80% 2022: 80% 2023: 80%</p>	*
22	<p>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>	<p>OMNIA Partners Texas BuyBoard Georgia Utah</p> <p>The last sentence in Sourcewell's RFP document states " Financial information provided by a Proposer is not considered trade secret under the statutory definition". Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591.</p>	*
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>GSA - GS03F034GA DODEA - HE125420A0003</p> <p>The last sentence in Sourcewell's RFP document states "Financial information provided by a Proposer is not considered trade secret under the statutory definition". Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591.</p>	*

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 *	
San Bernardino County Unified School District	Amy Gazzaniga	(909) 473-2090	*
Rosemount-Apple Valley-Eagan District 196	Becki Douglas	(651) 423-7700	*
Fresno Unified School District	Michele Pacheco	559-457-3839	*

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 *	
School District	Education	Texas - TX	Supplying PE and Sports Equipment	TRADE SECRET \$950 avg	TRADE SECRET >\$1M	*
School District	Education	Pennsylvania - PA	Supplying PE and Sports Equipment	TRADE SECRET \$720 avg	TRADE SECRET >\$800K	*
School District	Education	Wisconsin - WI	Supplying PE and Sports Equipment	TRADE SECRET \$860 avg	TRADE SECRET >\$700K	*
School District	Education	California - CA	Supplying PE and Sports Equipment	TRADE SECRET \$800 avg	TRADE SECRET >\$1M	*
School District	Education	California - CA	Supplying PE and Sports Equipment	TRADE SECRET \$850 avg	TRADE SECRET >\$800K	*

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 *	
26	Sales force.	Our 55-person Sales and Customer Care teams have overlapping responsibilities and go above and beyond to ensure our customers are satisfied. Our sales team is located in MN. Our Sales team is divided into US, Canadian, and international territories, allowing them to build relationships with the customers in their assigned areas. They attend more than 75 trade shows per year, perform product training for customers and personally visit both customers and prospects.	*
27	Dealer network or other distribution methods.	All customer interactions are handled by internal team members.	*
28	Service force.	Gopher Sport's Customer Service Team consists of 34 team members, primarily located in MN. They consistently process 99% of orders on the same day, answer 95%+ of phone calls within 15 seconds or less, and respond to 99% of emails within less than 8 business hours. They are thoroughly trained to be fast, friendly, easy, and right. To ensure we are meeting our customer's needs promptly, we work with an award-winning third-party contact center service to maintain our full-time equivalent (FTE) requirements at all times.	*

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>Customers can choose to order through various channels and expect the same great customer service.</p> <p>Phone: Our Sales and Customer Care teams both take inbound order calls and answer within 15 seconds or less.</p> <p>Email: Customer emails are routed to appropriate recipients and answered within one business day.</p> <p>Website: Our website allows customers to shop our great products at any time, from anywhere. This year, Gopher is launching customer-specific pricing on our website so that customers can view their contracted pricing directly from their online accounts.</p> <p>Catalog: Gopher mails over 1 million catalogs annually. These catalogs are sent to every Physical Education teacher in the country as well as additional contacts within those school buildings and many additional customers and customer segments that order from Gopher.</p> <p>Fax/Mail: Although less common, our Customer Care team receives and processes orders through fax and mail every week!</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>We service customers through any method they choose to contact us including email, phone, web, fax or mail. We are committed to providing a fast, friendly, easy, and right experience for all of our customers.</p> <p>During the hours of 7AM-5PM CST, phone calls are answered in 15 seconds or less. 99% of emails are responded to within one business day. All customers ordering from us receive a post-order survey inquiring about their experience with us so that we ensure the highest quality of customer service.</p> <p>We utilize advanced workforce management measurement and feedback tools to ensure we are staffed properly, that the team is trained properly and that we are consistently achieving our high standards of performance.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Most of our products are stocked in our 180,000 sqft warehouse in Owatonna, MN. Orders for products in our warehouse almost always leave our facility the same day if the order is received before 4pm CT. Parcel shipments reach all lower-48 states in 4 business days or less. Shipments to Alaska and Hawaii arrive in 14 days or less.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We can ship to any location in Canada. Parcel shipments reach non-remote Canada in 4-7 business days and shipments to northern Canadian territories arrive in 14 days or less.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We service all parts of the US, US territories and Canada.</p>	*
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?	<p>None</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>We service all parts of the U.S. and its territories. Shipments to Hawaii, Alaska, and US territories are charged full price for both parcel and less-than-truckload (LTL) shipments.</p>	*

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>Catalog: Gopher mails between over 1 million catalogs annually. These catalogs are sent to nearly every school in the country, as well as to contacts at other institutions who likely purchase physical education, athletics, and/or fitness products. We will continue to include a special advertisement on the back cover of all catalogs Gopher sends.</p> <p>Email: We will continue to utilize our extensive email database to strategically market our contract to customers and prospects in the K-12 and state/local government spaces.</p> <p>Website: We have a dedicated landing page (https://gophersport.com/contracts/sourcewell) that details our contract and will be updated to include the new contract terms if awarded.</p> <p>Content and Case Studies: Gopher will create and publish case studies and/or other relevant content pieces that showcase how the contract helps to simplify our customer's internal purchasing process.</p> <p>Trade Shows: Gopher attends 75 trade shows each year. We will continue to market our contract with special signage at trade shows.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Gopher's multi-channel approach to marketing is key to our success. Because of this, our team meticulously tracks our digital data to ensure we are reaching our target audience, no matter the channel.</p> <p>SEO: Our Advertising & Analytics team is consistently optimizing our key words so that Gopher shows at the top of search results on Google and Bing.</p> <p>Email: Our email marketers consistently track our deliverability and domain reputation to ensure Gopher emails are landing in the inbox of both customers and prospects.</p> <p>E-Commerce Site: Our website is easy to find, navigate and shop on because our e-commerce team prioritizes the customer experience. This year, we are introducing customer specific pricing which would allow Sourcewell members to sign in and view contract pricing at any time.</p> <p>Social Media: We have more than 20,000 followers across our social media platforms who are consistently engaged with our content.</p> <p>PE Blog & PE Universe: Free resources for the PE community that drive traffic back to our e-commerce site.</p>
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?	<p>If a new contract is awarded, we would expect Sourcewell to advertise the contract to it's members through various channels including mail, email, and in-market sales team.</p> <p>The contract will remain integrated in our sales process. Currently, our sales team is trained to inquire about customers' contract statuses to ensure contract pricing is applied on all orders applicable.</p>
39	Are your products or services available through an e-procurement ordering process? If so, please describe your online ordering process, purchase approvals/tracking, payment options, reporting and monitoring (For example, can a participating entity track spending by staff members, can a participating entity put limits on purchases, can they be invoiced, etc.)	<p>Our products are available through EqualLevel, a cloud-based marketplace that easily integrates with customer's procurement processes. This year, Gopher will launch customer-specific pricing on our website so customers can view their contracted pricing directly from their online accounts. Contract customers can be invoiced. Upon request, we can also accommodate direct installations.</p>

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.	<p>Gopher can provide comprehensive training programs tailored for Sourcewell participating entities, focusing primarily on physical education teachers and district personnel. Our offerings encompass both general professional development and specialized product-specific training, particularly on the implementation of the Dynamic Physical Education(TM) and the SPARK(TM) physical education curriculum.</p> <p>Our training programs are designed to be highly effective and affordable, meeting educators' continuing education requirements. Training sessions can vary in duration, format, and location, which all influence the price.</p> <p>Additionally, Gopher provides free physical education lesson plans, activity ideas, instructional teaching tips, and more through our free resource like the PE Blog, PE Express Podcast, and PEuniverse.com.</p>

41	Describe how the integration of advanced technology, such as smart materials or data analytics, influenced the design, performance, and manufacturing processes of your equipment.	<p>One of Gopher's core values is 'We move fast to innovate and improve'. We are continuously investing in and adopting new technologies that help us improve the quality and/or function of our products, as well as improve the experience we provide our customers.</p> <p>We design and create exclusive products that meet the specific needs of customers. Our existing products are routinely reviewed for improvement opportunities. Additionally, SPARK(TM) launched the SPARK PE App, which allows their physical education and physical activity programs to be easily used on phones and tablets.</p> <p>We continue to invest in our digital experience. In 2024, customers on the Sourcewell contract will now be able to access their contract pricing on our website. We also continue to invest in the optimization and enhancement of our systems to ensure we provide a fast, easy, and right experience every time.</p>	*
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.	<p>Gopher's biggest focus in reducing our environmental footprint is through mindful distribution practices. We've streamlined our packaging process to minimize box sizes for shipping orders, ensuring efficiency and sustainability. We use airbags for item protection in shipping boxes instead of environmentally harmful materials like crumpled paper or packing peanuts. By optimizing packaging space, we guarantee that customers receive undamaged products, eliminating the need for environmentally unfriendly return and replacement shipments.</p> <p>We recycle both in our offices and in our warehouse. We built our current building in 2007-2008 and incorporated as many energy-efficient best-practices as was financially feasible, including very high efficiency heating and cooling systems, radiant heating in the floors of our office, and motion-detecting florescent lighting in our warehouse.</p>	*
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.	None	*
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.	N/A	*

<p>45</p>	<p>Describe any curriculum or lesson plan materials that you offer related to the equipment or products included in your proposal.</p>	<p>1) Gopher is the exclusive source of the online Dynamic Physical Education(TM) ASAP curriculum. This is an online-only place where physical education professionals can build their own activity and lesson plans for the day, week or month based on the activities and lesson plans from the #1 best-seller Dynamic Physical Education(TM) curriculum program by Dr. Bob Pangrazi and Dr. Aaron Beighlie for free. www.dynamicpeasap.com</p> <p>2) Gopher is the exclusive seller of the SPARK(TM) Physical Education Curriculum. SPARK is the most researched and most proven effective PE curriculum in the world and was developed by Dr. Thom McKenzie, Dr. Jim Sallis and Paul Rosengard at San Diego State University. SPARK not only has comprehensive curriculum for K-12 physical education, but also has curriculum for Early Childhood physical development, Adapted physical education, creating Active Classrooms and creating and managing Before/After School programs. We offer this curriculum in both printed and digital form and also can provide customized training for teachers and districts on how to effectively implement the program for K-12, Early Childhood, Adapted, Active Classroom and After School. www.sparkpe.org</p> <p>3) Gopher is the exclusive seller of the ACHIEVE!(TM) Physical Education Curriculum. The ACHIEVE! curriculum is a comprehensive, teacher-friendly, completely turn-key Elementary and Middle School curriculum for PE and After School programs that can be implemented by both classroom teachers and PE Professionals. www.achievepe.com</p> <p>4) Gopher is the exclusive source for the Active & Healthy Schools(TM) program. This program is an easy to follow roadmap that shows schools how to create a more active and healthy school environment outside of their physical education classes. https://www.gophersport.com/resources/active-healthy-schools</p> <p>5) Gopher created the PEUniverse website 12+ years ago as a place where physical education professionals could meet online, share ideas, ask questions and post videos of activities. Recently updated, visitors can quickly find ideas and videos or sign up and participate in the conversations. www.peuniverse.com</p> <p>6) Of course, every product we invent and launch also includes clear concise instructions for use, along with variations that both extend the usefulness of the product for the teacher and ensures the students get maximum fun from the product!</p>
<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Gopher's Approach is Customer First. We look to satisfy the needs of schools and organizations with the highest quality equipment and services detailed below: Gopher's Equipment: Professionals and non-professionals look to Gopher for innovative products and activities that solve a problem and help them achieve their goals or the goals of their program. Some of the trending challenges we're helping PE teachers solve across the US:</p> <ol style="list-style-type: none"> 1. Social Emotional Learning: PEMoji & positive behavior reinforcement products 2. Adapted Physical Education: full assortment of various adapted PE Products 3. Fitness Testing and Assessment: Rep-Addition Push-Up and Sit-Up testers as well as a full assortment of assessment products developed specifically for schools. 4. Nutrition Education through Activity: NutriPlay line of activities 5. ACTION! Team Games: Proprietary/"Only From Gopher" activity and skill development solutions 6. Physical Activity Tracking: FITstep Stream wireless pedometer, heart rate monitors 7. Gopher carries over 10,000 items, many carry the Gopher name and are developed and produced to our specifications. Gopher is a comprehensive equipment solution for all things physical education, athletics, and sport. <p>Gopher's Unconditional 100% Satisfaction Guarantee: Customer satisfaction is our top priority, and we have the guarantee to back it up. Our guarantee is like no other in our industry.</p> <ol style="list-style-type: none"> 1. If a customer is not satisfied with a product for any reason at any time, we'll replace it or refund their money. No hassles. No exclusions. No kidding. 2. Our quality saves customers money. Budgets are tight and programs can't afford to replace equipment every year. Customers tell us that one reason they choose Gopher is that equipment does not need to be repurchased as often. Also, they rely on Gopher equipment to help them do their job day-in and day-out. 3. Our guarantee keeps us very honest with the quality of equipment we carry. If an item does not meet the expectations of our customers, we hear about it and make a change. <p>Gopher's Promise of being EASY to do business with:</p> <ol style="list-style-type: none"> 1. All of our calls are answered live by a highly-trained customer service team. We know your time is valuable, so we skip the lengthy phone menus. We are committed to one-call resolution should a problem arise. We want to do business the way you need business done. 2. In-Stock Products – Most items are in-stock and ready to ship same day. Our current order line fill-rate is 98%. 3. Delivery speed – Our central location and unique shipping arrangements allow us to deliver stock orders anywhere in the lower US within 4 days. At no extra cost. 4. 180,000 sq ft distribution center, 18 dock doors, more than 1,300 orders shipped per day capacity

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 *
47	Do your warranties cover all products, parts, and labor?	We do not have a product warranty. Instead, our Unconditional 100% Satisfaction Guarantee covers all of the products we sell. There are no restrictions, no hassles, and no restocking fees. If a customer is not satisfied with a product, we'll replace it, refund their money, or credit their account. The vast majority of what we sell doesn't require service, while the remainder is user-serviceable (replacing a net on a soccer goal).
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our Unconditional 100% Satisfaction Guarantee applies to products that were used for their intended purpose.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A
50	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?	N/A
51	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?	Warranty claims from the manufacturer are generally resolved by Gopher on the customer's behalf. In the event the issue cannot be resolved with the manufacturer, the item is still covered by our Unconditional 100% Satisfaction Guarantee.
52	What are your proposed exchange and return programs and policies?	Our Unconditional 100% Satisfaction Guarantee acts as our exchange and return policy. If a product we sold fails to perform as advertised when used as intended, we most commonly replace the product or refund the purchase price. In certain situations where it is more appropriate, we provide replacement parts to the customer instead of replacing the entire product.
53	Describe any service contract options for the items included in your proposal.	None

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	Our payment terms are net 30. We accept many payment methods including credit card, check, and purchase order. We also offer financing options. Credit cards are only accepted at the time of order.
55	Describe any leasing or financing options available for use by educational or governmental entities.	Gopher will accept purchase orders from recognized schools, businesses, and other institutional settings. We offer open terms for credit approved accounts, net 30 days. We offer lease and financing options for the purchase of capital items through a third party.
56	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.	N/A
57	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?	Gopher accepts P-Cards with no additional cost. P-Cards must be used for payment at the time of order, they cannot be used as payment on an invoice.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Line item discounts of 3% off all Only From Gopher products (designated with a red 'G' icon in our catalog and on our website). Line item discounts of 11% off our current published price on all other products. Specific exclusions apply, see our price proposal for further details.</p> <p>Our published price on products typically changes annually, and rarely a product or group of products changes price more than once during the year due to changes in material costs or other factors. In those situations, the Sourcwell Contract discount would be applied to the most current published price.</p> <p>*Our published prices for U.S. customers are in U.S. dollars. Our published prices for Canadian customers are in Canadian dollars.</p>
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Line item discounts of 3% off all Only From Gopher products (designated with a red 'G' icon in our catalog and on our website). Line item discounts of 11% off our current published price on all other products. Specific exclusions apply, see our price proposal for further details.</p>
60	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Escalating volume discounts of the following amounts will be issued at time of order:</p> <p>\$10,000-\$24,999 - 1% off \$25,000 - \$50,000 - 2% off Over \$50,001 - 3% off</p>
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>We can easily procure and supply products that we don't normally stock from our existing suppliers. In those situations, we would calculate a published price for the product according to the same method we calculate the published prices on other items from that supplier. Then we would apply the Sourcwell discount to arrive at the Sourcwell customer's final price.</p>
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Sales tax collected will be charged according to the laws of each taxing authority and the tax-exempt status of each customer.</p> <p>For projects requiring formal installation, the cost of installation will not be discounted according to the pricing terms provided above.</p>
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Orders over \$100 that ship by parcel method from our warehouse using our standard delivery method to any of the 48 states will ship with no additional shipping charges. Orders under \$100 that ship by parcel method from our warehouse using our standard delivery method to any of the 48 states will be charged a flat rate of \$8.</p> <p>Orders that ship by truck to any of the 48 states will have the shipping charge calculated at time of purchase and be assessed the full shipping charge. The truck or LTL shipping charge is calculated using the delivery zip code and shipment dimensions.</p> <p>If the shipping location has no loading dock, and the order requires shipment by truck, a liftgate-equipped truck is required for delivery and an additional \$90 is added to the cost of shipping.</p> <p>If the delivery needs to be made inside the door, a \$250 charge will be added.</p> <p>If an item is too large for liftgate and needs to be lowered to the ground, a \$250 unloading service charge is added to the cost of shipping.</p> <p>Customers can opt to have orders that ship by truck delivered to a particular location in their building (Room of Choice delivery) for an additional \$450.</p> <p>We can immediately quote the additional cost for expedited or overnight shipping to a customer at the time of their order.</p>

64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Parcel and truck shipments to Alaska, Hawaii and many Canadian addresses will be calculated at the time of the order and charged full shipping. Our shipping price is calculated using the delivery zip code and shipment dimensions. Parcel and truck shipments to parts of Canada identified as "Remote Locations" by UPS will have shipping charges calculated at the time of the order.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We are committed to ensuring our customers receive their orders quickly and without issue. Whether consolidating multiple orders into a single shipment or accommodating deliveries to multiple locations, our goal remains the same: to provide convenience and satisfaction. Our shipping processes are meticulously designed with over-engineered materials and methods, including high-crush strength boxes and expert packing techniques. From properly filled boxes with no voids to additional safeguards like shrink-wrapping or wooden crating when necessary, we prioritize ensuring every product reaches our customers undamaged and ready to use.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	d. other than what the Proposer typically offers (please describe).	Better than the Proposer typically offers to GPOs and state purchasing departments. The same as the Proposer typically offers to cooperative purchasing organizations.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	As with all contracts, we require Sourcwell members to mention the contract during the order process to receive pricing. When the contract is mentioned, the sales or service person will apply a specific Sourcwell price code to the order which will automatically adjust the items to the discounted price. This makes quarterly reporting extremely simple, accurate, and timely. We have also streamlined our internal reporting process with the addition of a Marketing & Contract Specialist role who will continue to be responsible for reporting on the Sourcwell contract and coordinating payment of the administrative fee.	*
68	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.	<ol style="list-style-type: none"> 1) Growth in institutional customer count 2) Growth in number of accounts using the Sourcwell Contract 3) Sales growth of those accounts using the Sourcwell Contract vs. sales growth for all other institutional accounts (stratified by customer type) 4) Average order size of accounts using the Sourcwell Contract vs. average order size of all other institutional accounts (stratified by customer type) 5) Order frequency of accounts using the Sourcwell Contract. vs order frequency of all other institutional accounts (stratified by customer type) 	*
69	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.5% of net sales on orders invoiced and paid where customer uses the Sourcwell Contract.	*

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

Line Item	Question	Response *
70	Provide a detailed description of the	Our customers can select from more 90 product categories including more than

equipment, products, and services that you are offering in your proposal.

10,000 innovative, high quality products. The product categories available through the

Gopher brand include:

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

*

		<p>Racquet Ball Rebounding Resistance Training Resources Rhythm Rhythm and Dance Ride-Ons Rowers Sand Weights Scooters Scoring Screamin' Colors Selectorized Weight Systems Soccer Soccer Goals Special Stability Balls Steppers Steps Stopwatches Storage Strongman Swimming Table Tennis Team Building Tennis Tetherball Track and Field Treadmills UltraPlay Uniforms Upper-Body Ergometers Volleyball Balls Volleyball Standards Weightlifting Equipment Whistles Workout Mats Yoga</p>
71	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Physical Education Equipment Sporting Goods Athletic Equipment Sports Equipment Uniforms Fitness Equipment Weight Room Equipment Exercise equipment Recreation Equipment Aquatics Equipment Athletics Surfaces Fitness and Exercise Equipment Cardio equipment Sports & Gym Equipment Playgrounds & Parks</p>

*

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

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

Line Item	Category or Type	Offered *	Describe
72	Physical education equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	You can rely on our activity balls, beanbags, and discs to last through every tossing game. Use hoops, jump ropes, and parachutes in their traditional ways, or turn them into targets. Get students rolling with excitement using scooters. If you want an all-encompassing solution that takes the guesswork out of stocking your supply closet, Gopher's convenient packs in several sizes are your answer.
73	Adaptive athletic and physical education equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ensure every student has the opportunity to stay active during physical education classes, regardless of ability, with Gopher's adapted PE equipment. Specialized instruction and gear lets teachers set up custom stations that promote activity and success. When students are not in PE class, teachers can continue to promote movement throughout the day with active classroom equipment.
74	Individual and team sports equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Whether you're looking for school sports equipment supplies for teams, or trying to outfit an entire recreation program, Gopher has you covered! From basketball and football, to archery and gymnastics, you'll find the sporting goods you're looking for.
75	Coaching equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	To successfully lead students and athletes, you need your own gear too! Direct action with whistles, time drills and circuits with stopwatches, and take notes using clipboards. Stay alert and ready to jump into action in case of injury with first aid supplies. Keep balls properly inflated and ready for action using an inflator. Coaches can recognize player achievements with award ribbons and metals.
76	Indoor and outdoor facilities related athletic equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	From bleachers and benches to PA systems and scoring resources, find the gym gear you need. School maintenance crews can protect floors in gyms and equipment rooms using specialized athletic flooring. Between games and activities, keep equipment organized in Gopher's convenient storage options, some of which also lock for extra security.
77	Curriculum, assessment, and training tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	All-encompassing PE education lesson plans and resources easily guide teachers as they prepare for class. They can develop lessons that educate and entertain students while they learn important lifelong lessons about staying healthy.
78	Related technology enhanced equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	SPARK(TM) launched the SPARK PE App, which allows their physical education and physical activity programs to be easily used on phones and tablets.
79	Athletic uniforms, fitness equipment, and event seating solutions provided that they are complementary to a Proposer's offering of products described in Lines 72-78 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Whether you need fitness equipment for schools or teams, you will find what your students and players need in Gopher's expansive assortment. From weightlifting equipment to endurance-building gear, stock PE classes or fitness rooms with high-quality products!
80	Installation services related to and in connection with the purchase of equipment and products described in Lines 72-78 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer installation at an additional cost. The installation fee is determined by factors such as the specific product and its installation location.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Pricing Sheet.pdf - Friday April 26, 2024 13:06:49
 - [Financial Strength and Stability](#) - PROPHET-CORPORATION-THE_04-22-2024.pdf - Wednesday May 08, 2024 08:11:09
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Friday April 26, 2024 13:08:29
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

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. - Ryan Reimers, Vice President and COO, The Prophet Corporation

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Athletic_and_Physical_Education_Equipment_RFP_050924 Tue April 30 2024 08:35 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Athletic_and_Physical_Education_Equipment_RFP_050924 Mon April 29 2024 12:05 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 050924-PRO**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **The Prophet Corporation dba Gopher Sport** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Athletic and Physical Education Equipment with Related Supplies to Sourcewell and its Participating Entities, effective July 12, 2024, through July 15, 2028 (Contract).

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

Section 18. Insurance–Subsection A. Requirements– Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
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Jeremy Schwartz, Chief Procurement Officer

Date: 12/4/2024 | 2:41 PM CST

The Prophet Corporation dba Gopher Sport

DocuSigned by:
By: Ryan Reimers
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Ryan Reimers, CFO

Date: 12/4/2024 | 2:34 PM CST