

**Solicitation Number: RFP #050924****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Jaypro Sports LLC, 976 Hartford Turnpike, Waterford, CT 06385 (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. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in



guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Jaypro Sports LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
7/12/2024 | 8:03 AM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Keen Tart*  
A443AE2C8A864E2...  
By: \_\_\_\_\_  
Keen Tart  
Title: VP Sales & Marketing  
7/12/2024 | 7:44 AM CDT  
Date: \_\_\_\_\_

# RFP 050924 - Athletic and Physical Education Equipment with Related Supplies

---

## Vendor Details

Company Name: Jaypro Sports  
Does your company conduct business under any other name? If yes, please state: CT  
Address: 976 Hartford Tpke  
Waterford, CT 06385  
Contact: Keen Tart  
Email: ktart@jaypro.com  
Phone: 860-941-4972  
Fax: 800-988-3363  
HST#:

## Submission Details

Created On: Monday April 22, 2024 10:04:32  
Submitted On: Tuesday May 07, 2024 13:07:08  
Submitted By: Keen Tart  
Email: ktart@jaypro.com  
Transaction #: ad759686-9f40-46dc-a627-2f30008b091b  
Submitter's IP Address: 104.226.28.186

---

**Specifications**

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

**General Instructions** (applies to all Tables) Sourcwell 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):<br>(In the event of award, will execute the resulting contract as "Supplier")   | JAYPRO SPORTS LLC   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | JAYPRO SPORTS LLC   |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | JAYPRO SPORTS LLC   |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | H8C5FBQENE83  |
| 5         | Proposer Physical Address:   | 976 HARTFORD TPKE<br>WATERFORD, CT 06385  |
| 6         | Proposer website address (or addresses):   | WWW.JAYPRO.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): | KEEN TART<br>VP SALES & MARKETING<br>976 HARTFORD TPKE<br>WATERFORD, CT 06385<br>KTART@JAYPRO.COM<br>860-941-4972 (MOBILE)<br>800-243-0533 (OFFICE)<br>800-988-3363 (FAX) |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | KEEN TART<br>VP SALES & MARKETING<br>976 HARTFORD TPKE<br>WATERFORD, CT 06385<br>KTART@JAYPRO.COM<br>860-941-4972 (MOBILE)<br>800-243-0533 (OFFICE)<br>800-988-3363 (FAX) |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | ELAINE ADAMS<br>VICE PRESIDENT OF FINANCE<br>976 HARTFORD TPKE<br>WATERFORD, CT 06385<br>800-243-0533 xt. 138 (OFFICE)<br>800-988-3363 (FAX)                              |

**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.   | Jaypro Sports is an athletic equipment manufacturer founded in Waterford, CT. Since its start in 1953, our team has been committed to exploring unique ideas, developing them into industry breakthroughs and trendsetting products. Seven decades ago, our company started with a simple set of family values combined with a devotion to manufacturing the highest quality athletic products. These core values are present with every court, facility, school, or community where Jaypro athletic equipment is provided. Jaypro Sports continues to support this tradition by embracing simple family values and offering innovative products and dedicated client services to customers worldwide. We continue to drive our business philosophy by providing the best value available with products that are "Designed to Perform, Manufactured to Last".  |
| 11        | What are your company's expectations in the event of an award?   | The demand for Jaypro product is strong in the marketplace and would continue to strengthen as an awarded provider. The public has increased its awareness and need for new athletic facilities, fields and recreational spaces since the advent of Covid. It is our expectation, as an awarded entity, will allow Jaypro Sports to engage new customers as well as foster a stronger relationship with existing customers. This will open opportunities in both the public and private sectors for schools, municipalities and government where athletic and recreational equipment is needed. We feel strongly that this is a key path to enforcing our core beliefs in equipping facilities and field.  |
| 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.   | Attached please find our CPA prepared financial statements for fiscal years ending 3/31/23 and 3/31/22. We are also providing internally prepared statements for the 11 months ending 2/29/24 and a reference letter from our bank, Webster Bank. These documents demonstrate our financial strength and solid standing with our bank.   |
| 13        | What is your US market share for the solutions that you are proposing?   | 15% of the athletic gymnasium and outdoor athletic equipment market  |
| 14        | What is your Canadian market share for the solutions that you are proposing?   | 2% of the athletic gymnasium and equipment market  |
| 15        | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | Jaypro has never petitioned for bankruptcy protection.   |
| 16        | 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.<br>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?<br>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? | Jaypro Sports is an athletic equipment manufacturer. We work thru three business segments supplying athletic equipment: Indoor Construction, Aftermarket sales, Outdoor Construction. All business is supported through a dealer network covering the US, Canada, including foreign locations. We are confident that the relationship with both sales and service teams is dedicated, strong and competent when finding the correct solution for the customers' needs. This reinforces our core values.<br><br>Indoor Construction is supported through a regional dealer network with supporting project management and installation. Jaypro additionally has a full engineering group, estimating staff and project coordinators to support both sales and service of custom design and standard product.<br><br>Aftermarket is supported through dealer accounts across the US and Canada. Internally, we have a resolute customer service team, direct dealer reps (specific regions) and independent outside reps to support, educate and assist the customer in buying the right equipment.<br><br>Outdoor Construction is supported by an in-house estimating, sales, and project coordination team. Jaypro additionally has a full engineering team to educate and support the design of new facilities featuring running track, fields, courts, indoor gymnasiums, and athletic facilities. |
| 17        | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.  | Third party/subcontractors are required to be licensed and insured. Additionally subcontractors for indoor installation are manufacturer trained to ensure equipment is properly installed and safe for use..  |
| 18        | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.   | NA- Jaypro has never been suspended or debarred for any reason in its 70 year history.   |

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years   | Relevant industry awards of recognition:<br>ASBA- American Sports Builders Association- recognized as a top tier supplier for field equipment for tennis and pickleball<br><br>Gopher (dealer) Recognized as Sports supplier of the year |
| 20        | What percentage of your sales are to the governmental sector in the past three years   | 75%  |
| 21        | What percentage of your sales are to the education sector in the past three years  | 65%  |
| 22        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | TIPS- The Interlocal Purchasing System- Newly Awarded  |
| 23        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | We are not currently on contract with GSA or hold SOSA arrangements.   |

**Table 4: References/Testimonials**

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

| Entity Name *          | Contact Name *        | Phone Number *        |
|------------------------|-----------------------|-----------------------|
| All Sports Enterprises | Joe Ferry (President) | 610-524-4100          |
| BROC LLC               | Dan Baker (Owner)     | 303-669-5177 (M)      |
| Anthem Sports          | Mark Ferrara (Owner)  | 800-688-6709          |
| Pioneer Athletics      | Sean Egan (President) | 800-877-1500 xt, 3164 |

**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 *   |
|--|---------------|--------------------|--|---|--|
| City of Allen Texas- Park and Recreation- Stephen G. Terrel Center | Government    | Texas - TX         | Athletic Facilities and Courts- Designed with Architect, Overhead Volleyball, Basketball Masts/Hoops with floor layout | \$1.5 Million                             | \$1.5 Million  |
| University of Massachussets  | Education     | Massachusetts - MA | Supplied Athletic equipment/Goals Field Hockey, Lacrosse, Soccer   | Average Size of orders- \$3,000- \$15,000 | 23-24' Volume- \$24,950<br>23-22 Volume- \$19,234<br>21-22' Volume- \$22,748 |

|                                |           |                  |  |   |   |   |
|--------------------------------|-----------|------------------|--|---|---|---|
| Gopher Sports (Dealer)         | Education | Minnesota - MN   | School Equipment and Supply Dealer- supplies various athletic equipment to colleges, high schools, secondary schools, park and rec | Average Order Size: \$971<br>Various Size of Transactions<br>\$27,445<br>\$16,242<br>\$13,535<br>\$12,140<br>\$11,647<br>\$10,828<br>\$9,770<br>\$9,620<br>\$9,555<br>\$9,360<br>\$9,360<br>\$8,980<br>\$8,541<br>\$7,665<br>\$7,401<br>\$7,113<br>\$6,865<br>\$6,120<br>\$6,070  | 23-24' Volume- \$970,000<br>23-22 Volume- \$819,000<br>21-22' Volume- \$544,134 | * |
| School Specialty, LLC (Dealer) | Education | Wisconsin - WI   | School Equipment and Supply Dealer- supplies various athletic equipment to colleges, high schools, secondary schools, park and rec | Average Order Size: \$680<br>Various Size of Transactions<br>\$27,451<br>\$12,790<br>\$10,956<br>\$7,610<br>\$6,320<br>\$5,600<br>\$5,558<br>\$5,200<br>\$4,780<br>\$4,492<br>\$4,400<br>\$3,854<br>\$3,854<br>\$3,629<br>\$3,434<br>\$3,434<br>\$3,434<br>\$3,303<br>\$3,291<br>\$3,205<br>\$3,166<br>\$3,166<br>\$3,160<br>\$3,093<br>\$3,093<br>\$3,090<br>\$3,001<br>\$2,998<br>\$2,944<br>\$2,936<br>\$2,916<br>\$2,909<br>\$2,860 | 23-24' Volume- \$520,521<br>23-22 Volume- \$340,060<br>21-22' Volume- \$200,464 | * |
| Groton Public Schools          | Education | Connecticut - CT | Provide Athletic Equipment to support facilities for district schools  | \$468<br>\$271<br>\$4,360<br>\$17,883<br>\$410<br>\$4,584<br>\$2,500<br>\$2,499<br>\$834  | 23-24' Volume- \$4,971<br>23-22 Volume- \$21,589<br>21-22' Volume- \$2,500      | * |

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

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 26        | Sales force.  | <p>Our sales force is unique to each business silo: Aftermarket, Indoor Construction, Outdoor Construction. Details on capability to meet the needs of Sourcewell entities is below:</p> <p>Aftermarket- Athletic Equipment<br/>The sales force consists of (3) factory/direct representatives found in Waterford, CT. Additionally, there are (18) Outside independent sales reps representing the Jaypro product line. Jaypro can meet the entities' needs by collaborating with the dealer/customer to determine the proper equipment required. They will provide catalogs, pricing, availability, coordinate installation and in some cases help with project coordination.</p> <p>Indoor Construction- Gymnasium equipment/new and existing<br/>The sales force consists of (2) factory/direct to dealer representatives, including VP of Sales found in Waterford, CT. Additionally, we have installers and dealerships covering all 50 US states as well as the 10 Canadian provinces. Jaypro representatives combine with dealerships to support the participating entity with product information, design aid, project coordination and installation.</p> <p>Outdoor Construction- Fields, courts, athletic facilities<br/>The sales force consists of (2) factory/direct to dealer representatives found in Waterford, CT. They support the participating entity with product information, design aid, and project installation. Additionally, we will work with installers and other product manufacturers to support the Sourcewell entity.</p> |
| 27        | Dealer network or other distribution methods.   | <p>Aftermarket-<br/>Jaypro collaborates and provides its equipment with a comprehensive dealer network covering all aspects of athletic equipment. This dealer network reaches across all 50 US states, 10 Canadian provinces as well as international accounts across the globe.</p> <p>Aftermarket dealers support the following education and government entities: College/Universities, K-12 Schools, Private Schools, City/Town Park and Recreation, Federal groups, Non-profit organizations.</p> <p>Indoor and Outdoor Construction-<br/>Jaypro collaborates with a dedicated dealer/install provider for all aspects of indoor and outdoor construction projects. This dealer network reaches across all 50 US States and 10 Canadian provinces.</p> <p>All three silos sometimes overlap depending upon the entities' needs and type of project or equipment needed.</p>   |
| 28        | Service force.  | <p>Jaypro Sports has an exceptional dealer network with over 300 active and approved dealers throughout the US and Canada. Our dealers are provided training in the handling and provision of our athletic equipment. Part of our dealer commitment is to utilize contracts and cooperative purchasing agreements to maximize any opportunity to promote Jaypro Sports products. Our indoor gymnasium dealers are equipment specialists when equipping new and existing gyms.</p>   |
| 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>Orders are issued directly through the dealer.<br/>Order process is as follows:</p> <ul style="list-style-type: none"> <li>-Sourcewell Entity issues PO to dealer or Jaypro directly.</li> <li>-Purchase Order is processed and entered same day, confirmation sent to dealer at the end of the business day.</li> <li>-Standard lead times apply to each product or project to be made, packaged and shipped</li> <li>-Order is prepared for shipment, shipping confirmation sent with tracking information.</li> </ul> <p>Response-time capabilities:</p> <ul style="list-style-type: none"> <li>-Purchase orders received are entered within the day, at most 24 hours during the busiest time of the year.</li> </ul>  |



|    |  |   |   |
|----|--|---|---|
| 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.  | Customer inquiries, estimates, warranty or project requests are handled within 24 hours and generally sooner. It is our core value to ensure the customer receives a reply or receipt of a request with commitment and proficiency.   | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Jaypro is fully prepared and willing to provide all its products to Sourcewell entities in the United States. We have over 100,000 sf of warehouse and production space to keep inventory levels appropriate to the demand. Jaypro is willing to work with all Sourcewell entities to provide custom solutions that fit the need. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Jaypro is fully prepared and willing to provide all its products to Sourcewell entities in Canada. We have over 100,000 sf of warehouse and production space to keep inventory levels appropriate to the demand. Jaypro is willing to work with all Sourcewell entities to provide custom solutions that fit the need.            | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Jaypro does not have any geographic areas in the United States or Canada that cannot be serviced. All territories will be covered.  | * |
| 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? | Jaypro does not have any participating sectors where it will not serve fully. All entities will be fully served.  | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | NONE  | * |

**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>With our versatile approach to marketing, Jaypro Sports can easily incorporate Sourcewell into our messaging and promotional materials. From tradeshows to print to social media, Jaypro Sports is confident in our ability to effectively communicate the benefits of a Sourcewell membership.</p> <p>Online, we utilize Google AdWords, LinkedIn and Facebook, and the "Press Box"; our newsletter where we give company updates and announce new products, promotions and partnerships. On our website, we will feature the awarded vendor logo along with information about Sourcewell. In our catalogs, we envision a Sourcewell logo on the Table of Contents page.</p> <p>Having a partnership with Sourcewell will show perspective buyers our dedication to quality and community. Additionally, this partnership will demonstrate the commitment Jaypro Sports has to our industry, and a desire to provide the best sports equipment while providing the best pricing possible.</p> | * |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | Jaypro uses digital data to enhance marketing effectiveness across many platforms, including Google, LinkedIn, Instagram, Facebook as well as our own website. Key Adwords are marketed for products and services specifically to drive entities to our website for more information. This would continue as an awarded Sourcewell contract recipient.  | * |
| 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?  | Jaypro will integrate a Sourcewell-awarded contract into our sales process by proactively promoting at the time of inquiry. This will allow us to educate the entity on the benefits of being a member of Sourcewell as well as encourage a non-participant to become a participant.  | * |
| 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.) | Our products are currently not available through an e-procurement ordering process. We are currently looking at opportunities to upgrade our ERP system to provide this at a later date.  | * |

**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>Jaypro currently offers training to specialty construction dealers for programming and operation of gym controlled systems, how to operate appropriately and what not to do at the time of turnover. Training is standard in these scenarios and does not incur additional cost to the entity.</p> <p>In addition, our specialty dealers provide service contracts for maintenance of all indoor gymnasium equipment. Cost are dependent upon the time between service and what is determined at the time of inspection to be resolved or replaced.</p> <p>All Jaypro products are shipped with detailed assembly instructions and we offer engineering/customer service support if the need arises.</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>Integration of advanced technology:<br/>Recent investments to our production facility has greatly improved our design and performance with the manufacturing process. State of the art laser tube cutters, tables, robotic welders in combination with better purchasing techniques has allowed the process to improve in both time of delivery and quality of product produced. This investment allows Jaypro to simplify complex processes into more efficient outcomes resulting in faster service times while maintaining a high quality level within our products.</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>Green initiatives with our manufacturing process:</p> <ol style="list-style-type: none"> <li>1. Lean manufacturing- recovering resources and repurposing materials</li> <li>2. Recycle of all cardboard, metal scraps- over 30 tons annually</li> <li>3. Preventative and predictive maintenance to increase lifetime value and durability of machines</li> <li>4. Investment in solar panels for renewable energy resources to reduce energy usage by 70%</li> <li>5. Use recycled materials in many of the components used for production of specific products, i.e. wood, foam, packaging</li> </ol>  |
| 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. | NA  |
| 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.    | NA  |
| 45        | Describe any curriculum or lesson plan materials that you offer related to the equipment or products included in your proposal.   | NA  |
| 46        | 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>Jaypro has the ability to customize products for the situation or space required. We can manufacture most anything to accommodate a facility, field or structure. It is this uniqueness that allows us to to accommodate any custom requirement for athletic equipment.</p>  |

**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?  | Yes. Jaypro warrants all its products against defects in workmanship and material for our products. Length of warranty is dependent upon each product group or item from the date of shipment, unless otherwise noted. We reserve the right to repair, replace or refund, as appropriate, at no cost to the Customer.                       |
| 48        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | Warranties do not allow for the alteration or modification of the product. These actions void any warranty unless otherwise authorized by Jaypro.   |
| 49        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Our warranties, where warranted will cover the potential expense of technicians travel time and mileage to perform warranty repairs. Jaypro works closely with installers and providers to ensure warranty issues are handled quickly with best practices to minimize cost and time for both manufacturer and entity.                       |
| 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? | There are no geographic regions where we cannot provide certified technician. Service for warranty is unique to the situation occurring. In the event the entity cannot resolve a warranty claim, Jaypro will use its resources to resolve the concern.   |
| 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?  | Jaypro works closely with it partners to ensure a timely experience is provided when addressing a warranty claim. Warranty service can be handled by Jaypro, its partners or both.  |
| 52        | What are your proposed exchange and return programs and policies?   | Jaypro will accept the authorized return of all standard products for any reason within 30 days of ship. Items must be in original packaging. Special order/Customer color items are not returnable. Conditions outside of the stated parameters can be discussed with a Jaypro representative to find the appropriate solution for return. |
| 53        | Describe any service contract options for the items included in your proposal.  | NA  |

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 54        | Describe your payment terms and accepted payment methods.  | Payment terms and accepted payment methods are as follows:<br>- Approved accounts are required to submit a Purchase order and will be billed Net 45 from the invoice date<br>- Credit cards/Debit cards are accepted through American Express, Discover, MasterCard and Visa.<br>- ACH payments are accepted<br>- Mailed Checks |
| 55        | Describe any leasing or financing options available for use by educational or governmental entities.   | Jaypro Sports does not offer any leasing or financing options to educational or governmental entities.  |
| 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. | See uploaded documents  |
| 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?   | Yes. Jaypro accepts P-card payment processes. There is no additional fee if the payment is received up front at the time of order.  |

**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.                                | Our pricing model is based on a line item discount from MSRP/List price. This applies to all categories for aftermarket. Our price list will show the sku, product/style name, list price, discount off of the list price and member price per unit.  |
| 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.  | 10% off of MSRP/List for each item  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | 5% additional for single orders over \$25,000   |
| 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.  | Sourced products or related services that are open market or nonstandard will be supplied via an estimate for each request.   |
| 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. | Elements not included in the pricing submitted will include installation costs. These are external and determined based on the scope of the project or requested need.  |
| 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.   | Jaypro Sports ships items via FedEx, UPS, LTL or direct cargo carriers. Some entities may use their own 3rd party carrier as the preferred choice.<br><br>Shipping costs are determined at the time of estimate or purchase and will be applied prior to shipping. Jaypro Sports makes every effort to use the appropriate carrier for delivery.<br><br>Each unique shipment is provided tracking information via email and additionally provided a packing slip and or Bill of Lading. |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | International shipments are handled similarly to US bound shipping options. The proper paperwork is provided to move through customs or offshore through third party carriers.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We offer unique delivery for freight shipments within 5 hours of our location via a Jaypro truck. We also broker with several direct carriers where large shipments cannot be moved efficiently through LTL carriers.   |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | It is our belief and understanding that Sourcwell is the most widely known cooperative in the country. Our pricing is meant to offer the best value available to the entity. |

**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 Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | All estimates and subsequent orders will be tagged with a Sourcewell code to ensure visibility, pricing and throughput. There will be one of point of contact at the corporate office. This contact will ensure that all participating entities receive the appropriate pricing. The point of contact person will be responsible for reporting all sales each quarter via custom sales report detailing all transactions per order and line item breakout. |
| 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.  | Jaypro Sports will review quarterly sales figures to assess our success with the contract. Internal metrics will be through estimate and sales reports.  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | Jaypro Sports will offer Sourcewell a 2% contract administrative fee payable on net agreement sales of manufactured product. Any additional labor portion of this agreement performed by our dealers will not qualify for the fee.   |

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>Jaypro Sports manufactures and distributes a wide variety athletic equipment products for fields, outdoor courts, stadiums, indoor gymnasiums and recreational facilities. The following Categories are as follows: Baseball/Softball, Basketball, Football, Soccer, Lacrosse, Field Hockey, Rugby, Tennis and Pickleball, Track and Field, Volleyball Outdoor Bleachers/Benches and Physical Education.</p> <p>Services provided through our subcontractors include the following: Installation of both indoor and outdoor equipment. Additionally, Indoor dealers provide service contracts to maintain gymnasium equipment is up to current safe working standards.</p>   |
| 71        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p><b>BADMINTON:</b></p> <ul style="list-style-type: none"> <li>• Badminton Poles</li> <li>• Replacement Nets</li> <li>• Ground Sleeves</li> </ul> <p><b>BASEBALL/SOFTBALL:</b></p> <ul style="list-style-type: none"> <li>• Bases, Home Plates &amp; Rubbers</li> <li>• Field Armor &amp; Pitching Mounds</li> <li>• Pitching/Protection Screens</li> <li>• Helmet &amp; Bat Racks</li> <li>• Batting Cages/Tunnels</li> <li>• Fence Products</li> <li>• Foul Poles</li> <li>• Batter's Eye</li> <li>• Backstop &amp; Wall padding</li> <li>• Field Markers/Chalkers</li> <li>• Field Maintenance</li> <li>• Training Equipment</li> <li>• Wind Screens</li> <li>• Team Shelters</li> <li>• Bleachers &amp; Benches</li> </ul> <p><b>BASKETBALL:</b></p> <ul style="list-style-type: none"> <li>• Outdoor Adjustable Height Systems</li> <li>• Outdoor Fixed Height System</li> <li>• Outdoor Gooseneck Systems</li> <li>• Outdoor Straight Pole Systems</li> <li>• Indoor Shooting Stations</li> <li>• Indoor Portable Systems</li> <li>• Indoor Ceiling Mounted</li> <li>• Indoor Goal Height Adjusters</li> <li>• Backboard Edge Padding</li> <li>• Ball Carts</li> </ul> |

- Backboards
- Goals & Rims
- Safety Padding
- Replacement Nets

FIELD HOCKEY:

- Field Hockey Goals
- Goal Wheel Kit
- Bottom Board Replacements
- Replacement Nets
- Custom Graphics

FUTSAL:

- Futsal Goals & Accessories

FOOTBALL:

- Max-1™ Football Goal Posts
- Steel Football Goal Posts
- Multi-Purpose Goal Posts
- Practice Goals
- Goal Post Padding
- Goal Post Accessories
- Field Accessories
- Training Equipment
- Storage Equipment

LACROSSE:

- Lacrosse Goals
- Replacement Nets
- Accessories

PICKLEBALL:

- Portable Pickleball System
- Outdoor Pickleball Poles
- Indoor Pickleball Poles
- Replacement Nets
- Other Items

RUGBY:

- Rugby Goals
- Goal Post Padding
- Ground Sleeves

SOCCER:

- Soccer Goals
- Replacement Nets
- Corner Flags
- Ball Carts
- Team Shelters
- Goal Anchors
- Goal Accessories
- Field Accessories
- Training Equipment

TENNIS:

- Tennis Posts
- Replacement Nets
- Ground Sleeves
- Court Side Benches

TRACK AND FIELD

- Discus Cages
- Shot Put Circles
- Hurdles
- High Jump Pits
- High Jump
- Pole Vault
- Long Jump

VOLLEYBALL:

- Indoor 3-1/2 Inch Floor Sleeve Court Systems
- Indoor 3 Inch Floor Sleeve Court Systems
- Indoor 51mm (Canadian) Floor Sleeve Court Systems
- Multi-court Adapters
- Beach Volleyball
- Outdoor Volleyball
- Ceiling Suspended Volleyball Systems

|  |  |   |
|--|--|---|
|  |  | <ul style="list-style-type: none"> <li>• Referee Stands</li> <li>• Replacement Nets</li> <li>• Antennas &amp; Boundary Tape</li> <li>• Safety Padding</li> <li>• Ball Carts &amp; Racks</li> <li>• Floor/Ground Sleeves</li> <li>• Training Equipment</li> </ul> <p>PE EQUIPMENT</p> <ul style="list-style-type: none"> <li>• PE Equipment Standards</li> <li>• Wall Mounted Apparatus</li> <li>• Ball Carts</li> <li>• GymGlide™ Game Standards</li> <li>• Game Standards</li> <li>• Tetherball</li> <li>• Little Champ™</li> <li>• Floor Hockey</li> <li>• Indoor Archery</li> <li>• Climbing Ropes</li> <li>• Ball &amp; Equipment Carrier</li> <li>• Carry Bags</li> <li>• Carts &amp; Ball Racks</li> <li>• StackMaster™ Football Equipment Racks</li> <li>• ToteMaster™ Portable, Locked Storage</li> </ul> <p>BLEACHERS AND BENCHES:</p> <ul style="list-style-type: none"> <li>• Aluminum Bleachers</li> <li>• Player Benches</li> <li>• Back-to-back Bleachers</li> <li>• Scorer's Tables</li> <li>• Accessories</li> <li>• Indoor Seating</li> <li>• Tip &amp; Roll Bleachers</li> <li>• Player Benches</li> <li>• Wall Mounted Player Bench</li> </ul> <p>WALL PADS:</p> <ul style="list-style-type: none"> <li>• Outdoor Applications</li> <li>• Indoor Applications</li> </ul> |
|--|--|---|

**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<br><input type="radio"/> No | Wall Mounted Apparatus<br>Ball Carts<br>GymGlide™ Game Standards<br>Game Standards<br>Tetherball<br>Little Champ™<br>Floor Hockey<br>Indoor Archery<br>Climbing Ropes<br>Ball & Equipment Carrier<br>Carry Bags<br>Carts & Ball Racks<br>StackMaster™ Football Equipment Racks<br>ToteMaster™ Portable, Locked Storage |
| 73        | Adaptive athletic and physical education equipment | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | N/A  |
| 74        | Individual and team sports equipment and supplies  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Badminton, Baseball, Basketball, Field Hockey, Futsal, Football, Lacrosse, Pickleball, Rugby, Soccer, Tennis, Track & Field, Volleyball, PE Equipment, Indoor and Outdoor Bleachers and Benches  |
| 75        | Coaching equipment and supplies                    | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Hydration carts, storage carts, training equipment   |
| 76        | Indoor and outdoor facilities related              | <input checked="" type="radio"/> Yes                             | INDOOR:  |

athletic equipment

No

**BASKETBALL:**

- Ceiling Mounted Basketball Systems
  - Wall Mounted Basketball Systems,
  - Control Systems, cables, winches
  - Boards, Rims, Edge Padding
- Indoor Portable Hoop Systems
- training items

**DIVIDER CURTAINS/RETRACTABLE/WRESTLING MAT STORAGE:**

- Retractable Curtain dividers
- Wrestling Mat hoist storage systems

**SAFETY PADDING:**

- Wall padding, stage padding, post padding

**VOLLEYBALL:**

- Volleyball Systems and portable systems, Storage, floor sleeves, uprights, nets, antennae

**BLEACHERS AND BENCHES:**

- Indoor Tip and Roll Bleachers, Benches
- PE climbing apparatus, ropes, ladders
- Safety Netting

**SOCCER:**

- Soccer Goals, Netting, transport carts

**FOOTBALL:**

- Ceiling suspended goal posts, netting
- Physical Education:
- Storage carts, game standards, climbing ropes, ladders

**OUTDOOR:**

**BASEBALL:**

- Custom Baseball Tensioned Backstops, Foul Poles, Dugouts, benches, bases, protective screens, batting cages, portable batting cages, fence products, mound/base covers, pitching mounds, helmet/Bat racks, wall or fence padding, windscreen, barrier net systems

**BASKETBALL:**

- Outdoor Goosenecks, straight pole systems, adjustable height systems, backboards, rims, netting,

**FIELD HOCKEY:**

- Field Hockey:
- Goals, nets

**FUTSAL:**

- (Soccer) Goals, nets

**FOOTBALL:**

- Football Goal Posts, Junction Boxes, Padding, training equipment, field accessories, barrier netting

**LACROSSE:**

- Lacrosse Goals, Netting, Barrier Netting, carts, training items, barrier netting

**PICKLEBALL:**

- Pickleball Portable Systems, posts, nets, accessories, barrier netting

**RUGBY:**

- Rugby Goals, post padding

**SOCCER:**

- Soccer Goals all sizes, nets, ball carts, team shelters, accessories, training equipment, barrier netting

**TENNIS:**

- Tennis Posts, Nets, sleeves, benches, court equipment, windscreen



|    |   |  |  |   |
|----|---|--|--|---|
|    |   |  | <p>TRACK &amp; FIELD:<br/>                     - Discus Cages, Shot Put forms, hurdles, High jump and Pole Vault protective landing systems, long jump take off boards</p> <p>VOLLEYBALL:<br/>                     - Indoor volleyball Systems, poles, nets, antennae, ref stands, padding, floor sleeves/anchors, storage carts, training items, outdoor volleyball systems, padding, ref stands, court accessories</p> <p>BLEACHERS:<br/>                     - Outdoor options from 2 Row up to 10 row to fit a variety of requirements up to 27' lengths, Aluminum and steel</p> <p>PLAYER BENCHES:<br/>                     - -Outdoor options up to 27' with back or without. Variety of mounting options, portable, surface mount and inground, Powder Coating is an option</p> |   |
| 77 | Curriculum, assessment, and training tools  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Jaypro Sports offers a full list of specification sheets, installation manuals and sell sheets to assist the dealer/customer with assessment and training of our product line. In addition, we have a full athletic equipment catalog and website to assist.   | * |
| 78 | Related technology enhanced equipment   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | N/A  | * |
| 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 type="radio"/> Yes<br><input checked="" type="radio"/> No | N/A  | * |
| 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<br><input type="radio"/> No | Jaypro has an extensive dealer and installation network to aid in the purchase and installation of all indoor and outdoor applications.  | * |

**Exceptions to Terms, Conditions, or Specifications Form**

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

**Documents**

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

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

- [Pricing](#) - JPL.0009-Jaypro-Pricebook-Sourcewell.pdf - Monday May 06, 2024 10:17:26
- [Financial Strength and Stability](#) - Sourcewell bid financial package.pdf - Friday May 03, 2024 07:41:39
- [Marketing Plan/Samples](#) - Sourcewell and Jaypro - Marketing Strategy.pptx - Monday May 06, 2024 09:59:16
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - JM00232.2-Jaypro - Terms and Conditions.pdf - Monday May 06, 2024 14:07:47
- [Standard Transaction Document Samples](#) - Sourcewell- Copy of Order Verification and Invoice docs.pdf - Monday May 06, 2024 13:53:40
- [Requested Exceptions](#) - RFP\_050924\_Athletic\_Eqpt\_Contract\_Template- Exception Page 12.docx - Tuesday May 07, 2024 10:48:07
- [Upload Additional Document](#) - 2022-Jaypro-Sports-All Sport\_catalog.pdf - Monday May 06, 2024 13:16:00

## 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. - Keen Tart, VP Sales & Marketing, Jaypro Sports LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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 |
|--|--|-------|
| <b>Addendum_2_Athletic_and_Physical_Education_Equipment_RFP_050924</b><br>Tue April 30 2024 08:35 AM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Athletic_and_Physical_Education_Equipment_RFP_050924</b><br>Mon April 29 2024 12:05 PM | <input checked="" type="checkbox"/>                                | 1     |