



Solicitation Number: RFP #050924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and School Health Corporation, 5600 Apollo Drive, Rolling Meadows, IL 60008 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires July 15, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

School Health Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/10/2024 | 7:59 PM CDT

DocuSigned by:
Andrew Wlezen
02A9F7D6635F41B...
By: _____
Andrew Wlezen
Title: Contract Sales Supervisor
Date: 7/10/2024 | 3:06 PM PDT

RFP 050924 - Athletic and Physical Education Equipment with Related Supplies

Vendor Details

Company Name: School Health Corporation
Does your company conduct business under any other name? If yes, please state: Illinois
Address: 5600 Apollo Drive
Rolling Meadows, IL 60008
Contact: Andrew Wlezen
Email: bids@schoolhealth.com
Phone: 866-323-5465
Fax: 800-235-1305
HST#: 36-2425385

Submission Details

Created On: Wednesday March 27, 2024 10:49:56
Submitted On: Thursday May 09, 2024 13:24:49
Submitted By: Andrew Wlezen
Email: bids@schoolhealth.com
Transaction #: 4c354da3-5f5a-4a47-877a-36ccddfef44e
Submitter's IP Address: 35.150.200.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	School Health Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	The following are divisions/brands of School Health Corporation: Palos Sports, Division of School Health Focused Fitness, Division of School Health Econoline, Division of School Health
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Focused Fitness
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1E060 Duns NumberL: 02-490-6331
5	Proposer Physical Address:	5600 Apollo Drive Rolling Meadows IL 60008
6	Proposer website address (or addresses):	www.schoolhealth.com www.focusedfitness.org
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):	Andrew Wlezen - Contract Sales Supervisor 5600 Apollo Drive, Rolling Meadows IL 60008 awlezen@schoolhealth.com 630-339-7902
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jennifer Lovell - National Contracts Manager 5600 Apollo Drive, Rolling Meadows IL 60008 jlovell@schoolhealth.com 630-339-7993
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Spencer - National Contracts Administrator 5600 Apollo Drive, Rolling Meadows IL 60008 sspencer@schoolhealth.com 630-339-7950

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>School Health has been in the medical, health, athletics, and wellness solutions industry since 1957. Scott Cormack, Susan Rogers, and Rob Rogers are third-generation owners, whose vision is to deliver an unparalleled customer experience to support the health and safety of students, staff, and the community so everyone can learn and perform to the best of their abilities. (See: Doc 1, Building a Healthier Future Brochure.pdf under Additional Documents)</p> <p>Who is School Health, please watch this video: School Health Corporation – Employee Video (See: Doc 2, Video of School Health Corporation Employees.docx under Additional Documents)</p> <p>We provide 39,000 products and services in first aid, health, medical/surgical care; assistive technology, physical/occupational therapy, rehabilitation, athletic training, physical education, sports medicine, school/early childhood nursing and screening tools, nursing, screening, diagnostic, infection control, and emergency responder and public safety solutions from over 1,300 manufacturers, many of whom are MWSB businesses. We work with some of the leading manufacturers in the athletic</p>

industry including Wilson, Spalding, JayPro, Mikasa and Tachikara to provide both innovative and high-quality products to our customers.

We go beyond merely supplying products by also providing product support, training, advisory services, and exceptional customer care.

OUR CORE VALUES:

Dedicated: We are committed, loyal, and accountable to our customers, our company, and to each other.

Spirited: We are passionate and energetic in our roles so that we meet our customers' needs in an enthusiastic and helpful manner.

Knowledgeable: We are driven to build our broad knowledge base and seek to learn continually so we can share our expertise.

Resourceful: We develop solutions through collaboration and by applying our experience in unexpected and creative ways.

Compassionate: We are supportive and empathetic to customers' needs and demonstrate our understanding through our actions.

Innovative: We look ahead and anticipate future customer and business requirements to inspire new ideas.

OUR BRAND PROMISE TO YOU:

Customer Experience: We work to make sure every interaction you have with us supports your needs and builds a strong relationship.

Support the Health of Your Students: We are dedicated to serving you to help you meet your goals of keeping students healthy.

Perform to the Best of their Abilities: In all school settings from the classroom, to sports, to activities, we want students to do their personal best.

Please watch this video from our executive team, employees, and customers, School Health Corporation – Health Professionals Video - YouTube. (See: Doc 3, Video of School Health Employees and Customers.docx under additional documents)

Our Value Proposition Differentiates Our Brand:

Superior Selection - We provide the best product selection to meet your diverse needs because our experience and knowledge allow us to source the right variety of innovative, high-quality products.

Personalized Service - We make you feel valued and allow you to do your job more easily, with excellent service that responds to your needs.

Insightful Content - We help enhance your expertise with the information, advice and training we provide to show our dedication to health professionals.

Cost-Effective Solutions - We help you reduce total costs because we focus on the initial cost of purchase and the ongoing costs of managing and using health supplies.

Easy Interactions - We provide simple processes to save you time and effort by continuously improving to ensure we are easy to do business with.

School Health's Market Segment History:

1957 – School Health Corporation was founded by the grandfather of current owners and siblings Susan Rogers (and husband Rob Rogers), and Scott Cormack. School Health provided school nurse products and shortly after added sports medicine supplies.

2012 - School Health Corporation acquires Enablemart to expand product offerings into schools. This heavily increased our product offerings in the special education and early childhood segments. (See Doc 4, Enablemart Acquisition 011212.docx under Additional Documents)

2017 - School Health Corporation Completes Palos Sports Acquisition. Palos was the leading supplier in the U.S. of physical education supplies to school districts, park districts, and Special Olympics. This acquisition allowed School Health to further its breadth of medical supply solutions. (See: Doc 4a, Palos Sports

		Acquisition 110917.docx under Additional Documents) 2021 - School Health Corporation announced the acquisition of Focused Fitness, a creator of health and physical education curricula for grades K-12. (See: Doc 4b, Focused Fitness Acquisition 093021.docx under Additional Documents)	
11	What are your company's expectations in the event of an award?	Our expectations are to continue our growth nationally using the new award for Athletics and Physical Education Equipment with Related Supplies. We will continue to grow our eCommerce customers using the Sourcewell contract. We have the following number of accounts set up for online purchasing through School Health's Sourcewell Contract. Email Domain Triggers: 827 accounts with every contact in the district set up for Sourcewell Pricing Landing Pages: 37 accounts with School District/Sourcewell Landing page pricing. Punchouts: 73 accounts set up with their own Punchout using Sourcewell pricing. State Contracts using Sourcewell: Delaware and Georgia We have steadily increased our sales year after year with our Sourcewell contract. Our goal is to increase sales by another 25% in 2024. We have an extensive selection of products and customers that order medical, health, safety, physical education, assistive technology, special education, surgical, first aid-related equipment, curriculum, accessories, and services from School Health. We will continue to lead with Sourcewell and encourage nonmembers to sign up to leverage the innovative solutions and robust product offering through our contract, https://www.schoolhealth.com/sourcewellcoop . Over the last several years we have pushed many large opportunities to Sourcewell to allow our customers to forego the bidding process. Sourcewell has always been the contract we lead with, and we will continue this approach. We appreciate the reputation that Sourcewell has built with its members and vendor partners.	*
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.	Financials are attached under Financial Strength and Stability	*
13	What is your US market share for the solutions that you are proposing?	Expenditures on medical supplies in the U.S. education market are not tracked by any national research firm. We have compiled and analyzed multiple data points from our internal records, supplier partners, industry trade associations, and government statistics to estimate our market share in our main segments. School Health Corporation has been selling in this market for over 65 years and we offer solutions for a full spectrum of care across five market segments. We are the largest distributor in this space by more than 2X any competitor. While we have competitors in each market segment, there are no competitors that have product offerings in all five. These are our estimates in the PreK-12 education market: Health Services 18% Early Childhood 12% Sports Medicine 10% Special Education 4% Physical Education 15% With the acquisition of Focused Fitness and Palos Sports, we expect our Physical Education market share to continue to increase.	*
14	What is your Canadian market share for the solutions that you are proposing?	School Health has a national presence and is a full-service provider to customers across the country. We sell to some Canadian entities. Shipping is based upon each order, at times fulfilled through Canadian sources and other times shipped from our U.S. warehouse.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	School Health has never petitioned for bankruptcy.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>School Health is a company-owned distributor of 39,000 items from 1300 manufacturers and vendor partners in medical, health, safety, sports medicine, physical education, assistive technology, special education, surgical, first aid related equipment supplies, and accessories. We also are a service provider for products awarded under contract and we present a full solution for customers including onsite demonstrations, webinars, in-service training, AED (Automated External Defibrillator) site visits, assessments, calibrations, vision and hearing training, CEU educational seminars, and more.</p> <p>Although School Health Corporation is described as a distributor, our alignment with our strategic partners allows Sourcewell members to obtain a variety of products and support through our distributorship along with the focus and attention of key manufacturers.</p> <p>* See: Doc 5 – Authorized Distributor Letters</p> <p>See examples of “Authorized Distributor” letters from various vendors that are attached for the following Partners:</p> <p>Champion Escalade Sports Everrich JayPro Laerdal Litania Sports Group Mikasa Sports Nar Philips Pull-Buoy QC Network Rawlings Spalding Tachikara USA Wilson Zoll</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>School Health Corporation maintains a variety of licenses and certifications required to do business as a wholesale medical distributor in the United States. We are a registered and approved vendor in more than 108,156 active accounts across the country. We are current and in good standing in all states where we are required to file sales tax, unemployment tax, payroll tax, and other business registrations.</p> <p>Illinois Business Authorization - (See: Doc 6, IL Certificate of Registration.pdf)</p> <p>State of Illinois – Department of Financial and Professional Regulation (Wholesale Drug Distributor) - (See: Doc 6a, Additional Zip Illinois Wholesale Drug Distributor License.pdf)</p> <p>Domestic Chemical Diversion Control Registration Certificate - (See: Doc 6b, DEA certificate RM.pdf)</p>
18	<p>Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.</p>	<p>NA – There is no suspension or disbarment information to report</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Below is a list of some of the industry awards and recognition that School Health Corporation has received in the past five years:</p> <p>Illinois Association for Health, Physical Education, Recreation and Dance 40 Years of Support Award (2021)</p> <p>American School Health Association Presidential Citation (multiple years)</p> <p>California School Nurse Organization Partner in Education Award (2016-2020)</p> <p>California San Diego Partner in Education (2020)</p> <p>Cardiac Science (now Zoll) Top Distributor Partner-Top Distributor Partner (2007-2021)</p> <p>Maico Diagnostics Excellence in Sales Award-Top Sales Contribution (2010-2021)</p> <p>National Association of School Nurses Corporate Recognition Award for ongoing support of NASN and School Nursing</p> <p>NASN Endowment Fund Pinnacle Donor Level (\$50,000 or more)</p> <p>Official Medical Supplier for US Ski and Snowboard</p> <p>Prevent Blindness America Visionary Award</p> <p>Training and Conditioning MVP Award sponsor</p> <p>Welch Allyn 50 Years of Dedicated Partnership & Outstanding Service – (2017-2019)</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>2021 = 4%</p> <p>2022 = 4%</p> <p>2023 = 5%</p>
21	What percentage of your sales are to the education sector in the past three years	<p>2021 = 86%</p> <p>2022 = 88%</p> <p>2023 = 88%</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell 2023 = 31M, 2022 = 28M, 2021 = 21.2M</p> <p>Ed Data 2023 = 8M, 2022 = 7M, 2021 = 7M</p> <p>MHEC 2023 = 2.5M, 2022 = 2M, 2021 = 2M</p> <p>BuyBoard 2023 = 2.3M, 2022 = 2.1M, 2021 = 1M</p> <p>Costars 2023 = 1.5M, 2022 = 2.4M, 2021 = 2M</p> <p>Equalis 2023 = 212K, 2022 = 12K, 2021 = No contract</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We do not have any GSA contract or SOSA. We recommend our government customers leverage Sourcewell for their purchases.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Fairfax County Public Schools	Karen Cogan - Coordinator Warehouse Operations	703-658-3642
Chicago Public Schools	Morgan Simpkins - Senior Category Buyer	773-553-2760
Los Angeles Unified School District	Eliana Serrano - Procurement Services Division	562-654-9459
Norfolk Public Schools	Dennis Moore - Director of Student Services	757-617-9045
Treduffryn/Easttown School District	Fred Gordon - Purchasing Manager	610-240-1942

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 *	
Chicago Public Schools	Education	Illinois - IL	AEDs,Gatorade for High Schools, Medical Supplies	Avg \$275,000.00	8 M	*
Norfolk Public Schools	Education	Virginia - VA	Health Supplies for all Clinics Sports MEDicine for Athletic Programs AEDS	Avg \$75,000.00	6 M	*
Fairfax County Public Schools	Education	Virginia - VA	Health Supplies for all Clinics Sports Medicine for Athletic Programs AEDS/Vision and Hearing Screeners	Avg \$100,000.00	5 M	*
Chicago Park District	Government	Illinois - IL	Supplier of athletic and recreational equipment and supplies as well as AEDs and Accessories to over 600 individual parks within the Chicago Park District	Avg \$510,000.00	1.7 M	*
Dallas Independent SD	Education	Texas - TX	Physical Education Supplies, PPE products for School District Health Supplies for Clinics	Avg \$560,000.00	1.7 M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

<p>26</p>	<p>Sales force.</p>	<p>School Health's sales force consists of 41 sales specialists, territory managers, and inside sales representatives. We have added additional outside sales members annually to support our growth and have a full team of customer care and service technicians trained in upselling and answering sales questions. With our large sales presence throughout the country, and our call center in Rolling Meadows, IL, we will be able to reach thousands of customers nationally. Our team of territory managers works in the metropolitan areas, visiting early childhood programs, k-12, higher ed, government, and non-profit entities 3-5 days a week. We are face to face, helping our customers understand their needs to determine what products are best for them. We meet with the procurement teams to discuss our ability to help them buy a range of supplies through the Sourcwell contract and using our eCommerce platforms. Our inside sales team works in areas that are rural and less populated. They complete virtual calls daily and team up with our territory managers and sales specialists to complete any necessary in-person visits, training, demonstrations, and deployment of larger equipment. They are trained to understand how to use the Sourcwell Contract and work with their team of customer care, bid specialists, and territory managers, to get everything the customer needs for their medical supply solutions. We also exhibit at 225 conferences and industry trade shows annually. Our sales team will focus on the sale of our 39,000 products, all of which will be available if awarded through our Sourcwell, Athletics and Physical Education Equipment and related supplies contract.</p> <p>Our Sales Specialists are a part of our go-to-market strategy at School Health. They are a dedicated team of experts from multiple disciplines who support our dedication to the health and wellness of students so they can learn and perform to the best of their abilities. Our specialists cover the following areas:</p> <p>Manager of Specialists – Dr. Ray Heipp Emergency Health Records, Vision and Hearing - Maryellen O'Keefe-Smith Vision Director and Eye Health Initiatives – Dr. Kay Nottingham-Chaplin Sports Medicine and Athletic Training – Greg Evans, Mike Klein Special Education and Assistive Technology – Jodi Szuter, Dr. Ray Heipp Physical Education and Team Sports – Tom Strenger Ecommerce Platforms and Online Purchasing – Lynn Guza Emergency Medical Services Education – Kyle Hill</p> <p>The specialists travel with our sales team and perform seminars, workshops, and site visits. They have ongoing webinars in their product category to help customers learn about products in their market segment.</p> <p>Below are the number of sales representatives throughout the United States and their location.</p> <ul style="list-style-type: none"> 8 - Rolling Meadows, IL 1 - Scottsdale, AZ 1 - San Diego, CA 1 - Oakland, CA 1 - Houston, TX 1 - Dallas, TX 2 - Denver, CO 1 - Chicago, IL 1 - Minneapolis, MN 2 - Boston, MA 1 - Marlboro, CT 1 - Springfield, PA 2 - Richmond, VA 1 - Indianapolis, IN 1 - Columbus, OH 1 - Atlanta, GA 1 - Orlando, FL 1 - Tampa Bay, FL 1 - Washington, DC
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<p>27</p>	<p>Dealer network or other distribution methods.</p>	<p>We offer products from 1300 manufacturers that provide over 39,000 SKUs in 120 product categories. Below is a list of our largest strategic partners in the Athletic arena. These vendors are an extension of our sales and service to Sourcewell members. We train our strategic partners how to use our Sourcewell contract for purchases to forego the bidding process. Many times, our vendor partners choose to use Sourcewell because their customers can buy their product, stay compliant and not go out to bid.</p> <p>Some of our Strategic Partners:</p> <p>Champion Sports JayPro Escalade Pull-Buoy Rawlings QC Networks, Inc. Hadar Manufacturing Inc.</p> <p>Access to experts that assist in equipment selection, program implementation, and equipment training. Training to use and deploy their equipment properly at no charge. Support, maintenance, and warranty services ensure your equipment works down the road as well as it did on the day it was purchased.</p> <p>If you would like to speak to a trained expert before making your purchase, members/agencies can click on one of the links below to request a FREE consultation or just contact the representative in your area for additional support. https://www.schoolhealth.com/consultation</p> <p>AEDs (Automated External Defibrillator) expert consultation: https://www.schoolhealth.com/aed-consultation-request</p> <p>SH Connect AED program management consultation: https://www.schoolhealth.com/shconnect</p> <p>Evacuation Chair Consultation: https://www.schoolhealth.com/request-a-free-evacuationchair-consultation</p> <p>School Safety Center Consultation: https://www.schoolhealth.com/school-safety-centerconsultation</p> <p>Other Services we offer are:</p> <p>SH Connect program management and on-site visits for AEDs, CPR, and other lifesaving devices.</p> <p>Demonstrations of all products to help customers choose which product is best for their needs.</p>
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<p>28</p>	<p>Service force.</p>	<p>School Health goes beyond just selling adhesive bandages and ice packs, we deploy life-changing and life-saving equipment into facilities every day. In addition, by offering the widest selection of products, we provide our customers with the three critical components to complex purchases:</p> <p>Access to experts that assist in equipment selection, program implementation, and equipment training.</p> <p>Training to use and deploy their equipment properly at no charge.</p> <p>Support, maintenance, and warranty services ensure your equipment works down the road as well as it did on the day it was purchased.</p> <p>If you would like to speak to a trained expert before making your purchase, members/agencies can click on one of the links below to request a FREE consultation or just contact the representative in your area for additional support.</p> <p>https://www.schoolhealth.com/consultation</p> <p>AEDs (Automated External Defibrillator) expert consultation: https://www.schoolhealth.com/aed-consultation-request</p> <p>SH Connect AED program management consultation: https://www.schoolhealth.com/shconnect</p> <p>Emergency Preparedness consultation: https://www.schoolhealth.com/request-a-freeemergency-preparedness-consultation</p> <p>Evacuation Chair Consultation: https://www.schoolhealth.com/request-a-free-evacuationchair-consultation</p> <p>School Safety Center Consultation: https://www.schoolhealth.com/school-safety-centerconsultation</p> <p>SNAP Health Center Consultation - https://www.schoolhealth.com/snap-subscription-cloudservice</p> <p>Other Services we offer are:</p> <p>SH Connect program management and on-site visits for AEDs, CPR, and other lifesaving devices.</p> <p>Demonstrations of all AED, CPR manikins, and Emergency Response equipment to help customers choose which product is best for their needs.</p> <p>On-Site visits to make sure deployment goes well and to the customer fully understands how to utilize the equipment purchased.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>School Health's order processing team is comprised of 12 order processing staff who are responsible for the entry of all orders. The team is at the corporate headquarters in Rolling Meadows, IL. On average they process 9,000+ orders a month which include orders coming through the web, mail, email, fax, and will calls. Web processing includes web, punch out, and marketplace orders. In some cases, the team must interface with customer systems to process their orders.</p> <p>Order Processing strives to keep orders current within 24 hours and processes orders first in first out. They have a constant flow of orders with accuracy rates of 95% or higher. This shows the team's commitment to ensuring all customer orders are processed quickly and accurately. We strive to foster a positive experience for every customer. Achieving a quick turnaround is important to our team.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We pride ourselves on providing quality and personalized service from our customer care representatives. We have a team of 23 customer service representatives that are available to assist customers with placing orders, answering questions about products and services, assisting with questions regarding our company website, helping with warranty information, and providing quotes, and delivery information. Customers can connect with a customer service team member via email, webchat, or phone through our toll-free number 866-323-5465. Our toll-free number rolls from person to person so you will always get a live representative when you call during our hours of operation. To chat online, customers can go to our website: http://www.schoolhealth.com. Customers can email customerservice@schoolhealth.com and receive personalized service within 24 hours. Our customer service team is available between 7 am and 5 pm CST, Monday through Friday.</p> <p>Our service level standards are to respond to all emails within 24 hours. We expect a minimum of 80% of all calls answered within 20 seconds.</p> <p>We utilize a call recording system that records 100% of our inbound calls for coaching, development, and accountability. Our customer service reps are scored monthly based on their demonstration of the following six behaviors:</p> <ul style="list-style-type: none"> Willingness to help Empathy and engagement Tone and manner Resolving the reason for each call Highlighting related products Professional open and close Quality Assurance Program <p>School Health's quality assurance program was introduced in 2020 with the "Earn the Right" approach focusing on earning the trust of every employee. School Health chooses to invest in our employees and the customer experience relationship. We understand that our customers are the heart of School Health's existence, greeting each customer with a smiling tone, and a genuine willingness to help while focusing on being the best customer advocate. This is the backbone of our Quality Assurance Program.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We currently sell into all 50 states and are the #1 provider of medical supply solutions to the education market in the US. School Health is a national, full-service provider of health and wellness. We currently sell to 108,156 active customers and are eager and willing to build our customer base and continue to grow our accounts outside of the education market using Sourcewell.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	School Health has a national presence and is a full-service provider to customers across the country. We sell to Canadian entities and have had several conversations and opportunities through Dave Dextraze from Canoe. Shipping is based upon each order, at times fulfilled through Canadian sources and other times shipped from our U.S. warehouse.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will serve all areas of the United States. We are excited about the relationship Sourcewell and Canoe have built. We will not restrict locations or market segments. For Canada, the national accounts and contracts team will be handling any sales opportunities and are responsible for growing business. At this time, we cannot trigger Canadian pricing online, but this is something we are addressing and hope to do as we continue to build out our business online using Sourcewell.	*
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?	We lead with our current Sourcewell contract nationwide in all sectors. We will continue to do this if we are awarded the Athletic and Physical Education Equipment with Related Supplies Contract. We have other contracts that are available, but we find that Sourcewell works best for School Health representatives in all regions and segments. We have a large presence online for many accounts already using punchout, landing pages, and email domains to receive Sourcewell pricing. We are also set up for Sourcewell's customers to utilize the Sourcewell Punch Out.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Alaska, Hawaii, and US territories will pay shipping fees and incur longer shipping times. Small parcel shipment costs to Hawaii and Alaska are 18% of the merchandise total. Call customer service for a quote at 866-323-5465.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	<p>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>	<p>At School Health, we use an integrated marketing strategy for promoting this contract opportunity that extends across various forms of communication. We have a robust library of informative marketing materials and media that are meant to not only educate our sales representatives about Sourcewell and its benefits but to also educate our customers about the opportunities available with this contract.</p> <p>These vehicles will be available for Sourcewell communications. We will work together to determine the best choices from these options:</p> <p>Printed Materials – School Health publishes 11 catalogs for the markets we serve, which would be a highly relevant and frequently used option by professionals within those industries. Most of our catalogs include sections that offer Athletic and physical education products. We also create product and promotional flyers and other materials to promote customer benefits and already have a wide assortment of collateral specific to Athletics. Online Catalogs: https://www.schoolhealth.com/virtual-catalogs</p> <ul style="list-style-type: none"> · Industry Publications – School Health promotes programs and products in NATA and JOSN publications. In the past, we have run ads promoting our Athletic/Physical Education products. · Order fulfillment inserts – School Health ships over 100,000 orders annually to customers and each shipment can carry promotional materials. We will consider which shipments are best targeted for our purposes and determine whether to use this vehicle. · Website – www.schoolhealth.com is a primary channel for professionals to shop, purchase and interact with the company. The promotional banners, product and service information, and content areas are good options to consider. The Sourcewell National Contract is listed here for all School Health customers to view. · We have an existing dedicated landing page, specifically branded to Sourcewell. Our current landing page outlines the benefits of membership, including the ease of ordering, wide product selection and services, and a hot list of items with deep discounts. Members would click on a link on the landing page, create an account or log in, and from then on, the contract pricing is associated with their account and will automatically appear as they shop. · We will leverage our equipment/product print ads, catalogs, and other materials to include our Sourcewell contract number on our printed materials, as necessary. · We will produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and other approved marketing publications. · The awarded contract will be highlighted on the SchoolHealth.com website with a link to the Sourcewell information page. · Conferences and Trade Shows – School Health attends over 225 shows annually to share product news and valuable information with customers. The company exhibits at all major industry conferences and most state-level conferences. These venues can be a strong option for presenting Sourcewell to a targeted audience. · We will promote our awarded contract and relationship with Sourcewell and Sourcewell membership benefits at our booth and within our trade show marketing campaigns (on-site signage, callouts in any planned trade show marketing for the show). · Digital Campaigns – School Health sends frequent emails to target customers at least weekly. Athletics and Physical Education is important to all our customers and therefore, any promotions on this topic will be delivered to our entire audience. We would be glad to share all our workshops/continuing education and product messages with all Sourcewell members to help them learn and choose products that serve them and their best interests. · Social Media and Blogs – School Health has a blog and a social media presence on Facebook, LinkedIn, YouTube, Twitter, and Instagram, reaching customers and employees through 15 social media profiles. We are also reaching a wider target audience through paid social media advertising. https://www.schoolhealth.com/social-media · Using a variety of media platforms allows School Health to reach out to customers through multiple avenues and keep the conversation about our business, products, and education resources top of mind. · Member Promotions: School Health implements several promotions throughout the year to

		<p>drive engagement and goodwill with our customers. We will utilize the Sourcewell membership list to offer member customers' existing or exclusive promotions. We are committed to incorporating our Sourcewell contract at all levels within our company and execute the strategies with the support and guidance of our Contract Manager.</p> <ul style="list-style-type: none"> · Internal Communication: All promotions and marketing materials will be communicated to our sales team so they can promote the contract's value, remain committed to the contract, and demonstrate our ability to provide, deliver and service our products to all Sourcewell members. We are committed to developing a sales/communication process to facilitate Sourcewell membership and establish the status of current and potential agencies/members. · Leverage our Existing Relationships: We support many organizations that promote health and well-being. We can leverage our strong relationships with the following to build exciting programs that will deliver recognition, goodwill, and success: <ul style="list-style-type: none"> · Northeastern University's School Health Academy (NEUSHA): We support NEUSHA. The CEU program, which includes a popular Summer Academy, helps meet the requirement for training, consultation, and services. A variety of topics are offered, such as Medical Care, First Aid Care, Surgical Care, Special Education Services, Specimen Identification, Patient Identification, Athletic Training Services, Physical & Occupational Therapy, School Nurse Services, Sports Medicine, Patient Examinations, Health & Development, Assistive, Emergency Response, Vision and Hearing Screening, Public Safety Medical Care, Medical Records, Infection and Biohazard Control, CPR & AED, Rehabilitation Services, etc. We can consider special pricing and other opportunities for Sourcewell members. · National Association of School Nurses (NASN): Trade Shows and publications · National Athletic Trainers' Association (NATA): Trade Shows and publications · Healthy Schools Campaign · Walk Now for Autism Speaks · National Head Start Association (NHSA) · Lions Kid Sight USA Foundation · Get In Touch Foundation · American Heart Association · Prevent Blindness · Special Olympics · School Health also offers services that allow our athletic customers to speak to a trained expert before making their purchase, and members/agencies can request a FREE consultation or contact the representative in their area for additional support. To view the list of consultations we offer, visit: https://www.schoolhealth.com/consultation. <p>When it comes to marketing Sourcewell compared to our other contracts, we are constantly making improvements to the Sourcewell online presence on the School Health website.</p> <p>See additional Marketing Plan Zip Attachments: Doc 7, CIESC and Sourcewell.pdf Doc 8, Sourcewell Contract.pdf Doc 9, Sourcewell Ecommerce Solutions.pdf Doc 10, Sourcewell Leasing.pdf</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We utilize emails to share product information, education opportunities, and other important information with our audience. We can target our emails to specific audiences: athletic trainers, coaches, and physical education coaches.</p> <p>School Health has 15 different social media platforms across Twitter, Facebook, Instagram, LinkedIn, and YouTube. We use these platforms to target different segments of our audience, including athletic trainers, coaches, Physical Education experts and more. On our social media, we aim to provide our customers with value-added content including links to industry news, School Health blogs and newsletters, and School Health educational webinars and other resources. We also use social media as another way to reach our customers to inform them about new and relevant products in their field. Athletics is important to all our segments and therefore, any promotions related to this topic are delivered to our entire audience.</p> <p>We are planning several educational webinars for our customers covering timely topics related to school health. In the past, topics included: mental health in the community, emergency preparedness, bleeding control, safety and security in the classroom, vision and hearing screening, P.E. games, learning how to use e-procurement systems, hydration options in athletics, and more. With all the above promotional options, we monitor engagement metrics and use the data to further improve our outreach success.</p>

<p>38</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Although the School Health Corporation's sales force will be the primary driver of the contract, we understand the importance of the role that Sourcewell plays in marketing the partnership and our products and services. Sourcewell serves all current and potential members nationwide and as a government agency has built great trust with its members. School Health can market and service this contract nationwide. To achieve the best success, we will work in cooperation with Sourcewell to develop an ongoing marketing strategy and find ways to leverage the Sourcewell relationships with end users and other contract holders to achieve the greatest success. Our Sourcewell supplier partners have always been a great resource for our customers and help School Health add credibility.</p> <p>In April 2021, we expanded the national contracts team to grow and develop national contracts. This team works with our Sourcewell Supplier Administrator and Specialist to bring in additional growth through leads, sales training, and help with procurement questions to secure large opportunities. Sourcewell's supplier relationships have always been a great asset for School Health when technical or compliance questions arise. Sourcewell has been integrated into our sales process as follows:</p> <p>School Health is committed to training our sales team, sales managers, and dealer partners for success and maximum impact with our Sourcewell contract through monthly training and bi-weekly calls.</p> <p>Each new representative is required to attend Sourcewell University and listen to prerecorded Sourcewell accelerated training to learn how to present in their territory.</p> <p>The national contracts team is responsible for onboarding each sales representative by going over their eCommerce platforms using Sourcewell. We train in compliance, use of Sourcewell and where to find all the marketing resources that are branded Sourcewell.</p> <p>Bi-weekly the national team holds a one-hour training course on reaching procurement, contracts and understanding compliance and eCommerce platforms.</p> <p>The national team oversees contracts and eCommerce platforms, and guides reps on how to engage within their territories to grow their business through punchouts, landing pages, and email domain triggers using Sourcewell.</p> <p>Our Strategic Partners are offered training from our national team to help their organizations win opportunities by using the Sourcewell contract. We had our strategic partner, SNAP, on a one-hour training call on how to use School Health's Sourcewell Contract to win business! SNAP is the manufacturer of Electronic Medical Records, and they often go out to bid. Now, they have the tool to use Sourcewell through School Health to win more business.</p> <p>Some other areas that we integrate Sourcewell into our process are:</p> <p>School Health participates in the national trade shows with procurement and government agencies and local "get to know you" events.</p> <p>We include questions within our Precise Selling Method sales training plan that coach our sales team to ask great, open-ended questions and explain how to address customers when talking about our Sourcewell contract.</p> <p>We will include monthly Salesforce "Chatter" tips to our entire organization to keep Sourcewell fresh in their sales routines. We are continuously improving our Sourcewell online presence on the School Health website, including increasing our Sourcewell eCommerce platforms for individual districts, adding new landing pages, and activating email domains for accounts to automatically receive Sourcewell pricing on our website.</p> <p>We will work closely with our Sourcewell contacts to ensure we are providing Sourcewell members with relevant products and services, exclusive offers, and a simplified purchasing process.</p> <p>Our Executive Team, Director of Sales, National Contract Team, Director of Marketing, Customer Care Representatives, and Sales Team are committed to Sourcewell, and we look forward to growing our contract together.</p>
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39	Are your products or services available through an e-procurement ordering process? If so, please describe your online ordering process, purchase approvals/tracking, payment options, reporting and monitoring (For example, can a participating entity track spending by staff members, can a participating entity put limits on purchases, can they be invoiced, etc.)	<p>The products at School Health are available through an e-procurement ordering process. This system is in place to help members save time and money. It also provides ease of use to customers in terms of the way they order, as well as providing customization for each customer and regulating those purchases throughout the ordering process. As customers put things in their "cart" they can create and keep track of their requisition form. By using the Punch-Out system, districts can directly connect with our catalog of products while staying within their own procurement system. We have designed a landing page for customers that are interested in using the Sourcwell contract. We can load a member/customer email domain to trigger the Sourcwell contract pricing online within 24 hours. Any member that wants to use Sourcwell can register and shop online using the Sourcwell contract. Landing page: https://schoolhealth.com/sourcwellcoop.</p> <p>Customers can also be set up in our system to default to Sourcwell pricing. This allows customer care and the bid department to automatically give the customer Sourcwell pricing for every quote that is requested for that account. That way, if procurement asks for Sourcwell to be utilized for the entire organization, it is automatically set up for all orders.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>School Health's mission is to offer supplies that are innovative and exceptionally well made, which are supported with competitive pricing, education on how to best use these products and reliable services.</p> <p>School Health provides support/training for all medical equipment sold. School Health's highly trained sales staff will arrange product in-services virtually and on-site. Our sales specialists provide on-site training and virtual workshops quarterly in their specialty. We also have several optional training and services.</p> <p>Programs that are standard and free to Sourcwell customers:</p> <ul style="list-style-type: none"> -Vision and hearing screening training, consultations, and demonstrations. -WA Partners in Care 5-year warranty program which includes parts, loaner program, and drop protection. FREE (usually \$1425) from School Health with the purchase of the spot vision screener. This is due to our strategic partnership with Hill-Rom. We are the sole provider in the education market due to our expertise and ability to train our customers. -AED site assessments for placement, demonstrations on all brands available on the market, equipment training, and deployment training/advice. -Evacuation Chair training for easy deployment -AED program management services and on-site visits, Zoll Rescue Ready Services.
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>Our goal at School Health is to assure customer satisfaction by providing the most relevant, evidence-based products on the market. With a diversified customer base comes a need for diverse products including, but not limited to adapted PE, rehabilitation equipment, hydration and nutrition, vision screening equipment, Strength and Conditioning, Health & Fitness and Curriculum.</p> <p>We are at the forefront of research with the most advanced products available in our product categories. School Health offers a wide variety of innovative and technologically advanced equipment that assists customers to save valuable time and resources. Many of our products and solutions are the most advanced in the industry. Here are several examples:</p> <p>Our new online SH Connect Program Management allows anyone with emergency equipment (AEDs, Fire Extinguishers, Epinephrine Pens, Narcan, CPR and First Aid Certifications, bleeding control quik clot, and Chest Seals), to track and manage all their supplies/equipment in one online program. This program will keep all your life-saving devices maintained and rescue ready. We include options to have someone come on-site to assess your equipment once a year and replace all accessories on top of tracking all expiration dates and monthly maintenance checks. This is a School Health designed software and an essential tool when an organization has emergency response equipment to manage.</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>In 2021, School Health started a leadership team tasked with creating a standardized operating procedure for our business. Our mission is to create School Health's sustainable practices that will support ecological, human, and economic health and vitality for future generations. These practices will include all departments and affect our product selection, manufacturer selection, transportation choices, technology, sales, and marketing teams. We are creating a better way to onboard new manufacturers with incentives for those that are MWBE businesses holding certificates or have a green initiative that falls in line with School Health's vision for the future.</p>

We are making progress in the areas below and will continue to achieve even greater results in 2024 and the future:

Marketing digital/online platforms to decrease the need for paper catalogs and printed advertisements.

Increase manufacturers that offer sustainable practices in their portfolio of products.

Increase our number of manufacturers that are certified as a MWBE business.

Increase research on freight sustainability to help reduce energy, increase efficiency, and reduce costs and risk.

Examining current freight carrier selection and consolidation for the best and most productive choices in deliveries throughout the US.

Increasing the number of salespeople to cover a smaller geographic area.

Increase use of technology to allow more employees to work from home.

Product selection and onboarding to include more manufacturers with green initiatives in line with School Health's vision.

School Health green initiatives include but are not limited to:

Reducing materials entering the waste stream.

Promotion of increased and preferential use of materials with recycled content. We use environmentally preferable recyclable plastic air pillows when shipping packages which reduce the need for excessive packing materials.

Emphasize and increase the purchase and use of environmentally preferable products.

School Health promotes "virtual catalogs" as an option to customers.

Our growing e-commerce presence allows the orders to be completed online with the ability to see our broad health and wellness product categories creating less desire for catalogs.

School Health offers green lines of products.

Freight consolidation allows School Health to ship more orders to an individual address in one shipment instead of multiple cartons and deliveries.

UPS is our largest delivery supplier and has an accelerated sustainability plan.

School Health Corporation is proud to be a LEED Certified Building Certification Date: December 7, 2020 (See Doc 11, LEED Initiatives.pdf) To get an inside look at School Health Corporation's green initiatives in our building and warehouse, please watch our LEED Green Building Certification Video here:

<https://www.youtube.com/watch?v=h4jCCvNH5Hw>

Press Release – April 22, 2021

<https://www.schoolhealth.com/school-health-corporation-awarded-leed-green-building-certification>

The School Health building is 112,505 square foot corporate headquarters and logistics warehouse, conveniently located 15 minutes from O'Hare International Airport (ORD) in the northwest suburbs of Chicago. School Health Corporation designed and constructed a sustainable and energy-efficient facility because LEED-certified buildings have lower operating costs and offer better indoor environmental quality. This creates a healthier place for our employees to work. Running an environmentally friendly business is good for our ecosystem and our budget and helps attract customers who are passionate about sustainable living. More than 4,000 schools are LEED-certified, and many schools seek suppliers with sustainability practices.

Inside, the focus was on creating a safe and healthy environment by using materials, glues, sealants, paints, and other materials with little to no volatile organic compounds. Our finishes offer high-level acoustic performance, highly efficient air filters, and natural light for all regularly occupied spaces. Lighting was installed with LED lamps and sensors that are reactive to natural light and human presence. The quality of indoor air, the supply of natural light, and the regulation of room by room heating and cooling provide our team with the best possible experience. In addition, the warehouse operates with a fully integrated WMS pick and pack environment, features a power fed system solution conveyor, more than a dozen dock doors, a 32-foot CSH ceiling, LED lighting, and modern material handling equipment to service more than 100,000 customer orders per year in the most efficient

		<p>way.</p> <p>On the exterior, precast concrete walls and roof panels are heavily insulated to maximize the efficiency of our heating and cooling systems. Rainwater collects on our roof and parking lot and drains into a combination wet retention/dry detention area which reduces the burden on local sewer systems. The stormwater runoff area has become a wetland, landscaped with native grasses and wildflowers which reduce soil erosion and sedimentation, improve water quality, and provide wildlife habitat. In the first spring after construction, the site attracted insects, butterflies, frogs, turtles, and birds. The pond has been stocked with tuffy minnows, bluegill, and bass. A crushed stone walking path encircles the perimeter of the 10-acre property, providing an opportunity for employees to get fresh air and exercise.</p> <p>Additional LEED credits were earned from the installation of bicycle racks and storage, and electric vehicle charging stations.</p>
43	<p>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.</p>	<p>Many of our manufacturers have sustainable practices and hold MWBE, SBE (Small Business Entity), or veteran-owned business certifications. We have included some examples of our 12,000 manufacturers below:</p> <p>Wexford Labs won EPA (Environmental Protection Agency) partner of the year, https://www.wexfordlabs.com/how-it-works/</p> <p>Dial Professional, Diversey, Georgia Pacific, Go-Jo Industries, Kimberly Clark, Nice-Pak Products, Inc., SC Johnson, Seventh Generation, Ablenet, green line of products from Zoro, are several of the manufacturers that support the environment.</p> <p>Seacoast Uniforms - (DBE) Disadvantaged Business Enterprise Florida Department of Transportation, WBENC Certified - Woman Owned & Operated, GSA Schedule 78 GS-03F-0075X & 84 GS-07F-0294Y, SBE MWBE Bid-Awarded Vendor for Palm Beach County School District, WBE Certified State of Florida Office of Supplier Diversity</p> <p>AFS Sustainable Apparel is one of the largest and most innovative suppliers of contemporary custom headwear, apparel, and accessories in the United States. They have recycled into their products over 450 million plastic bottles and proudly counting. With their great respect for the future of beaches, reefs, and oceans, they will continue manufacturing innovative uses for recovered plastic bottles. They are striving for a full 360 sustainability model.</p> <p>Hill-Rom (Baxter) produces a Green Eco blood pressure cuff, recycles all cardboard boxes, completes energy-saving projects like replacing lights with LED lights, replacing drives with variable speed drive motors to reduce electrical usage, replacing Styrofoam in the cafeteria with paper, placing ventilation systems on timers, and packaging materials are corrugated and LDPE air pillows. They use corrugated vs foam in enhanced launch packaging.</p> <p>Maico: Great website on sustainability from the parent company, Demant. Demant has been addressing sustainability for several years now. Their website has a section dedicated to the topic: Sustainability, https://www.demant.com/about/sustainability Packaging is made from 70% to 100% recycled materials. In addition, the Demant group has been ISO14001 certified for two years. The ISO14001 standard sets out the criteria for an environmental management system.</p> <p>North American Rescue uses fully recyclable packaging.</p> <p>Stryker's six manufacturing facilities in the US and PR are LEED-certified facilities. Their group President, Anne Mulally, helps lead women, minorities, veterans, and focused programs to promote diversity and equity throughout our organization.</p> <p>ZOLL, our largest AED manufacturer, uses corrugated packaging.</p>
44	<p>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.</p>	<p>While School Health Corporation does not hold any Woman or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications we make efforts to partner with minority and women-owned businesses when possible.</p> <p>Hill-Rom (Baxter) is not a MWBE. However, we do business with MWBE. For FY21, Hill-Rom spent \$16.74M with small women-owned businesses.</p> <p>Zoll is not a minority or women-owned enterprise however they do track MWBE in their supply base and report annually to the Department of Veteran Affairs.</p> <p>Some examples of WBEN Certified suppliers we use are:</p> <p>Seacoast Embroidery is WBEN Certified (See: Doc 12, WBENC Cert.pdf)</p> <p>Aunt Flow Corporations products are WBEN Certified (See: Doc 13, WBENC Cert.pdf)</p>

45	Describe any curriculum or lesson plan materials that you offer related to the equipment or products included in your proposal.	<p>Focused Fitness is comprised of a highly experienced team providing evaluation services, online learning platform, and specialized training to include project implementation strategies, quantitative and qualitative evaluation, data collection tools, online learning platform and specialized data and evaluation training. We are the sole source for Focused Fitness products and services. The Five for Life Program is a K-12 articulated PE curriculum, research-based and teaches fitness, health, nutrition, motor skills, and intentional fitness. The FAB 5 After School Program is a solution for school systems seeking to improve activity levels for students in elementary ages and extend the learning from physical fitness. There are more programs, see (See: Doc 14 Additional Documents.pdf and 14a, Five for Life K-5 Flyer.pdf).</p>
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>One of our most valuable and unique attributes is our investment in the sales team's training and knowledge. School Health has gone one step further and incorporated positions in each market segment to include a sales specialist. They are subject matter experts who train our School Health team, complete virtual and on-site visits for customers, perform quarterly workshops in their specialty, and help the School Health team with anything that may arise within their specialty. By investing in these employees, we are committed to the most thorough sales and service solutions for Sourcewell members. This combined with our salesforce and customer care team provides the best service and solution for any Sourcewell member nationwide.</p> <p>Sourcewell is also assigned to a dedicated national contract team of individuals that directly ensure the quickest response time and individualized service to members. The national contracts team is tasked with ongoing training of sales reps on Sourcewell and how to integrate eCommerce using our Sourcewell contract in their territories. The national team completes virtual calls and site visits with procurement contacts nationwide to integrate School Health's Sourcewell contract for online purchasing.</p> <p>Several other unique attributes are listed below:</p> <p>Exclusive Distributor - Many manufacturers select School Health as an exclusive distributor because our well-trained staff can demonstrate, train and service our products.</p> <p>Product Selection – We offer a full breadth of AED and CPR products from leading manufacturers to offer you a full selection of products and have partnered with the American Heart Association to ensure that we provide you with the latest in training materials.</p> <p>Development of Innovative Products - We are developing new products with our partners allowing us to consistently bring new and innovative products into the marketplace. Our ability to cultivate strategic relationships allows us to stay ahead of our competition. The way we promote medical supplies, and their solutions, has evolved and each day we strive to provide products and services to support our diverse customer base.</p> <p>Punchout Integration with Sourcewell through Equal Level – We are excited to be participating in the punchout with Sourcewell.</p> <p>Ease of Use - We allow for an easy, educated shopping experience for Sourcewell members. When looking for products, additional data, and services, members can sort by category, subcategory, and "hot topics" such as the one below and find products that are relevant to their search. We already have customers signed up online to use Sourcewell through email domain triggers, landing pages, and punchouts.</p> <p>AEDs - School Health is committed to helping create a heart-safe environment! School Health is the nation's leading supplier of AEDs and CPR manikins in the education market. We understand that a heart-safe environment involves more than just having an AED. Our team members provide consultative services to assist you in every step of the process, CPR training tools, AED product selection, AED product placement, AED product training, and an easy-to-use AED program management tool that will assist you in caring for your device.</p> <p>One of our most unique attributes is that School Health phone calls are answered by a live representative during our regular business hours. This allows members to get a timely response and solution to questions or concerns.</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 *
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47	Do your warranties cover all products, parts, and labor?	<p>Warranty Policy</p> <p>All items sold are backed by their manufacturer's warranties and a one-year limited School Health warranty, this is applied to all our products. Some products offer an extended manufacturer's warranty, and this is usually notated in our virtual catalog/printed catalog. School Health goes beyond the standard warranty to offer a satisfaction guarantee policy. We believe our customers need to be 100% satisfied with the products and services they receive from us.</p> <p>Satisfaction Guarantee Policy</p> <p>It is our promise that School Health Corporation will do everything possible to ensure that our customers are completely satisfied with our products and services. If you are not satisfied for any reason, simply call our Customer Care Center at 866-323-5465, or send an email to: customerservice@schoolhealth.com</p> <p>If you are not satisfied, Rob Rogers, President of School Health Corporation asks that you send him an email to president@schoolhealth.com or fax him at 800-235-1305 (See: Doc 1, Sourcewell Warranty Information.doc)</p> <p>If goods are damaged upon arrival, please mark the shipper's document "received damaged" sign it, keep a copy for your records, and call our Customer Care Center and the shipping company immediately, as time limits for claims may apply.</p> <p>UPS shipments with visual damage should be refused.</p> <p>Freight carrier shipments with visual damage should be noted on the carrier's freight bill "received damaged" and that portion of the delivery should be refused.</p> <p>Some colors and finishes may differ slightly from our catalog representation: color swatches are available at no charge upon request.</p> <p>Returns or exchanges may result in a restocking fee. Please contact our Customer Care Center if you have any questions.</p>	
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, they do not impose usage restrictions or any other limitations that adversely affect coverage.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technicians do not perform work in the field. If a warranty repair is needed, a prepaid return label will be provided to return the product to the appropriate facility for repair/replacement.	*
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?	Warranty repairs are done in our Calibration Part and Repair department in Rolling Meadows or at the manufacturer's facility depending on the product. If a warranty repair is needed, a prepaid return label will be provided to return the product to the appropriate facility for repair/replacement.	*
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?	All items sold are backed by their manufacturer's warranties and a one-year limited School Health warranty that is applied to all our products.	*
52	What are your proposed exchange and return programs and policies?	<p>100% Satisfaction Guaranteed</p> <p>Your satisfaction is guaranteed for all purchases. You may return any item within 30 days, except for items that have been customized. Items must be in original packaging and in new condition, a restocking fee may apply. Detailed return information is provided on the back of our packing slips included with your shipment. Please be aware that some products, especially furniture, are highly susceptible to damage during transit. If there is noticeable damage to any of your items, please refuse to accept the shipment from the carrier, and then contact our Customer Service Department so that we may replace the shipment.</p>	*
53	Describe any service contract options for the items included in your proposal.	<p>School Health Corporation offers various product-related service options such as AED program management and site visits, electronic health records, and web-based software for PE educators. We have a leasing program that members can use to purchase our capital equipment and services. For members to determine the best service program, we have multiple meetings to make sure they understand their options. We then quote the service that is best for them using the contract.</p> <p>Focused Fitness Software Wellnet web-based software for educators to</p>	

measure the five components of physical fitness. WELNET® software provides school districts and afterschool programs the ability through any internet-enabled device to easily collect student academic, fitness, health, and motor skill data and effectively communicate results to administrators, teachers, students, and parents. In addition, students can interact with the software to engage in relevant lessons on nutrition, health, and fitness and participate in exercise videos. WELNET® integrates with over 40 Student Information Systems to autoloading student rosters, connects with Learning Management Systems, and provides industry-leading support via email, chat, and phone.

Program management differs from one organization to the next so there are several programs to choose from based on the members' needs. We will ask the right questions to determine which program is best for them and provide them with a quote using our Sourcewell pricing. Most contracts are either a 2 or 4-year term.

School Health Connect – Sophisticated notification system generates alerts regarding monthly maintenance inspections and pad/battery expirations to ensure district AED units are rescue ready. IOS/Android mobile app simplifies the inspection process by allowing users to log checks in real-time. Beyond AEDs, SH Connect allows program administrators to monitor the compliance of fire extinguishers, evacuation chairs and medications such as epinephrine and albuterol. SH Connect's Law Center outlines emergency preparedness legislation across the U.S., relaying urgent updates as bills navigate the senate. Schedule CPR/AED courses and manage credential expiration dates from the SH Connect training center. End-users can utilize comprehensive reporting to export information both manually and automatically via schedule builder.

AED Rescue Ready Services (See: Doc 16, ZOLL Rescue Ready Services Quick Reference Guide.pdf)

PlusTrac Essential – Includes prescription, medical authorization, program data entry and tracking, AED status and accessory tracking/reporting, Responder certification tracking/reporting, AED alerts and notifications, FDA/Manufacturer recall alerts, and customer support online.

PlusTrac Professional – This program includes everything in the PlusTrac Essential with additional features: AED program deployment and activation plan, program launch event, compliance guarantee documentation, and post event review with a loaner AED.

PlusCare Preferred – This program includes everything in the PlusTrac Professional plus on-site service & maintenance.

PlusCare Advanced – This program includes everything in the PlusCare Preferred as well as replacement accessories.

SNAP Emergency Health Records (See: Doc 17, SH Snap health center brochure.pdf) The leading school nurse electronic health records for nurses, designed by nurses. This software allows for a better workflow with clinical, administrative, and technological features allowing complete care of students with visit logs, medication treatment logs, health screening/monitoring, immunizations, and care plans. A district can purchase this software for each school nurse and include training and reporting if they choose. These items are on the "hot list" for Sourcewell members to purchase. We will have several meetings with the district and SNAP before we produce a quote of exactly what the customer needs.

School Health Service Center (<https://www.schoolhealth.com/service-center>) (See: Doc 18, Service Center Form.pdf) We calibrate and service - Audiometers, Vision Screeners, OAE Screeners, Tympanometry, Sphygmomanometers. Each technician has over 10 years of experience, relationships with the product manufacturer, and is customer service focused and ensures complete satisfaction. We have a form you can fill out and send with your equipment or call our Calibration, Parts, and Repair department for a quote.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	School Health Corporation's payment terms are net 30.
55	Describe any leasing or financing options available for use by educational or governmental entities.	<p>School Health has a leasing program available for all Sourcewell members with co-branded marketing for Sourcewell/School Health. The leasing program is for capital equipment and covers the following products & solutions: (See: Doc 11, Sourcewell Leasing.pdf under Marketing Plan)</p> <ul style="list-style-type: none"> • AEDs • Evacuation Chairs • Vision Screeners • Hearing Screeners • Furniture • Modalities • TAPit® • Any Capital Equipment <p>The leasing options are cost-effective and tailored to meet the needs of our Sourcewell customers. We are also interested in talking with NCL Government Capital to see if we can start utilizing a Sourcewell vendor. Our current plan offers flexible financing solutions, a wide variety of equipment, and benefits like tax advantages, overcoming budgetary limitations, and conversation of cash flow make financing a smart choice.</p>
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.	For customers that like to utilize our Sourcewell contract and do not have the ability to purchase online, we have an easy order form. The form has the most popular and deeper discounted products listed on an excel spreadsheet that calculates the Sourcewell price as you fill in the quantities.
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, we accept P-card purchases and there are no additional fees.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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<p>58</p>	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>To best serve Sourcewell members we have decided to go with a combination of pricing models to make up our overall strategy. Category Discount - We will offer a 13% discount and “ceiling pricing” on all our product categories. Sourcewell member to receive 13% off all discountable items in all product categories. Free shipping will be given to orders over \$125. For orders under \$125, there will be a \$12.95 shipping charge. (See Doc 19, Product Categories.docx under Pricing File Zip)</p> <p>Volume Discounts - This price structure will be “ceiling pricing”, and further discounts will be granted for large opportunities. In the event of a large opportunity or quantity sale, we will negotiate a lower price based on the opportunity to ensure the best, most competitive option for members.</p> <p>“Hot List” or Market Basket - We have created a “hot list” of 803 of our top-selling items, organized by subcategory. We have applied highly discounted prices averaging 32 - 63% off the current list price.</p> <p>Exclusions - Certain products are excluded from our category discount due to reasons including but not limited to manufacturer restrictions, special pricing already in place (sales or promotions), unknown shipping costs (due to weight or size variances), etc. We have attached a document on the category discount exclusions. (See: Doc 20, Catalog Discount Exclusions 2024.pdf)</p> <p>Price Match Guarantee: All School Health products are competitively priced, and our price matching policy guarantees we will match a price in a competitor's catalog from the same published year, for identical items and quantities. We are committed to delivering the best products at the best value! With our price match guarantee, you can be assured that you are getting the best price available for the products you order from School Health through Sourcewell. Pricing guarantees do not include discounts that exceed the manufacturer's unilateral minimum price, and all price guarantee adjustments are completed at the time of purchase. (See: Doc 22, Price Match)</p> <p>Because of fluctuations in some pricing from our 1300 manufacturers, our list price may change on a few items throughout the year, we will always keep the list pricing updated on the website and guarantee the 13% category discount in all the categories. We will hold the “hot list” pricing of the deeper discounts and send an updated list by the end of January every year. All prices will always be updated online to reflect the 13% discount for online customers using the Sourcewell Contract.</p> <p>We have designed our price model with category discounts, volume discounts, and a “hot list” to be attractive to Sourcewell members, Sourcewell, our sales team, and School Health. We believe that this will be an attractive tool for everyone and will build growth for Sourcewell and School Health while providing savings to Sourcewell members. Our hopes are that with this award we will create even more loyalty, great relationships, and growth for years to come!</p> <p>Summary of Price File Zip: Doc 19, Product Category.docx Doc 20, Catalog Discount Exclusions 2024.doc Doc 21, Sourcewell Hotlist.xlsx Doc 22, Price Match.pdf</p>
<p>59</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>The category discount will be 13% off current list prices for all product categories. The market basket or “hot list”, will be 803 top selling items throughout all our product categories. We are offering up to 63% off with an average discount of 32% for the overall “hot list”.</p>
<p>60</p>	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Our Sourcewell pricing will allow customers to submit higher quantity bids using our Sourcewell contract and take advantage of volume discounts or free goods and services. If School Health negotiates a lower price with the manufacturer, we will pass on the cost savings to the Sourcewell member. We also have a price match guarantee. If for some reason there is a lower price from another supplier, we will follow our price match guarantee. (See: Doc 22, Price Match.pdf)</p>

61	<p>Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.</p>	<p>We have had many successes over the last 10+ years sourcing products for Sourcewell members. Since early 2020 throughout the country, we have provided many Sourcewell members with School Health products are excited to continue to deliver them to the Athletics customers.</p> <p>A past example was helping the state of Arkansas with a large car seat order using Sourcewell. We were able to leverage our relationships with the customer and our vendor partner to secure the \$260K opportunity. This is just one example of where we have proven our abilities to utilize our resources as a company along with our partnership with Sourcewell to see positive results. Sourced items are added through Sourcewell at the point of sourcing and the customer is given a quote referencing the Sourcewell contract number, the contract discount, and shipping benefits they receive for all stock items.</p> <p>For any non-stocked item that we quote through Sourcewell, we will supply a quote for each request. We will add the Sourcewell contract number to the quote along with any discounts for Sourcewell and volume.</p>	*
62	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>No additional costs will be added.</p>	*
63	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>School Health Shipping and Handling Policy for Sourcewell: Free shipping and handling on orders of \$125 or more in the continental United States for standard UPS ground or tailgate truck (elevated doc required or hand load off the trailer). For subtotals less than \$125, the shipping and handling charge is \$12.95. Most in-stock products with a rush request can be shipped the same day if orders are received prior to 2 pm CT Monday through Friday. Restrictions may apply for large orders and/or seasonal times of the year. Normal order requests from our warehouse will be shipped 1-2 days after the order is received. Dropship items directly from our vendors may take longer and have extended lead times for special orders. Please contact our customer care department for order specifics.</p> <p>Freight Order: If the delivery location does not have an elevated loading dock, the order can be shipped out via a lift-gate-equipped truck. The liftgate is an additional \$75 charge.</p> <p>Express Delivery or Special Services: Please contact our customer service department for expedited delivery or special delivery services. Call customer service, at 866-323-5465.</p> <p>Items shipped to Alaska or Hawaii: Small parcel shipment costs to Alaska and Hawaii are 18% of the merchandise subtotal. Please contact us for shipping, handling, and processing costs for freight items.</p>	*

<p>64</p>	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Items shipped to Alaska or Hawaii: Small parcel shipment costs to Alaska and Hawaii are 18% of the merchandise subtotal. Please contact us for shipping, handling, and processing costs for freight items.</p> <p>Delivery Times: Alaska, Hawaii, Offshore, and Canada orders can call customer care for freight quotes based on weight and specified instructions. Expedited delivery is available and additional charges may apply. Contact customer care at 866-323-5465.</p> <p>Return Policy: 100% Satisfaction is guaranteed for all purchases. If there are any problems with your order, please contact customer care (866) 323-5465, Monday through Friday, 7 am to 5 pm CST. You may return any item for any reason within 30 days of receipt for a full refund. Detailed return information is provided on the back of the packing slip included in the shipment. Please fill out the return form and include returned merchandise.</p> <p>Restocking Fees: On rare occasions when dealing with heavy items and furniture, manufacturers may charge a restocking fee. This is usually 20%. This is the only time a customer would be charged for a return, and we would try to get the fee waived if possible. Custom products are not eligible for a return or exchange unless there is something wrong with the product.</p> <p>Claims: Larger products that ship via freight carrier are highly susceptible to damage during transit. If there is visible damage to any of your items, please refuse the shipment, and contact customer care at 866-323-5465.</p>
<p>65</p>	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>School Health can offer various unique distribution and/or delivery methods to Sourcewell members as follows:</p> <p>Delayed Shipping: Working with customers, this option ensures delivery will not be attempted during a school's closure. The members could select a specific day they would prefer their order to ship. We will prepare the order for shipment and hold the shipment until the specified shipment date.</p> <p>Local/Delivery/Pick-up: School Health has its own delivery van that can make same-day local deliveries in the Chicagoland area for in stock merchandise.</p> <p>Freight Consolidation: We try to use freight consolidation when possible. The process can be used for multiple orders shipping to the same address. This allows us to ship one larger shipment instead of multiple shipments to the same customer. This process allows the customer to receive fewer shipments and reduce costs associated with shipments while saving on energy consumption and fuel usage.</p> <p>24-Hour Shipping: Most orders will leave our warehouse within 24 hours, except for drop-shipped items. After an order leaves our warehouse, it could take 1-5 business days for arrival depending on your location. Please see attached document to view our ground delivery map to see the estimated number of days it will take for delivery from our Illinois warehouse.</p> <p>Inventory Control: School Health has a dedicated Inventory Control Department that focuses on replenishing and forecasting our inventory levels.</p>

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.	<p>We have produced a "HOT LIST" that is larger and more competitive than in the past. We chose a selection of 803 of our best-selling products and competitively priced them to average 32% off the list price. Our Sourcewell prices are guaranteed to be the most competitive contract and we will also offer our price match guarantee.</p> <p>We have increased our product offering with our Palos Sports and Focused Fitness categories. All 117 of our product categories will be discounted 13% off the list price (some exclusions apply). Our products are extensive and will be a great solution for the Sourcewell Athletic and Physical Education Equipment with Related Supplies Contract.</p>

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.	<p>Ensuring that participating entities obtain the proper pricing: We store contract prices in our system under the Sourcewell contract. This includes items quoted at a specific price (i.e., the market basket, "hot list") and a percentage discount for remaining eligible products. We then tie the Sourcewell contract to each participating entity. When they place an order with us, the proper Sourcewell pricing will default.</p> <p>Reporting all sales each quarter: Using the same combination of stored prices and customers that are tied to the Sourcewell contract, we can gather data on any purchases tied to the contract and organize them by date, customer, individual order, and products purchased. We can compare prices on each order with the pricing on the contract to ensure compliance with the contract.</p> <p>Remitting proper administrative fee: Because we can show the individual orders to which the contract applies, we can simply calculate the percentage of revenue required for the administrative fee and remit in an accurate and timely manner.</p>
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.	<p>We currently have internal measurements through our Salesforce and Power BI tools which measure the success of the sales team and the use of the Sourcewell contract. The sales reps have a dashboard where they can see their target and non-target accounts. They can drill down and see products sold, market segment production, Sourcewell sales/growth, and eCommerce sales/growth. The national team has a reporting tool for Sourcewell showing each representative and their sales in dollars, percentages to Sourcewell target, and percentages of Sourcewell sales compared to the rest of the team.</p> <p>In 2021, the national contract team was given a 5-year growth plan where the company's growth is heavily positioned on the national contracts team's ability to grow contracts and eCommerce sales. We are expanding our</p>

		<p>national and eCommerce teams to support our efforts and have laid out a strong plan to meet our target. Below are some of the actions the national contracts team has in place:</p> <p>Monthly sales training on understanding contracts and compliance; winning large opportunities using a contract; calling on procurement at government agencies and at the state level; and setting up eCommerce platforms using Sourcewell. These training courses are recorded and part of the onboarding process of new hires.</p> <p>Quarterly assessments of each representative regarding their Sourcewell contract usage/growth and eCommerce growth. We measure their strengths and weaknesses and develop a plan to increase their growth by joining them in virtual meetings with their customers. We participate in any meetings they need an expert on contracts, eCommerce, or larger opportunities.</p> <p>Annual assessments of each representative regarding market penetration in accounts for Sourcewell and eCommerce growth. We analyze what areas are in their territory where we can support growth using contracts or setting up a new punchout or landing page.</p> <p>Onboarding all sales representatives to include understanding Sourcewell and setting up accounts using Sourcewell through eCommerce. We lead the virtual calls for sales representatives for procurement, contract usage, and large sales.</p> <p>Recorded training from Sourcewell and our monthly training courses are in a library for onboarding sales representatives. We also require all new hires to attend Sourcewell University in person.</p> <p>Bi-weekly open call meetings lead by the national contracts team to support the sales team with contracts, eCommerce, procurement calls, and sharing successes.</p> <p>National contracts chatter group recognizing large sales and successes using the Sourcewell contract.</p> <p>On-going virtual meetings with procurement, sales representatives, and national team to get accounts set up using Sourcewell online or to get the district set up to default in our system to Sourcewell pricing.</p> <p>Quarterly recognition companywide to the top producing representative for Sourcewell.</p> <p>Annual recognition with a bonus at our national sales meeting to award and recognize our top producing representative for our Sourcewell contract. This year, our Sourcewell Supplier Development Administrator attended our National Sales Meeting and gave an award to the top producing salesperson in front of all our strategic partners, executive team, and entire sales force. We allowed Sourcewell to stay for two days during our meetings and mingle with every rep in the entire country. They also had the opportunity to meet with our largest vendor partners and joined our team for dinner for two nights.</p> <p>Sourcewell Contract reporting Tool for our sales team that is utilized monthly and annually to award top reps for Sourcewell. (See: Doc 23, Reporting Sourcewell.docx).</p>	*
69	<p>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.)</p>	<p>In the event of a sole-source award on this RFP, School Health will reimburse a 2% administrative fee payable to Sourcewell. If Sourcewell decides to award multiple vendors in this category School Health will offer a 1% administrative fee. This variance is due to the loss of potential customers and sales due to multiple options for the same products when multiple vendors are awarded.</p>	*

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>School Health is a national, full-service provider of Health, Wellness, Special Education, Athletics and Physical Education. We serve health professionals and athletic trainers from schools to college campuses. We are number one in the education market pre-school through higher education and are expanding quickly into the emergency response markets outside of the education sector. We have a national team that works with government accounts and nonprofit agencies. We collaborate with customers and advocate for saving lives through the proper care of every individual.</p> <p>Products and Services:</p> <p>Our comprehensive offering includes Physical Education Equipment, PE Games, PE Lessons, Workout/training supplies, play balls, Thera band, braces, hydration, nutrition, strength and conditioning, adapted PE, curriculum, bandages, first aid tape, hot/cold Packs, wound care, scissors/forceps, medical bags, first aid kits, thermometry, diagnostic and screening equipment, slings, and splints. Stop the bleed, RX products, pharmaceuticals, pain and GI relief, cough/cold and allergy, skin care, syringes, and needles, screening tests, AEDs and CPR, resuscitation & oxygen, training manikins, patient lifts, crutches & collars, evacuation chairs and wheelchairs, stretchers, and spine boards, emergency medical and personal protective equipment. We go beyond supplying products by providing product support, training, advisory services, deployment consultations, free onsite/virtual workshops, eCommerce solutions, warranties, a 100% customer satisfaction guarantee, and exceptional customer care.</p> <p>Visit our 12 virtual catalogs for a more extensive list of equipment: https://www.schoolhealth.com/virtual-catalogs.</p>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our subcategory list includes:</p> <ul style="list-style-type: none"> Adaptive PE Equipment AED AED Program Management Agility Air Purification Archery Audio Awards Badminton Balance Ball Bags & Carts Baseball/Softball Basketball Bean Bags Bleachers & Benches Board Games Books Bosu Training Bowling Braces BRAINball Canopies Chairs Character Education Classroom Activities Climbing Coaches' Aids Cones & Markers CPR CPR Training Dance Diagnostic & Screening Equipment Discs & Disc Golf Disinfectants Dodgeballs Educational Aids & Resources Electronic Health Records Emergency Response & Safety Equipment Carriers Equipment Packs

Exergaming
Field Day
Field Hockey
Field Markers
First Aid
Fitness Assessment
Fitness Equipment
Flag Football
Floor Hockey
Flooring
Foam Balls
Football
Furnishings
Furniture
Games & Activities
Golf
Group Games
Gymnastics
Health Supplies
Heart Rate Monitors
High School Packages and Programs
Hoops
Hydration
Infection Prevention
Inflators
Juggling
Jump Ropes
Kits & Bags
Lacrosse
Locks
Manikins
Martial Arts & Boxing
Mats
Medical
Megaphones
Movement
Nutrition
Padding & Podiatry
Paddle Games
Paper, Plastic & Linens
Parachutes
Pedometers
Pharmacy
Pickleball
Pinnies & Vests
Playballs
Playground Equipment
Racquetball
Rehabilitation
Rhythmic Play
Ride Ons
Scales
School Safety
Scooters
Scoreboards
Scrimmage Vests
Soccer
Speed Stacks
Standards
Stopwatches
Swimming & Water Polo
Table Tennis
Tapes & Wraps
Teacher Resources
Team Building
Tennis
Tetherball
Therapeutic Modalities
Timers
Toss Game
Track & Field
Training Manikins
Vision and Hearing
Volleyball
Wall Mats
Whistles & Lanyards

*

Wound Care
Yoga

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

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

Line Item	Category or Type	Offered *	Describe
72	Physical education equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Games and Activities, Play Balls, Inflators, Lockers, Field Markers, Audio Equipment, Referee Shirts, Mats, Bleachers, Storage, Baseball, Softball, Badminton, Cones and Markers, Climbing, Field Day supplies, Juggling, Jump Rope, Tether ball, Tennis,
73	Adaptive athletic and physical education equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vision Impairment, Assisted Running Ropes and Handles, The Kicker Helper, assisted devices, Zone Products, Sensory, Inflatable Balance Pods, Tangle Texture, Timers, Balance and Movement, Dribble Aids, Adapted PE Swings, Braces, Rhythmic Play,
74	Individual and team sports equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Field Markers, Audio Equipment, Lockers, Referee Shirts, Mats, Bleachers, Benches, Storage, Station Markers, Group games
75	Coaching equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Referee Shirts, Uniforms, Whistles and Lanyards, Timers, Scrimmage Vests and Pinnies, BOSU training, Agility, Hydration and Nutrition, Team Building
76	Indoor and outdoor facilities related athletic equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Storage, Tape and Holders, Chairs, Bleachers and Benches, Flooring, Fitness Equipment, Furnishings,
77	Curriculum, assessment, and training tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fitness Assessment, Educational Aids and Resources, Character Education, Training Manikins,
78	Related technology enhanced equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Focused Fitness, Training Manikins
79	Athletic uniforms, fitness equipment, and event seating solutions provided that they are complementary to a Proposer's offering of products described in Lines 72-78 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Uniforms, Referee Shirts, Fitness Equipment, Bleachers, Benches, Chairs
80	Installation services related to and in connection with the purchase of equipment and products described in Lines 72-78 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not do installations

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.

3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing Zip Docs 19 -22.zip - Wednesday May 08, 2024 13:43:56
- [Financial Strength and Stability](#) - Business_Health_2018_to_2023.pdf - Thursday May 02, 2024 15:50:11
- [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Wednesday May 08, 2024 13:48:52
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE Certificates Zip.zip - Thursday May 09, 2024 13:22:26
- [Warranty Information](#) - Doc 15, Sourcwell Warranty Information.docx - Wednesday May 08, 2024 13:44:48
- [Standard Transaction Document Samples](#) - Doc 23, Reporting Sourcwell.docx - Wednesday May 08, 2024 13:45:08
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Docs Zip.zip - Wednesday May 08, 2024 13:52:17

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. - Andrew Wlezen, Contracts Sales Manager, School Health Corporation

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

Yes No

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

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

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