

**Solicitation Number: RFP #081120****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SportsArt America Inc., 8217 44th Ave., Suite A, Mukilteo, WA 98275 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to 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.

Vendor 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.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires October 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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

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

3. PRICING

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

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, Vendor 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.

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to 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

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with 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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

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

The Vendor will submit a check payable to Sourcwell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract (excluding freight and installation) during each calendar quarter as the administrative fee. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any 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.

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), 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-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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 also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell

SportsArt America Inc.

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

DocuSigned by:
By: Kimberly O'Laughlin
5774C81173DA438...
Kimberly O'Laughlin
Title: Regional Sales Manager

Date: 9/28/2020 | 2:50 PM CDT

Date: 9/29/2020 | 5:51 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO

Date: 9/29/2020 | 6:47 PM CDT

RFP 081120 - Fitness Equipment with Related Accessories and Services

Vendor Details

Company Name: SportsArt America, Inc
Does your company conduct business under any other name? If yes, please state: WA
Address: 8217 44th Ave W
Suite A
Mukilteo, WA 98275
Contact: Kimberly OLaughlin
Email: kim@gosportsart.com
Phone: 425-481-9479 214
HST#: 91-1703874

Submission Details

Created On: Tuesday June 23, 2020 13:04:40
Submitted On: Tuesday August 11, 2020 13:34:29
Submitted By: Kimberly OLaughlin
Email: kim@gosportsart.com
Transaction #: 15a88aaf-818e-4a82-b224-2c0f2fc30958
Submitter's IP Address: 68.22.245.224

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	SportsArt America, Inc
2	Proposer Address:	8217 44th Ave. Suite A Mukilteo, WA 98275
3	Proposer website address:	www.GoSportsArt.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kimberly O'Laughlin Regional Sales Manager 8217 44th Ave. Suite A Mukilteo, WA 98275 E: kim@gosportsart.com C: 214-533-4018 O: 425-481-9479 ext 214
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kimberly O'Laughlin Regional Sales Manager 8217 44th Ave. Suite A Mukilteo, WA 98275 E: kim@gosportsart.com C: 214-533-4018 O: 425-481-9479 ext 214
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Price Regional Sales Manager 8217 44th Ave. Suite A Mukilteo, WA 98275 E: johnp@gosportsart.com C: 913-909-3488

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>SportsArt has been an industry leader in innovative design and manufacturing excellence since 1977. The company consistently seeks to advance industry standards, positioning itself as one of the most creative manufacturers of premium quality fitness, medical and performance equipment.</p> <p>SportsArt is one of the largest single brand manufacturers in the world and is sold in over 80 countries worldwide. SportsArt is committed to leading the fitness industry in eco-friendly action through research, design and education on sustainable business solutions and practices. We are dedicated to forward-thinking innovation that allows us to create products which are not only socially and environmentally responsible, but also solve problems for facility owners.</p> <p>With over 500,000 square feet of state-of-the-art manufacturing space, SportsArt designs, manufactures and tests all equipment to rigorous quality standards. With hundreds of patents worldwide for innovation technologies, such as the award winning ICARE™ system or the newly relaunched ECO-POWR™ Series, SportsArt is the leading green fitness partner, developing products that are instrumental to rebuilding and sustaining lives.</p>	*
8	What are your company's expectations in the event of an award?	<p>Our expectations of this contract would be to simplify and make the purchasing process as simple as possible while adding value and quality for the purchaser. We have dedicated sales and marketing staff to also aid in this process.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>SportsArt D&B #944741834</p> <p>SportsArt is a privately held company and has been so since 1977. We are financially sound and never has the company been part of a bankruptcy, receivership, insolvency proceedings, etc.</p> <p>References:</p> <p>VA National Contract Beth Davis P: 202-632-9008 E: beth.davis2@va.gov</p> <p>Fort Bragg, US Army Audrey Oxendine P: 910-432-6010 E: audrey.d.oxendine.civ@mail.mil</p> <p>Robbins AFB, GA John Enterman P: 478:222-7685 E: john.enterman@us.af.mil</p> <p>Department Of Veterans Affairs, Long Beach, CA Leah Delgadillo E: leah.delgadillo@va.gov</p> <p>Tennessee Tech University Suzann Hensley E: shensley@ntech.edu</p> <p>BuyBoard Contract Expires 3/31/2021 TIPPS Contract Expires 4/30/2023 GSA Contract GS-03F-057GA Exp 4/11/2022</p>	*
10	What is your US market share for the solutions that you are proposing?	Approx 12%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Approx 10%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*

13	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. 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? 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?	SportsArt is a manufacturer. We have an in house marketing team, sales team, customer service, global network of dealer distributors and service providers that can be utilized to ensure the customer is our top priority.	*
14	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.	We hold every safety certification necessary as well as quality control, ISO-14001 and ISO-9001 certifications. For more information please visit: https://www.gosportsart.com/company/philosophy/manufacturingcertifications/	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	IHRSA Associate Member Of The Year 2020 Taiwan Excellence Silver Award 2020 Elevate Innovations Award 2019 Various Patents Consumer Report Award 2019	*
17	What percentage of your sales are to the governmental sector in the past three years	32%	*
18	What percentage of your sales are to the education sector in the past three years	37.6%	*
19	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?	BuyBoard Contract Expires 3/31/2021 TIPPS Contract Expires 4/30/2023 Both of these contracts are relatively new and seem to be athletic/sporting goods heavy (apparel, shoes, etc). No confirmed sales YTD.	*
20	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?	GSA Contract GS-03F-057GA Exp 4/11/2022 Several awarded contracts. Examples here: Item 0001 T655MS total award \$978,108.60 12-14-2018 Item 1001 T655MS total award \$978,108.60 12-14-2019 Item 2001 T655MS total award \$978,108.60 12-14-2020	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
VA National Contract	Beth Davis	202-632-9008	*
Fort Bragg, US Army	Audrey Oxendine	910-432-6010	*
WY National Guard	Jeremy Ray Wagner	307-772-5460	*
Tennessee Tech University	Suzann Hensley	Shensley@tntech.edu	
Cabot Park & Recreation	Travis Young	501-605-1506	

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *
Tennessee Tech University	Education	Tennessee - TN	Fitness Center (Treadmills, Bikes, Ellipticals, Cross Trainers, Steppers, EcoPower)	Approx \$250K	\$320K
Toppenish & Lummi Indian Reservation	Non-Profit	Washington - WA	Fitness Center	Approx \$92K Approx \$50K	\$137K+
US Air Force + Fort Dix	Government	Washington - WA	Various Bases - Fitness Centers, Rehabilitation	Approx \$5-50K Average But transaction Vary	\$575K+
Penn State	Education	Pennsylvania - PA	EcoPowr Fitness Center	\$50K	\$50K
University of South Florida	Education	Florida - FL	EcoPowr Fitness Center	\$61K	\$61K

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 *
23	Sales force.	SportsArt employs eight dedicated full time sales team members for North America and a full time marketing department. We have distribution worldwide with additional full time staff to accommodate. In addition, we have a dealer distribution and service tech network. Important to note: During the Covid crisis we have not had to lay off a single employee. This has not been the case for others in our industry.
24	Dealer network or other distribution methods.	We have a dealer network in place for North America. Many of these organizations have full service delivery, install and service capability.
25	Service force.	In house and third party contracted to meet needs and demand.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We have onsite customer service techs that will respond typically same day (depending on time zone) via phone to answer questions, troubleshoot, and remedy the issue as soon as possible. We utilize UPS or Fedex for shipping of parts. Our ultimate goal is to always support and assist the customer in a timely and constructive fashion.
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Products can be provided nationwide.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Products can be provided in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
30	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?	N/A
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>MARKETING PLAN</p> <p>SportsArt has been an industry leader in innovative design and manufacturing excellence since 1977. The company consistently seeks to advance industry standards, positioning itself as one of the most creative manufacturers of premium quality fitness, medical, performance, and residential equipment. SportsArt is one of the largest single brand manufacturers in the world and is sold in over 80 countries worldwide. SportsArt has an in-house marketing team where all marketing efforts are coordinated and managed. In addition, we have a skilled sales team to support the diverse customer base of Sourcewell.</p> <p>Should SportsArt be awarded the Sourcewell contract, SportsArt will put out a press release and/or an internal memo to all employees including a link to the Sourcewell website and contact information for inquiries or assistance in marketing to existing and potential customers. SportsArt can provide a dedicated internet web-based homepage that can contain the following:</p> <ol style="list-style-type: none"> 1. Sourcewell standard logo 2. Copy of original RFP or IFB, Master Agreement including any amendments 3. Product information 4. Promotional material as requested by Sourcewell 5. A dedicated email address for general inquiries - Example: sourcewellinfo@gosportsart.com <p>SportsArt can collaborate marketing efforts with Sourcewell members in the following ways:</p> <ol style="list-style-type: none"> 1. Press releases on any justifiable installation via our PR company, social media and/or website 2. Multimedia public relation campaigns 3. Handouts and brochures 4. Social Media cross-promotion 5. On-site support 6. Special event support 7. 2D/3D Design layouts 8. Trade show support <p>SportsArt utilizes various marketing channels to promote and educate users of our products. We are always open to collaborating with our partners and coming up with creative campaigns that benefit all parties. Please view our Media for examples of content: https://www.gosportsart.com/media/ Please view our customer spotlights for examples of featured customers: https://www.gosportsart.com/markets/spotlights/</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We are a global organization with an in house full time marketing department including graphic design. All social platforms and other media can be leveraged to promote. We also can create as needed digital materials for buyers, etc. In addition, we are open to crafting a more custom solution to best fit the contract.</p>
34	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>Sourcewell takes care of the entire competitive solicitation process including the research etc, to ensure the end customer is getting the best price, product and service nationally.</p> <p>We will integrate the Sourcewell awarded contract into our sales process by educating our staff on best practices. We will also work internally with our marketing department to promote (as allowed) and bring awareness. In addition, our team will work to update our existing customer base as well as new customers of the awarded contract.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do not have a shopping cart via our website at this time.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	SportsArt customer service and sales team is available for any questions, etc pertaining to the products. SportsArt Service Technician Certification training is available during the year. Travel and the course is the customer's responsibility.
37	Describe any technological advances that your proposed products or services offer.	<p>Constantly seeking to advance industry standards, we have positioned ourselves as the premier manufacturer of quality commercial and medical fitness equipment. With over 500,000 square feet of state-of-the-art manufacturing space, we design, manufacture and test all equipment to rigorous quality standards.</p> <p>With over one hundred patents worldwide for innovation technologies such as the award winning ICARE Rehabilitation System and the world's first ECO-POWR™ Equipment Series, we are the leading green fitness partner, developing products that are instrumental to rebuilding and sustaining lives.</p> <p>Using innovation and technology to make the best fitness equipment, SportsArt technology is advanced in all aspects, including factory design, production process and final product. Robotic welders, computerized inventory management, multiple computerized powder coat lines and an atmosphere control room for electronic testing are used in the SportsArt factory to ensure consistency and quality. In addition to ISO-9001 quality certification, ISO-14001 certification for environmentally sound practices, and ISO-13485 Certification for Quality Managements Systems, SportsArt products are also CE and ETL-C approved.</p> <p>SportsArt has won industry awards for our unwavering support of commercial fitness partners and clients. SportsArt holds numerous patents and industry firsts.</p> <p>Please visit: https://www.gosportsart.com/company/philosophy/ https://www.gosportsart.com/company/philosophy/quality-testing/ https://www.gosportsart.com/company/philosophy/manufacturingcertifications/</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>SportsArt is committed to leading the fitness industry in eco-friendly action through research, design and education on sustainable business solutions and practices. We are dedicated to forward-thinking innovation that allows us to create products which are not only socially and environmentally responsible, but also solve problems for facility operators.</p> <p>SportsArt has a long history of eco-friendly innovation through our product development and our operations. We have been ISO-14001 certified since 2011.</p> <p>For more information please visit: https://www.gosportsart.com/company/sustainability/</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We have achieved various awards including ISO-14001 and Green Circle Certification. In addition, SportsArt EcoPowr products can help achieve LEED certification.</p> <p>Please see: https://www.gosportsart.com/company/sustainability/</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable at this time. Although key members of the leadership team are female and veterans.

41	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>Providing a way to preserve the planet through our operations as a global brand is of the utmost importance to SportsArt. With offices around the world servicing 80 countries, SportsArt believes it is our duty to use our vast reach to encourage sustainable and renewable practices from manufacturing to the equipment in use. We strive to create a network of like-minded partners focused on inspiring positive social impact and stewarding the beautiful world we have been given.</p> <p>Our vast experience in manufacturing, being vertically integrated (vs assembler of a consortium of parts), product development, engineering and the thoughtful fitness first designs are just some of the items that set us apart. In addition, the depth of the product line will allow us to assist virtually any needs of fitness or wellness client.</p>	*
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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 *	
42	Do your warranties cover all products, parts, and labor?	Yes - See Attached	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The warranties are broken down by the category of the product and the type of setting it is going into.</p> <p>Over all we offer one of the best inclusive, standard warranties in the industry that covers wear and tear items.</p>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	See attached for details. Prior authorization is needed for all warranty claims.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>No.</p> <p>Our customer service department will assist and arrange service through our service providers.</p>	*
46	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?	Each manufacturer is responsible for their own warranties. However, our network of service technicians are typically also certified various other manufacturers also. In which case they possibly could perform work on other products.	*
47	What are your proposed exchange and return programs and policies?	<p>Orders cancelled after shipment [or after start of production for custom orders] are subject to a 20% restocking fee. No refunds on shipping and/or installation costs. Returned items must be in original box in unopened condition. Terms and Conditions of Sale which appear on a purchaser's document (including Purchase Orders) which are inconsistent with these terms shall be voided. All invoices will be US dollars and will reflect the exchange rate at the time of shipment. Fax or email signed proposal to accept. Proforma invoice will be issued with finalized detail and delivery dates.</p> <p>The SportsArt customer service team will determine by a case by case if an item is defective and an RMA will be issued at that time.</p>	*
48	Describe any service contract options for the items included in your proposal.	Quoted case by case.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 with approved credit.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Signed Order or PO is sent to sales rep Sales rep sends order to orders processing department. Orders processing department processed order, sends order confirmation to sales rep, customer and credit department Credit department collects payment or upon submittal of application terms are given Order gets released to warehouse Warehouse ships product Tracking number is made available Invoice is recorded and sent to Sourcewell as instructed.
52	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.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see attached pricing schedule. Discount indicated is minium discount. Based on product, quantity, etc quote will be given.
54	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.	35-45%
55	Describe any quantity or volume discounts or rebate programs that you offer.	Please see attached pricing schedule. Discount is determined by the specific product, quantity, etc to ensure the most competitive rate is given.
56	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.	Items below and misc accessory style items can be obtained and offered through our other industry partners. Various styles of weights, medicine balls, weighted balls, resistance tubing, dumbbell racks, kettlebells, fitballs, mats, yoga mats
57	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.	Freight, installation, onsite training, non warranty service is all quoted at request or as the project requires. Access fees that are charged by the freight carriers, etc are also not included.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping, delivery and installation is quoted by the specific project. A site report is typically required for any installation.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, delivery and installation is quoted by the specific project. A site report is typically required for any installation.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We work with national companies that can perform logistic, service and installation. We quote per the project to ensure the customer is getting the most competitive rate possible.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	Dedicated staff will be put in place to administer contract and quoting needs.
63	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.)	Not to exceed 2% of products sold. Typically freight and installation is not included.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	SportsArt is a manufacturer and supplier of cardiovascular, medical, strength and performance equipment including but not limited to, treadmills (motorized and non motorized), recumbent bikes, upright bikes, spin bikes, group cycling bikes, steppers, cross trainers, ellipticals, alternative trainers, upper body ergometers, medical treadmills, medical bikes, selectorized strength, free weight, dual function, plate loaded and functional trainers.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Medical Products- treadmills, cycles, ellipticals, cross trainers, alternative trainers, etc. EcoPowr- Cardiovascular products Accessory Items - such as dumbbells, kettlebells, olympic weights, weight racks, weight storage racks, medicine balls, ropes, resistance bands or tubing, exercise style mats, equipment mats

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

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

Line Item	Category or Type	Offered *	Comments
66	Individual or group cardio training equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
67	Individual or group strength, agility and mobility training equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
68	Equipment and accessories for vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
69	Integration of technology with offered fitness equipment or accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
70	Online or virtual fitness programming	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. SAWell+, Senza Journeys
71	Installation or design services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
72	Equipment maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	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.	If awarded the Sourcewell contract, we can track all quotes (wins, losses, quoting stage, etc) in our CRM (SalesForce). We can also track metrics of inbound inquiries, etc via Hubspot and other tools we utilize. In addition, we would be able to track invoiced sales.
74	Describe how your offering complements, assists, or provides value to improving health and activity initiatives.	Providing a way to preserve the planet through our operations as a global brand is of the utmost importance to SportsArt. With offices around the world servicing 80 countries, SportsArt believes it is our duty to use our vast reach to encourage sustainable and renewable practices from manufacturing to the equipment in use. We strive to create a network of like-minded partners focused on inspiring positive social impact and stewarding the beautiful world we have been given. Movement is energy. Every step, pedal, and stride we take is generating the potential to power a movement. At SportsArt, we move to ignite a connection between creating healthy bodies and a healthy environment. Because when we move, we change the world—one workout at a time.
75	Describe your offering of virtual programming, training or integration (i.e. app based, pre-recorded, live, etc.).	Our product development team is continuously working on this growing trend. Currently we have SAWell+, SENZA, SENZA Journeys. LifeStyle Programming, Interval Training, 9 week 5K Trainer, Various Glute & Hill Programs, 5 x Heart Rate Programs, 22 dedicated Fitness Tests as well as the end user can utilize their own choice of technology as our products have charging stations, etc to integrate without dampening the quality and longevity of the product.

76	Describe the serviceability of the products included in your proposal (parts availability, technical support, etc.).	Our customer service team is readily available by phone, email, or our contact us page. We stock parts in our Mukilteo, WA office. We are a vertically integrated manufacturer so that means we have control over our supply chain and not reliant on 3rd party suppliers.	*
77	Describe the unique design, features, or attributes of the equipment and accessories offered in your proposal.	<p>Leveraging over 40 years of innovative design and manufacturing excellence, SportsArt is an established leader in the fitness industry. The company consistently seeks to advance industry standards, positioning itself as one of the most creative manufacturers of premium quality fitness, medical and performance equipment. SportsArt is one of the largest single brand manufacturers in the world and is sold in over 70 countries worldwide. With over 500,000 square feet of state-of-the-art manufacturing space, SportsArt designs, manufactures and tests all equipment to rigorous quality standards. With hundreds of patents worldwide for innovation technologies, such as the award winning ICARE™ system or the newly relaunched ECO-POWR™ Series, SportsArt is the leading green fitness partner, developing products that are instrumental to rebuilding and sustaining lives.</p> <p>Using innovation and technology to make the best fitness equipment, SportsArt technology is advanced, from factory to final product. Robotic welders, computerized inventory management, multiple computerized powder coat lines, and an atmosphere control room for electronic testing are used in the SportsArt factory. These technological innovations ensure a consistent, quality product. Conducting business worldwide requires a commitment to product quality and safety. In addition to ISO 9001 quality certification, ISO 14001 certification for environmentally sound practices, and ISO 13485 Certification for Quality Managements Systems, SportsArt products are also CE and ETL-C approved. SportsArt has won industry awards for our unwavering support of commercial fitness dealers. Our commitment to service means your SportsArt equipment will be installed and set up by authorized, qualified dealers and service technicians. And, in the event that a SportsArt product needs service, authorized dealers and/or authorized service providers are available to provide service in order to maintain your warranty. Our products are backed by one of the best standard warranties in the industry.</p>	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

1. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

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

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

- [Financial Strength and Stability](#) - SA Info.pdf - Monday August 10, 2020 16:30:27
- [Marketing Plan/Samples](#) - Sourcewell Marketing Plan.pdf - Saturday August 08, 2020 18:12:58
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Card And Cost Of Ownership.pdf - Thursday August 06, 2020 17:20:39
- [Pricing](#) - Sourcewell Pricing Schedule And Explanation.pdf - Saturday August 08, 2020 18:12:37
- [Additional Document](#) - SA Presentation 82020.pptx - Friday August 07, 2020 16:20:13

Proposer's Affidavit

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:
 - a. 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>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or
- c. 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. - Kimberly O'Laughlin, R. Sales Manager, SportsArt Inc

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120 Wed July 15 2020 04:30 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120 Wed July 1 2020 01:29 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120 Fri June 26 2020 01:28 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120 Tue June 23 2020 04:09 PM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT #081120-SPA**

THIS AMENDMENT is by and between **Sourcewell** and **SportsArt America Inc.** (Vendor).

Vendor was awarded a Sourcewell Contract for Fitness Equipment with Related Accessories and Services effective September 29, 2020, through October 1, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance, Subsection A. Requirements, Item 5 Network Security and Privacy Liability Insurance of the Original Agreement is deleted in its entirety.

Remainder of page intentionally left blank.

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/1/2021 | 8:56 PM CST

SportsArt America Inc.

DocuSigned by:
By: Kimberly O'Laughlin
Authorized Signature 5774C81173DA438...

Kimberly O'Laughlin
Name – Printed

Title: Sales Manager

Date: 3/1/2021 | 5:14 PM PST

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/2/2021 | 6:22 AM CST