



**Solicitation Number: RFP#071819**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Palos Sports Inc., 11711 S. Austin Avenue, Alsip, IL 60803(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 its members. Participation is open to all levels of governmental entity, 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 its Members (Members).

**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 3, 2023, 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 Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **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 Member 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 Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers 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.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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 Members. Members 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.

Sourcwell 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 Member 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 Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Members.

#### **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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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 Member's use of this Contract is at the Member's sole convenience and Members 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 membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members 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 Member policies and procedures, and all applicable laws.

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member 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 Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

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

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member 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 Member 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 PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member 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 Member inquiries; and
- Business reviews to Sourcwell and Members, 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 members, 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;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member 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 Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. 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 forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell 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, Sourcwell 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 thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell'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 Sourcwell 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, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, 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 six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member 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. INTELLECTUAL PROPERTY**

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

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **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.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **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 thirty (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 Members 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 Member 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). 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).

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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, 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 thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (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 name Sourcewell and its Members, 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 status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **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 any Member. 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**

Members 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. Members 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 Member 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 three (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 sixty (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. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 9/23/2019 | 4:47 PM CDT

Palos Sports, Inc.

DocuSigned by:  
By: Amy Gallagher  
C1FFB2CC3CD846D...  
Amy Gallagher  
Title: Bid Coordinator  
Date: 9/23/2019 | 3:17 PM CDT

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 9/23/2019 | 4:20 PM CDT



# RFP #071819 - Athletic and Physical Education Equipment and Supplies with Related Accessories

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## Vendor Details

Company Name: Palos Sports, Inc.  
Address: 11711 S. Austin Avenue  
Alsip, IL 60803  
Contact: Amy Gallagher  
Email: bids@palossports.com  
Phone: 708-396-2555  
Fax: 877-800-5973  
HST#: 36-2410654

## Submission Details

Created On: Thursday June 13, 2019 09:59:04  
Submitted On: Thursday July 18, 2019 11:24:33  
Submitted By: Amy Gallagher  
Email: bids@palossports.com  
Transaction #: 07fc0099-5ad5-4ca5-962e-3e52287f2654  
Submitter's IP Address: 96.84.109.170

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## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Palos Sports, Inc.
2	Proposer Address:	11711 S. Austin Avenue Alsip, IL 60803
3	Proposer website address:	www.palossports.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):	Amy Gallagher Bid Coordinator 11711 S. Austin Avenue Alsip, IL 60803 agallagher@palossports.com 800-233-5484
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy Gallagher Bid Coordinator 11711 S. Austin Avenue Alsip, IL 60803 agallagher@palossports.com 800-233-5484
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ray Dunne Bid Coordinator 11711 S. Austin Avenue Alsip, IL 60803 rdunne@palossports.com 800-233-5484

### Company Information and Financial Strength

Line Item	Question	Response *
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>Palos Sports is a supplier of Athletic and Physical Education Equipment and Supplies to over 500,000 individuals, schools, YMCA's, park districts, and other recreational groups nationwide through the years. We strive to provide expert advice, individual attention, and quality equipment to every one of our customers who has helped us prosper from a two-man hobby shop to a nationwide store. Our mission is to supply physical educators, fitness professionals, coaches and recreation directors with a variety of innovative sports and fitness equipment, activities and the knowledge that will make their programs both impacting and successful. Since 1957, Palos Sports has built and maintained a business that prizes excellence, not only in the practice of customer service, but also in the responsibility to the communities in which our staff live and work. We are proud of our core values and the level in which our staff has embraced them. Our core values: Dedicated, Spirited, Knowledgeable, Resourceful, Compassionate, and Innovative support the vision of Palos Sports, allowing us to provide our customers with the best customer care. See attached copy of our Core Values – Document 1.</p> <p>In 2017, Palos Sports was acquired by School Health Corporation, a full-service provider of health supplies and services. Please see the official press release attached - Document 2, in addition to brief history of School Health Corporation – Document 3. With Palos Sports joining the School Health team we will be able to leverage the knowledge and experience of working with Sourcewell members. We will have the ability to offer a broad range of products and solutions to Sourcewell members.</p> <p>For 62 years, Palos Sports has been dedicated to providing the tools to promote a healthy fitness lifestyle. We are proud of the Palos Sports reputation for providing competitive prices, friendly service, and speedy delivery. Palos Sports goes beyond supplying products by providing product support, training, advisory services and exceptional customer service. We look forward to servicing Sourcewell Members for many years to come. We believe the acquisition of our company expands our resources giving members a greater product selection and adding to services we can provide to members.</p>

<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>Palos Sports partners with over 400 vendors to provide extensive product selections and solutions for the physical education and athletic equipment market. With the support of our parent company, School Health, we will leverage additional athletic training and sports medicine products and solutions to expand the scope of our offerings. Our expanded product offerings will offer both convenience and efficiency for Sourcewell Members. We work with some of the leading manufacturers in the industry, including: Wilson, Spalding, Jaypro, Porter Athletic, Bison, Gared, Mikasa and Tachikara to provide both innovative and high quality products to our customers.</p> <p>Palos Sports offers over 5,000 quality products at competitive prices. Palos Sports provides a vast selection of both equipment and instructional tools to our customers. We are a national supplier of physical education equipment and supplies, including: Adaptive PE Equipment, Agility, Archery, Audio, Awards, Badminton, Balance, Ball Bags &amp; Carts, Baseball/Softball , Basketball , Bean Bags , Bleachers &amp; Benches , Board Games, Books, Bosu Training , Bowling, BRAINball , Broomball , Canopies , Chairs , Character Education, Classroom Activities, Climbing, Coaches' Aids, Cones &amp; Markers, CPR , Dance, Discs &amp; Disc Golf, Dodgeballs, Electronics, 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, Games &amp; Activities, Golf, Group Games, Gymnastics ,Heart Rate Monitors, Hoops, Hydration, Inflators, Juggling, Jump Ropes, Lacrosse, Locks, Martial Arts &amp; Boxing, Mats, Megaphones, Movement, Nutrition, Paddle Games, Parachutes, Pedometers, Pickleball, Pinnies &amp; Vests, Playballs, Playground Equipment, Racquetball, Rhythmic Play, Ride Ons, Scales, Scooters, Scoreboards, Scrimmage Vests, Soccer, Speed Stacks, Standards, Stopwatches, Swimming &amp; Water Polo, Table Tennis, Teacher Resources, Team Building, Tennis, Tetherball, Timers, Toss Games, Track &amp; Field, Volleyball, Wall Mats, Whistles &amp; Lanyards and Yoga Equipment. Please see Document 4 showing our product categories.</p> <p>Palos Sports has the exclusive rights to sell BRAINball™ in the United States. BRAINball™ is an innovative and unique physical education learning system that merges physical activity and academic learning through play. Please see Document 5 for more information on the BRAINball™ System. BRAINball™ is broadly adaptable across elementary and secondary grades, and while an excellent tool for physical education, it is also perfect for use in the classroom, after-school, recreation and sports programs. BRAINball™ was created by: Andrzej Rokita PhD, Tadeusz Rzepa PhD and Marek Nowicki. BRAINball™ was Developed by: Andrzej Rokita PhD, Ireneusz Cichy PhD, Sara Wawrzyniak PhD from The University School of Physical Education in Wroclaw, Poland. See Document 6 to view a BRAINball™ lesson sample and Document 7 to view BRAINball™ research.</p> <p>Our staff is knowledgeable on product offerings and can help members find the right equipment that best fits their budget. Our services include product consultation, online training, CEU's and certification and professional development workshops. Palos Sports offers free K-12 Professional Development Workshops presented by National Presenter Tim Taggart, see Document 8. Our team meets with manufacturers regularly to keep up on the latest products we can offer to the physical education and athletic equipment markets. We are a proud vendor for many State/Local Governments, Public and Private Education customers and many non-profit agencies nationwide. Palos Sports strives to provide the best possible experience in all areas of our company, and Sourcewell Member's satisfaction is very important to us.</p>
<p>9</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award our expectation is to develop relationships by means of effective communication, marketing and building a foundation with new and existing Sourcewell members. Palos Sports will lead with our contract to members when at all possible. We will encourage nonmembers to sign up and leverage the products and solutions we can offer through our contact and extensive product offerings. Our goal is to provide top-notch customer service and quality products to Sourcewell Members at competitive prices. Helping members find the right supplies and equipment appropriate to their needs and budget. With our wide range of product offerings we will be able to engage with more members to leverage the contract. With the support of our parent company we will be able to provide punch out capabilities making it easier for members to make purchases.</p>
<p>10</p>	<p>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>	<p>Please review the attached information demonstrating our strength and stability in the market.</p> <p>CONFIDENTIALITY NOTE: The information transmitted, including attachments, is intended only for the submission of this bid and is confidential material that is NOT for public viewing.</p>

11	What is your US market share for the solutions that you are proposing?	<p>Expenditures on Physical Education Supplies in the U.S Education market are not tracked by any national research firms and it can be challenging to identify accurate market share figures. Physical Education and Athletic Equipment supplies is not a large enough spend to be identified separately in most school districts budgets. Palos Sports has primary divisions including: Physical Education, Adapted Physical Education, Athletics and Fitness, Sports Medicine and Awards. Palos Sports has been selling in this market for 62 years and we compile and analyze multiple data points from our internal records, suppliers and government statistics to estimate our market share in our main segments. We believe that we are one of the top 4 companies in the physical education market and that we have a 10% market share.</p> <p>These are our estimates in the PreK–12 Education Market:</p> <ul style="list-style-type: none"> <li>- Physical Education: 10%</li> <li>- Sports Medicine: 8%</li> <li>- Adapted PE/Special Education: 3%</li> <li>- Athletics/Fitness: 2%</li> <li>- Awards: 2%</li> </ul>
12	What is your Canadian market share, if any?	Palos Sports does see great opportunity in the Canadian Market. However, as of today our sales in Canada are less than 1% of our total sales. With our parent company's expansion with an office and sales presence in Canada we feel we can grow in the Canadian market.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No- Palos Sports has not petitioned for bankruptcy protection.
14	<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>Palos Sports is best described as option "a". Palos Sports is a distributor of over 5,000 products in our current catalog. Palos Sports partners with over 400 vendors to provide extensive product selections and solutions for the physical education and athletic equipment market. We work with some of the leading manufacturers, including: Wilson, Spaulding, Jaypro, Porter Athletic, Gared, Mikasa and Tachikara to provide innovative and high quality products to our customers. We are also a service provider for the products we offer providing full solutions for members through product consultation, online training, CEU's and certification and professional development workshops. Palos Sports is not a manufacturer, however, we do work closely with our manufacturers and have full service capabilities. Please see attached for "Authorized Distributor" letters from various vendors titled – Document 9.</p>
15	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.	Palos Sports maintains all necessary certifications required to do business in the United States. We are an approved vendor for many school district nationwide. We are current and in good standing or working on compliance in any states in which we are required to file sales tax and business registrations. Please see - Document 10 with supporting documentation.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not Applicable- Palos Sports does not have "Suspension or Disbarment" information to report.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Palos Sports has primary divisions including: Physical Education, Adapted Physical Education, Athletics and Fitness, Sports Medicine and Awards. Within these categories we service over 20,000 customers annually in Early Childhood, K-12, Higher Education, State/Local Governments and Not-for-Profit Agencies nationwide.</p> <p>Our subcategory list includes:</p> <ul style="list-style-type: none"> <li>-Adaptive PE Equipment</li> <li>-Agility</li> <li>-Archery</li> <li>-Audio</li> <li>-Awards</li> <li>-Badminton</li> <li>-Balance</li> <li>-Ball Bags &amp; Carts</li> <li>-Baseball/Softball</li> <li>-Basketball</li> <li>-Bean Bags</li> <li>-Bleachers &amp; Benches</li> <li>-Board Games</li> <li>-Books</li> <li>-Bosu Training</li> <li>-Bowling</li> <li>-Braces Equipment</li> <li>-BRAINball</li> <li>-Broomball</li> <li>-Canopies</li> <li>-Chairs</li> </ul>

- Character Education
- Classroom Activities
- Climbing
- Coaches' Aids
- Cones & Markers
- CPR
- Dance
- Diagnostic & Screening Equipment
- Discs & Disc Golf
- Dodgeballs
- Educational Aids & Resources
- Electronics
- 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
- Games & Activities
- Golf
- Group Games
- Gymnastics
- Heart Rate Monitors
- High School Packages and Programs
- Hoops
- Hydration
- Hydration & Nutrition
- Infection Prevention
- Inflators
- Juggling
- Jump Ropes
- Kits & Bags
- Lacrosse
- Locks
- Martial Arts & Boxing
- Mats
- 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
- 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 Games  
 -Track & Field  
 -Volleyball  
 -Wall Mats  
 -Whistles & Lanyards  
 -Wound Care & Infection Prevention Supplies  
 -Yoga

## Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Below is a list of some industry recognition that Palos Sports has received in the past five years: - Illinois Association for Health, Physical Education, Recreation & Dance Professional Associate Award - Special Olympics of Illinois Strategic Partnership Award In addition, our parent company School Health has received numerous industry awards and recognition.
19	What percentage of your sales are to the governmental sector in the past three years	2018: 11% 2017: 14% 2016: 16%
20	What percentage of your sales are to the education sector in the past three years	2018: 72% 2017: 72% 2016: 71%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	BuyBoard Awarded Contracts: 583-19 & 512-16 Sales: 2018: \$292,894.05 2017: \$209,214.55 2016: \$142,100.62  In addition to BuyBoard, we are currently not leveraging or reporting the following contracts:  The Interlocal Purchasing System (TIPS) Awarded Contracts: 170204 & 180803  Education Data Service (EDS) Newly Awarded Awarded Contracts: 9273 & 9274  Massachusetts Higher Education Consortium(MHEC) Newly Awarded Awarded Contract: B14
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Awarded Contract: GS-03F-0183X Sales: 2018: \$82,800.26 2017: \$111,219.28 2016: \$133,720.56

## References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Special Olympics Illinois *Please see Document 11 Attached	Jen Marcello	630-200-7693
Stockton USD Rio Calaveras Elementary *Please see Document 11 Attached	Anthony Cook	209-479-1692
West Aurora School District 129 *Please see Document 11 Attached	Todd Gingerich	630-301-6562
South Park School District South Park Middle School *Please see Document 11 Attached	Bob Brill	412-655-3111
Long Prairie Grey Eagle School District *Please see Document 11 Attached	Erin Sabyan	218-330-3719

**Top Five Government or Education Customers**

**Line Item 24. 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 Park District	Government	Illinois - IL	Supplier of athletic and recreational equipment and supplies to over 600 individual parks within the Chicago Park District.	2018: \$722,766.60 2017: \$634,384.20 2016: \$567,161.55	\$1,924,312.35
Chicago Public Schools	Education	Illinois - IL	Supplier of physical education and athletic equipment to Chicago Public Schools which is made up of approximately 600 schools.	2018: \$272,538.27 2017: \$193,132.00 2016: \$210,681.39	\$676,351.66
Lincoln-Way Community High School District 210	Education	Illinois - IL	Supplier of physical education and athletic equipment.	2018: \$37,294.45 2017: \$83,015.25 2016: \$39,569.93	\$159,879.63
Cicero School District 99	Education	Illinois - IL	Supplier of physical education and athletic equipment.	2018: \$53,768.91 2017: \$51,617.23 2016: \$34,015.98	\$139,402.12
Northside Independent School District	Education	Texas - TX	Supplier of physical education and athletic equipment. Northside ISD made up of 120 schools.	2018: \$37,425.02 2017: \$87,345.28 2016: \$12,512.17	\$137,282.47

## Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	Sales force.	<p>Palos Sports sales force consists of 6 inside and outside account managers. We also have a national account manager in addition to a senior director of our sales staff. Our sales managers are dedicated to providing expert advice and training to our sales staff that will work directly with our customers. Our customer care team consists of a full team of devoted experts putting the needs and requirements of our customers first. Our customer care team is often the first contact our customers will have with our company. Palos Sports is also unique in the fact that we do not use an automated phone system. Our customers are greeted during our regular business hours by a friendly member of our customer care team. This allows us to work with our customers both quickly and efficiently.</p> <p>With the support of our parent company, School Health, our sales force is designed for coverage across the United States adding an additional 20+ inside/outside account managers that are dedicated to the support of Sourcewell members from the entire ordering process in addition to product support and training. Please see Document 12 for a copy of our sales territory map.</p> <p>We manage our meetings, opportunities and contacts through Salesforce. Salesforce a cloud based CRM that will allows us to connect within our company and with our customers more effectively and efficiently. Salesforce also allows us to build reports, which another helpful tool for compliance with sales reporting.</p> <p>We participate in weekly sales meetings within Palos Sports office. We also participate in a monthly sales meeting with our parent company School Health. School Health also hosts a National Sales meeting once a year that both School Health and Palos Sports account managers attend. This meeting typically spans three days and allows for our sales staff to meet with our vendor partners. The goal is to educate our team on our products and offerings. Palos Sports takes pride in our superior customer care, our well trained staff allows for a positive customer experience.</p>
26	Dealer network or other distribution methods.	<p>Although Palos Sports is described as a distributor, with the support of our parent company, School Health, our alignment with Strategic Partners will allow Sourcewell members to obtain a variety of products and support through our distributorship along with the focus and attention of key manufacturers. Our strategic partners are an extension of our sales and service teams adding additional support and coverage for Sourcewell members providing them with expertise and resources. Our Strategic Partnership with Cardiac Science, a supplier providing AED's, will allow us to provide resources for life-saving devices to Sourcewell Members.</p>
27	Service force.	<p>Through the support of our parent company, School Health, Palos Sports can service members through our service and repair center at our headquarters building. Please see flyer attached Document 13.</p>
28	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>Palos Sports has a Customer Care team that is devoted to supporting our customers Monday-Friday 7am-5pm CST. Our Customer Care team can connect with customers via phone and email. During our regular business hours our phones are answered by a live customer care representative, allowing us to support our customers in a timely fashion. Our goal is to respond to our customers within 24 business hours for any email inquiries. Orders that are placed before 12pm CST often ship the same day if items are in stock.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Not Applicable
30	Identify any Sourcewell Member 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?	Not Applicable
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>Orders shipping to Hawaii, Alaska and the US Territories require a freight quote. Shipping costs are determined by the products being ordered in addition to the shipping location. Orders that are shipping to these areas may incur longer shipping times.</p>

## Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<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>Palos Sports supplies over 20,000 physical education, recreation and athletic items to individuals, schools, YMCA's, park districts, and other recreational groups nationwide.</p> <p>Our marketing plan will include the following:</p> <p>Printed Materials: Palos Sports publishes 3 catalogs yearly for the markets we serve. Our main catalog is published in January of each calendar year and it is main choices for professionals in the athletic and physical education markets. This catalog has an average of 350 pages and carries 95% of our product offerings. This catalog is sent out to approximately 350,000 people yearly. Our Xtreme Fit catalog has a focus on our fitness equipment offerings and consists of approximately 55 pages. This year we launched our Adapted PE catalog. This catalog is made up of 29 pages and features our Adapted PE products that will provide professionals with equipment choices for inclusive physical education. Palos Sports also creates flyers and postcards for customer promotions throughout the year. We will leverage our product print ads and include our Sourcewell contract as necessary.</p> <p>Online: Palos Sports offers a user-friendly website that features 100% of our product offerings. Our website offers members the flexibility to shop 24/7. Orders are processed on the next business day, if the order is placed outside of our normal business hours. Our website is also environmentally friendly when it comes to advertising/marketing and promoting our contract. Our awarded contract will be highlighted on the palosports.com website. We will also create a custom landing page that will outline the benefits of being a Sourcewell Member, the ordering process, our product offerings and cost savings to members.</p> <p>Email Marketing: Palos Sports utilizes email campaigns as it has been proven itself effective for building strong customer relationships. The market we serve is often faced with time constraints and this had been seen as a valuable tool to communicate effectively with our audience. Email marketing if another great way we can promote our contact and share the benefits of the Sourcewell contract.</p> <p>Conferences and Tradeshow: Palos Sports attends over 30 conferences, tradeshow and workshops throughout the year. This gives us the opportunity to engage with the market we serve. Attending conferences, tradeshow and workshops allows us face time with our customers allowing us the opportunity to show our products and get valuable feedback from our customers. This is also a great opportunity to promote our contract and encourage membership to nonmembers outlining the advantages that Sourcewell can bring to their organization. Our Parent company attends over 200 shows annually and with their support we will have the benefit of cross marketing to support our contract.</p> <p>Attached are representative examples of the marketing materials we intend to use if awarded this contract.</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Palos Sports technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness is as follows:</p> <p>Website: Advanced search features, ability to place orders or request quotes online, save cart feature, catalog requests, FAQ's, product videos and the most up to date product information, PO upload capabilities.</p> <p>Social Media: We are currently on Facebook, Twitter, and Instagram. Our goal on these platforms is to provide our customers with information that brings value to them, as well as being fun and interesting so that they want to share with others. We love to engage with our customers and social media has been a great way to do that.</p> <p>E-Mail: We also utilize our email list to connect with our customers. We send fun, informative, and valuable emails to our customers on a weekly basis. Customers that opt in to our list enjoy exclusive discounts, free lesson plans, and product spotlights to name a few.</p> <p>Blog: Our blog is focused on offering content that is significant to our customers. The technology available to build a blog has been essential in getting information out that is fun and easy to access and read.</p>
<p>34</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>Palos Sports will be the main promoter of this contract. However, we do feel it is equally important for Sourcewell to keep members informed on the contracts awarded. This is key since Sourcewell has built a great reputation with its members nationwide.</p> <p>We will integrate a Sourcewell-awarded contract into our sales process by developing a marketing strategy that promotes our contract among members. We find ways to leverage the awarded contract with end users. We will encourage Sourcewell Membership among non-members that could benefit by saving them both time and money.</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>Yes, with the support of our parent company School Health, we will have the ability to provide an ecommerce Sales Manager that manages and supports this process for end users. Please see Document 14 attached featuring a marketing piece that will help members with the ecommerce ordering options. This will be offered as a free service to Sourcewell members.</p> <p>With the guidance of School Health we will be able to offer e-procurement solutions that include PunchOut. School Health is already using PunchOut and this will be a seamless process for Palos Sports to add as an offering for order convenience. This solution will allow for easy ordering with a Purchase Order, Credit Card, P-Card or Ghost Card. We will also have the ability to offer PunchOut Catalog solutions to Sourcewell members. Offering these processes will allow for a simple buying process among members. Please see supporting Document 15 with the PunchOut process.</p>
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## Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Palos Sports goal is to provide the tools for a healthy lifestyle. We have a created online resources that offer lessons plans, visual aids and equipment lists. We also offer full day K-12 Professional Development Workshops provided by Palos Sports, in addition to product training and support from Palos Sports, School Health and our vendor partners at no additional charge to members.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Technological advances have allowed for educators and coaches to measure physical activity. These tools allow for instructors to set goals for their students and athletes. Our product offerings include heart rate monitors, body fat analyzers, pedometers and other wearable technologies that prove to be an effective way to promote fitness and health awareness among educators and students. These technologies also encourage improved healthy lifelong habits among students and athletes. Our team is always researching for improved technologies in our market to expand our product offerings. An example of a product we offer fitting this criteria is the Heart Zones USA Smart Heart System®. This system uses armband style sensors for heart rate training. Educators have the ability to generate reports that can be emailed to students, parents and other professionals. Users are able to wirelessly connect the sensors to iPads® for the ability to project on screens in gym or workout area so users can see their workout levels in real time. Please see attached Document 16 for more information on this wearable technology.</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>Palos Sports has built and maintained over the years a business that prizes excellence not only in the practice of customer service, but also in the responsibility to the communities in which our staff live and work. Our green policy is consistent with our commitment to good corporate citizenship and best management practices. Employees are educated on the benefits of reducing, reusing and recycling. Palos Sports offers a digital versions of our catalogs online in an effort to minimize material entering the waste stream. We also reduce materials entering the waste stream by communicating via email, recycling papers, producing double sided copies, recycling interoffice envelopes, file folders, boxes and packing materials. Florescent light bulbs are used throughout our building, thermostats are programmed for indoor temperature management to maximize energy savings and efficiency. A purified water filter faucet is used for all drinking water to avoid the disposal of individual bottles water. Pipes, sinks and toilets are inspected on a quarterly basis for leaks and ensure water efficiency. Our staff is encouraged to use recyclable lunch bags, refillable water bottles and reusable coffee mugs. We also encourage staff to carpool with other staff members is possible. We try to use freight consolidation when possible. This 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 less shipments and reduce costs associated with shipments while saving on energy consumption and fuel usage.</p> <p>The new headquarters for our parent company, School Health is a 121,000 square-foot facility that has been constructed to attain LEED certification, making it environmentally friendly both inside and out. Please see attached Document 17 for supporting details.</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>While Palos Sports does not hold any third-party issued eco-labels, ratings or certifications for the equipment or products included in our Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors we make efforts to partner with suppliers that do.</p> <p>We work with Ultimate RB for some of our rubber flooring offerings. Ultimate RB is one of the largest tire recyclers in the world making quality products that contain up to 96% post-consumer waste.</p> <p>We work with Aeromat and offer select products from their Ecowise line. Aeromat's Ecowise workout/fitness mat line is made with 100% Thermoplastic Elastomer which is 100% recyclable, free of latex, PVC and phthalates.</p> <p>We also work with CoverSports, offering their EnviroSafe gym mat as a environmentally friendly choice for our customers. These mats are contrasted from 60% recycled and 40% virgin polyester fiber.</p> <p>Please see Document 18 attached for more information on these product lines.</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.	While Palos Sports does not hold WMBE, Small Business Entity (SBE), or veteran owned business certifications we make efforts to partner with minority and women owed businesses when possible.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	One of our most unique attributes is that Palos Sports phone calls are answered by a live representative during our regular business hours. This allows members to get timely responses and solutions to questions and concerns. Palos Sports working together with School Health can cross sell to existing Sourcewell members seamlessly. Our combined in field and on the phone experts provide a unique supportive experience for members. Sourcewell members will also have a dedicated account team to ensure fast response time and familiarity with the contract.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Palos Sports does have the ability and is willing to provide eligible products and services to Sourcewell members in Canada.	*

## 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 *	
43	Do your warranties cover all products, parts, and labor?	<p>Yes, all products sold through the Palos Sports catalog are backed by our one year Palos Sports warranty and also the manufacturer's warranty. Some products offer an extended manufacturer's warranty and this is usually notated in our catalog.</p> <p>Palos Sports offers a 100% guarantee on our products. If after receiving your order, it is not what you expected, our customer care will gladly provide our customer with new merchandise or a refund. 99% of the time there will be no restocking fee. On certain occasions when dealing with higher priced items a 20% restocking fee may apply plus shipping charges to and from. Custom products including but not limited to Mats, Padding, Locks, Climbing Ropes, Folding Chairs and Stools are not eligible for return or exchange.</p> <p>Larger products that ship via freight carrier are highly susceptible to damage during transit. If there is notable damage please refuse the shipment from the freight carrier and contact our customer care department so we can coordinate a replacement shipment.</p>	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranties do not impose usage restriction or other limitations that adversely affect coverage.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Some repairs may be sent to our parent companies School Health's Service Department so travel time for technicians is not applicable. If a repair is required on site negotiations can be made between Palos Sports and the member directly.	*
46	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 Members in these regions be provided service for warranty repair?	Repairs are sent to the Palos Sports Service Department located in Alsip, IL or our parent company School Health's headquarters located in Rolling Meadows, IL. If a repair is required on site negotiations will be made to send a repairman to service on site based on the product, quantity, etc.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues for items made by other manufacturers are typically passed on to the original equipment manufacturer.	*
48	What are your proposed exchange and return programs and policies?	Palos Sports does except exchanges and returns for products for a one year period. Some products may carry an extended warranty which is noted in our catalog. Products must be returned in their original, resalable condition.	*
49	Describe any service contract options for the items included in your proposal.	Palos Sports offers a number of product related service options through our parent company School Health. The contracts would be managed through Palos Sports, but would be supported from our manufacturer.	*

## Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Palos Sports payment terms are Net 30.
51	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?	Through the support of our parent company, School Health, we can work with Universal Capital, Inc. and other providers for leasing opportunities.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell 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 Sourcwell Members' purchase orders.	<p>When an order comes in referencing the Sourcwell Contract Number a member of our Customer Care team will notate in our computer database, SX.e.</p> <p>Our computer system will automatically pull Sourcwell's contracted pricing and apply it to the order.</p> <p>We will use a unique code, 61164 to track all Sourcwell orders. We will enter this code on the order. This method allows for us to efficiently track any orders leveraged through the contract for compliance and reporting.</p> <p>Sourcwell members requesting, reviewing and placing orders through e-procurement will have pricing automatically default.</p> <p>We will follow our parent company's quarterly sales formatting and review.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell Members for using this process?	Yes, Palos Sports accepts P-card procurement as well as many other payment options to Sourcwell Members'. There is no additional cost to Sourcwell Members for using this process.

## 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 *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>To best serve Sourcwell members we will offer 13% off and "ceiling pricing" from our catalog list prices.</p> <p>This pricing structure will allow for negotiation on larger opportunities offering the most competitive option to Sourcwell members.</p> <ol style="list-style-type: none"> <li>1. 13% discount and Free Freight on orders over \$125.00</li> <li>2. Non- Discountable items with Free Freight</li> <li>3. Select items, 13% plus freight. The member must contact us for a freight quote.</li> </ol> <p>Select products are not eligible for discounts or free shipping as these are very large, heavy items with varying freight based off shipping location and therefore will have freight added.</p> <p>Our catalogs are updated annually and pricing changes take effect on January 1st of each calendar year. A new pricelist will be provided to reflect the 13% off list/catalog pricing. We will also update ecommerce pricing accordingly for punch out and online to reflect any price changes.</p> <p>Please see the document attached titled "Pricing" with our product offering and contract pricing included in the catalog discount. Within the spreadsheet there are some products excluded from the discount. These products are eligible for purchase through the contract, with contract benefits, but at non-discounted prices. Please see Document 19 for an exclusions list.</p> <p>New "sourced" items through existing partner vendors can be added and the above pricing model will apply to these products.</p>
55	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>To best serve Sourcwell Members Palos Sports has decided on providing a percentage discount with ceiling pricing and potentially can be further lowered for larger opportunities.</p> <p>Our overall discount reflects 13% off our catalog pricing. Select products are not eligible for discounts or free shipping as these are very large, heavy items with varying freight based off shipping location and therefore will have freight added. These SKU's affected will be listed. Palos Sports is also proposing select "non-discountable" items. These products will reflect catalog price without the 13% discount, but still receive free freight per the contract.</p>

56	Describe any quantity or volume discounts or rebate programs that you offer.	Our pricing will allow customers to submit quantity bids under contracts and take advantage of volume discounts based on the opportunity.	*
57	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.	Palos Sports consistently reviews and tests new products that are age and grade appropriate and meet the requirements of curriculum based PE programs. The vast knowledge of our purchasing department allows us to source products from overseas and stateside in order to meet the increased needs of our customers. When a customer needs a specific item that we currently do not carry we will find a source in order to get it for them. We will try to provide them with multiple solutions to best fit their needs and provide detailed information about the proposed products.	*
58	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.	The pricing structure proposed is inclusive of standard freight charges. Sourcewell Members receive free freight on orders of \$125.00 and higher with the exception of select products excluded from our free freight policy. This excludes orders shipping to Alaska, Hawaii, Canada, or any offshore delivery. Expedited shipping services, such as Next Day Air, Second Day Air or Three Day Select or Accessorial charges on truck shipments, such as inside delivery or Lift Gate Service are available for an additional charge. Please contact Our Customer Care Department for a quote. Installation may be available on some products for an additional charge.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Sourcewell members receive free freight on orders of \$125.00 or higher. For orders under \$125.00 a freight charge of \$12.95 will be applied per order.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Delivery Terms: Alaska, Hawaii, Canada, or any offshore orders – Contact Palos Sports Customer Care Team. A representative will work with our shipping department to determine the best rate and service available based on shipping weight and destination. Our Customer Care Department will contact the member with a quote. Expedited shipping is available and may carry additional charges.</p> <p>Return Policy: Palos Sports offers a 100% guarantee on our products. If after receiving your order, it is not what you expected, our customer care will gladly provide our customer with new merchandise or a refund. 99% of the time there will be no restocking fee. On certain occasions when dealing with higher priced items a 20% restocking fee may apply plus shipping charges to and from. Custom products including but not limited to Mats, Padding, Locks, Climbing Ropes, Folding Chairs and Stools are not eligible for return or exchange.</p> <p>Claims: Larger products that ship via freight carrier are highly susceptible to damage during transit. If there is notable damage please refuse the shipment from the freight carrier and contact our customer care department so we can coordinate a replacement shipment.</p>	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Palos Sports can offer various unique distribution and/or delivery methods to Sourcewell members as follows:</p> <p><b>Delayed Shipping:</b> Working with a large number of schools, this option ensures delivery will not be attempted during a schools closure. With this method the member would select 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><b>Local Delivery/Pick-up:</b> Palos Sport has our own delivery van that can make same day local deliveries in the Chicagoland Area for in stock merchandise. Palos Sports also has a showroom, available for same day order pick-up.</p> <p><b>Freight Consolidation:</b> We try to use freight consolidation when possible. This 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 less shipments and reduce costs associated with shipments while saving on energy consumption and fuel usage.</p> <p><b>24 Hour Shipping:</b> Most orders will leave our warehouse within 24 hours, with the exception of drop shipped items. After an order leaves our warehouse, it could take 1-5 business days for arrival depending on your location. Please see Document 20 attached to view our ground delivery map to see the estimated amount of days it will take for delivery from our Illinois warehouse.</p> <p><b>Inventory Control:</b> Palos Sports has a dedicated Inventory Control Department that focuses on replenishing and forecasting our inventory levels.</p>
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**Pricing Offered**

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

**Audit and Administrative Fee**

Line Item	Question	Response *
63	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 Members 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.	Palos Sports will maintain full and complete records of all sales made to Sourcewell members. Our team will provide detailed contract sales reports on a quarterly basis and pay administrative fees as required. With the support of our parent company we have implemented a system to provide accurate coding of customers and contracts.
64	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.)	Palos Sports proposes a 2% administrative fee payable to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a contract.

**Industry Specific Questions**

Line Item	Question	Response *
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65	<p>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>	<p>If Palos Sports is awarded a contract below are some of internal metrics that will be used to measure whether we are having success with the contract:</p> <p>Sales Revenue: We will track our sales revenue on a monthly, quarterly, and annual basis to show whether our sales are increasing/declining to Sourcewell members.</p> <p>Number of Sales: Palos Sports will track the number of sales with a detailed sales reports on a monthly, quarterly, and annual basis to track the number of sales to Sourcewell members.</p> <p>Marketing Expenses: Palos Sports will track the costs associated with marketing to Sourcewell members. This will allow us to track the results of our marketing initiatives to Sourcewell members.</p> <p>These are a few examples of how we will track to see if we are having success with the contract. If we see our revenue and number of sales drop we will determine the source of the issue and resolve it.</p> <p>Palos Sports uses Salesforce a CRM software, which offers us reporting tools to help us better understand our data. Salesforce offers reports and a dashboard for us to view our metrics and performance. We also use Brio Software to run data analyses. Both software programs will help us to achieve our success and goals with the Sourcewell contract.</p>
66	<p>Do you have an on-line purchasing portal? If so, please describe your online ordering process, purchase approvals/tracking, payment options, reporting and monitoring (For example, can a member track spending by staff members, can a member put limits on purchases, can a member be invoiced, etc.)</p>	<p>Our website <a href="http://www.palossports.com">www.palossports.com</a> provides Sourcewell Members with a user friendly on-line purchase portal. Once the member places the order, Palos Sports generates a pending order. Each order is identified by a unique Order # and generates a unique URL. With a successful order submittal an order confirmation is automatically generated and emailed to the member for their records. A copy is also emailed to our customer care team that is dedicated to our on-line orders.</p> <p>Payment is collected at the time the order is placed, we accept Visa, MasterCard, American Express or Discover. The member's credit card is authorized for the amount of the purchase at the time the order is placed. We use Authorize.net to manage our online business transactions. Our current system does not allow members to put limits or track purchases. Many of our K-12 Education customers prefer to order with a purchase order. Our system allows members to attach a copy of the purchase order at the time of ordering and bypass the credit card process.</p> <p>Our customer care team member locates the order under "Pending Orders" in the administrative panel.</p> <p>The order is then retrieved and printed. The printed order is manually entered into our database system SX.e. At this point stock is reserved for the member. Once the order ships a tracking notification will be emailed to the member.</p>
67	<p>Describe any curriculum or lesson plan materials that you offer related to the equipment or products included in your proposal.</p>	<p>Palos Sports offers free full day K-12 Professional Development Workshops. All games used in these workshops are in accordance with state and national standards.</p> <p>Palos Sports has the exclusive rights to sell BRAINball™ in the United States. BRAINball™ is an innovative and unique physical education learning system that merges physical activity and academic learning through play. Please see Document 5 for more information on the BRAINball™ System. BRAINball™ is broadly adaptable across elementary and secondary grades, and while an excellent tool for physical education, it is also perfect for use in the classroom, after-school, recreation and sports programs. See Document 6 to view a BRAINball™ lesson sample and Document 7 to view BRAINball™ research.</p> <p>Palos Sports has also created online resources that offer lessons plans, visual aids and equipment lists for PE Teachers. We have a dedicated website for free resources, this can be found at <a href="http://www.pewithpalos.com">www.pewithpalos.com</a>.</p>



68	How does your offering complement, assist, or provide value to improving health and activity initiatives?	<p>We feel that Palos Sports offerings compliment, assist and provide value to improving health and activity initiatives in many ways. Our product offerings can help promote physical activity which has many health benefits and positive lifelong habits. With our expanded product line we offer many tools that keep students engaged by helping them enjoy what they are doing.</p> <p>While we offer a large scope of products that we feel would made an excellent addition to Sourcewell members programs, I would light to highlight a few areas:</p> <p>Wearable Technology: The use of wearable technologies such as pedometers and heart rate monitors keep students motivated. They are able to set goals and educators are able to collect valuable assessment data. Even though a student may not be the most athletic they may still be working hard, these tools help measure a student's progress. So instead of measuring how many goals they can score a instructor can set a more attainable goal for a student. Palos Sports offers many solutions for fitness assessment of students.</p> <p>Rock Climbing: Rock climbing is another exciting addition to physical education programs. Rock climbing can promote decision making skills in addition to physical challenges for students. Palos Sports offers several rock climbing wall solutions and accessories, including a challenge course that that would be a great fit in many Physical Education programs.</p> <p>BRAINball™: As mentioned earlier in this proposal Palos Sports has the exclusive right to sell BRAINball™ in the United States. BRAINball™ is a Physical Education Learning System backed by 16 years of research. Studies have found better results in mathematical skills, improvement in physical fitness, improvements in coordination, increased graphomotor skills and hand-eye coordination among participants.</p>
69	How does your offering address member's needs for safety and well-being for participants?	<p>Palos Sports offerings address member's needs for safety and well-being for participants by keeping safety, design, performance and stability in mind for the products we select for our catalog and on-line store. Items shipping to California are labeled with the information regarding Proposition 65. We clearly mark items that have small parts in order to avoid a choking hazard. Items are tested to make sure they are phthalate free. They are also marked when they are latex free. Please see Document 19 with examples of the labels used.</p>

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

**Line Item 70. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

**Documents**

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

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

- [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Thursday July 18, 2019 11:16:57
- [Marketing Plan/Samples](#) - Sourcewell Marketing Piece Palos Sports.docx - Thursday July 18, 2019 10:22:38
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Sourcewell Price List.xlsx - Wednesday July 17, 2019 15:17:54
- [Additional Document](#) - RFP 071819 Palos Sports Additional Attachments.pdf - Thursday July 18, 2019 11:22:21



## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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.  
- Amy Gallagher, Bid Coordinator

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.

**AMENDMENT #1  
TO  
CONTRACT # 071819-PAL**

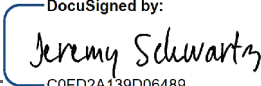
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Palos Sports, Inc., now known as School Health Physical Education** (Vendor).

Sourcewell awarded a contract to Vendor to provide Athletic and Physical Education Equipment and Supplies with Related Accessories, to Sourcewell and its Participating Entities, effective September 23, 2019, through October 3, 2023 (Contract).

Effective January 1, 2023, Palos Sports, Inc.'s name changed to School Health Physical Education. As of the date of this Amendment, all references to "Palos Sports, Inc." in Contract # 071819-PAL will be replaced with "School Health Physical Education."

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

**Sourcewell**

By:  \_\_\_\_\_  
C0FD2A139D06489...  
Jeremy Schwartz, Chief Procurement Officer

Date: 2/1/2023 | 5:07 PM CST

**School Health Physical Education**

By:  \_\_\_\_\_  
4CA089633E7A4B6...  
Laura Hannon, Vice President of Finance

Date: 2/1/2023 | 12:20 PM CST

Approved:

By:  \_\_\_\_\_  
7E42B8F817A64CC...  
Chad Coauette, Executive Director/CEO

Date: 2/1/2023 | 5:43 PM CST