

**Harford County Public Schools, Maryland (HCPS)**

**Contract # 23-SR-020**

*for*

Athletic and Physical Education Supplies, Equipment and Related  
Products

*with*

**The Prophet Corporation DBA Gopher Sport**

Effective: August 1, 2023

The following documents comprise the executed contract between the Region 4 Education Service Center and the Prophet Corporation DBA Gopher Sport, effective August 1, 2023:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



This Professional Services Agreement (the "Agreement"), effective as of \_\_\_\_\_ ("Effective Date"), is entered into by and between Harford County Public Schools (HCPS) having its principal place of business at 102 S. Hickory Ave., Bel Air, MD 21014 ("HCPS"), and The Prophet Corporation DBA Gopher Sport having its principal place of business at 2525 Lemond Street SW Owatonna, MN 55020 ("Consultant"). In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

## 1. SERVICES

- 1.1. **Scope of Services.** Subject to the terms and conditions of this Agreement and the terms and conditions of RFP NUMBER 23-SR-020 Athletic and Physical Education Supplies Equipment and Related Products, Consultant will perform those professional consulting services as set forth and attached hereto as **Exhibit A (SCOPE OF WORK), Exhibit B (Fees) and Exhibit C (Schedule)** and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. At a minimum, a written document that (i) references this Agreement, (ii) describes the Services to be performed (iii) specifies the corresponding rate schedule or other fee information, and (iv) is signed by both parties or is issued by one party and signed by the other party. Consultant will use commercially reasonable efforts to complete the Services by the applicable dates set forth in the attachment ("Target Dates").

## 2. REMEDIES AND TERMINATION

- 2.1. **Correction of Errors, Defects, and Omissions** – The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Consultant of the responsibility.
- 2.2. **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Consultant any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Consultant for damages and HCPS may affirmatively collect damages from the Consultant.
- 2.3. **Termination for Default**
  - 2.3.1. If the Consultant fails to fulfill its obligations under this Agreement properly and on time, otherwise violates any provision of the Agreement, HCPS may terminate the Agreement by written notice to the Consultant. The notice shall specify the acts of omissions relied on as cause for termination.
  - 2.3.2. All finished or unfinished supplies and services provided by the Consultant, shall at HCPS' option, become HCPS property. HCPS shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Consultant's breach.
  - 2.3.3. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and HCPS can affirmatively collect damages.
- 2.4. **Termination for Convenience** – HCPS may terminate all or part of the work required under this Agreement for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Agreement Administrator shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Agreement Administrator to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
- 2.5. **Obligations of Consultant upon Termination** – Upon Notice of Termination, the Consultant shall:
  - 2.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
  - 2.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or sub Agreement, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Consultant under the orders or sub Agreements terminated.
  - 2.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

2.6. **Remedies Not Exclusive** – The rights and remedies contained in these terms and condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

3. **ORDER OF PRECEDENCE**

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

Performance Work Statement (Statement of Work)

Specifications/Terms of the Request for Proposal

General Terms and Conditions for Request for Proposal

4. **CONTRACT TERM**

4.1. This Agreement with respect to all items accepted, change orders, and all papers and documents accompanying the same, including these terms and conditions shall constitute the formal Agreement between the Consultant and HCPS.

4.2. The term for this Agreement is August 1, 2023 through July 31, 2026 with the option to renew for up to two (2) additional one (1) year terms.

5. **WAIVER OF RIGHT**

The Consultant agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any procurement Agreement, of any tier, resulting from the services to be provided under this agreement.

6. **INITIATION OF WORK**

The Consultant shall not commence performance of the services until it receives a formal written notice from HCPS in the form of an Agreement, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

7. **GOVERNING LAW AND DISPUTE RESOLUTION**

7.1 Any contract shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.

7.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

8. **FREEDOM OF INFORMATION ACT**

8.1. The Consultant(s) should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.

8.2. HCPS shall determine, in its sole discretion, which (if any) portions of the Consultant's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

9. **COMPLIANCE WITH LAW**

9.1. The Consultant hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified

9.2. The Consultant hereby represents and warrants it is not arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

9.3. The Consultant shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement

9.4. The Consultant must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.

9.5. The Consultant must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.

9.6. It is the Consultant's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.

10. **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

- 10.1. To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 10.2. In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Consultant, a sub-Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a sub-Consultant under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

## 11. **INSURANCE**

- 11.1. Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- 11.2. The Consultant shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- 11.3. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Consultant arising out of, or during the course of the agreed upon work relating to this agreement.
- 11.4. The Consultant has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

## 12. **STAFF**

The Consultant shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Consultant's employ, or similar reasons, the Consultant shall promptly submit to the Agreement Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator/Purchasing Agent and the Supervisor of Purchasing.

## 13. **DRUG, TOBACCO, AND ALCOHOL**

All HCPS properties are "drug, tobacco, and alcohol free zones" as designated by Local and State laws. Neither the Consultant or their employees (or sub-Consultants) are permitted to have any tobacco products, vaporizers, e-cigarettes, illegal or prescription drugs, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

## 14. **NONDISCRIMINATION**

- 14.1. The Consultant shall comply with all Federal and State anti-discrimination laws in the performance of this Agreement.
- 14.2. The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.
- 14.3. In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to [Renee.McGlothlin@hcps.org](mailto:Renee.McGlothlin@hcps.org) or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone [1-800-421-3481](tel:1-800-421-3481), or both.
- 14.4. The Consultant shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this Agreement concerning discrimination in employment.
- 14.5. In the event the Consultant is deemed noncompliant with the nondiscrimination clause of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

15. **NON-HIRING OF EMPLOYEES BY AWARDED CONSULTANT OR HCPS**

- 15.1. No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby Agreement with the HCPS or any unit thereof.
- 15.2. No employee of the Consultant or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contact, shall, while so employed, become or be an employee of the party or parties hereby Agreeing with the Consultant or any unit thereof.

16. **FINANCIAL DISCLOSURE**

The Consultant shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into Agreements, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these Agreements, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

17. **POLITICAL CONTRIBUTION DISCLOSURE**

Consultant shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into Agreements, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

18. **RETENTION OF RECORDS**

The Consultant shall retain and maintain all records and documents relating to this Agreement for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

19. **LANGUAGE/GENDER**

- 19.1. Proposer, Consultant, vendor, consultant, firm and Agreement all have the same meaning and may be used interchangeably.
- 19.2. The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.
- 19.3. Proposal and offer all have the same meaning and can be used interchangeably.

20. **DISSEMINATION OF INFORMATION**

During the term of this agreement, the Consultant shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of HCPS.

21. **CONSULTANT'S OBLIGATION**

- 21.1. The Consultant shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein.
- 21.2. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a consultant in the performance of services similar to the services hereunder.
- 21.3. Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Consultant shall be responsible for professional and technical accuracy of its work furnished by the Consultant under this agreement.
- 21.4. HCPS review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this

Agreement, and the Consultant shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent performance of any or the services furnished under this Agreement.

- 21.5. The rights and remedies of HCPS provided for under this Agreement are in addition to any rights and remedies provided by law.
- 21.6. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Consultant shall call to the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 21.7. Any deviations to the specifications or statement of work must be clearly noted in detail by the Consultant, in writing, at the time of submittal of the formal proposal.
- 21.8. The Consultant shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Agreement, within the time herein specified, in accordance with the provisions of this Agreement and said specifications and in accordance with the specifications covered by this Agreement and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Consultant shall observe, comply with and be subject to all terms conditions, requirements and limitations of the Agreement and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 21.9. Consultant may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

## **22. CHANGES, ALTERATIONS, OR MODIFICATIONS**

- 22.1. HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the Agreement cost thereof.
- 22.2. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any service under this Agreement, whether or not changed by an order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Consultant of the notification of change unless the Contract Administrator or his duly authorized representative grants a further period of time before the date of final payment under the Agreement.
- 22.3. No services for which an additional cost or fee will be charged by the Consultant without prior written authorization of a change order. Any changes to the scope of the Services must be made in writing and signed by both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have five business days to reject the Change Order. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

## **23. SUB-CONSULTANT OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Consultant, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this Agreement or the services to be performed thereunder shall be a sub-Consultant, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

## **24. DELAYS AND EXTENSIONS**

The Consultant shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Consultant.

## **25. ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill Agreements solicited by HCPS is in violation of the law and is strictly prohibited. Consultants and sub-Consultants must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

## **26. EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

- 26.1. **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 26.2. Consultant acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Consultant is prohibited from knowingly assigning or permitting its Sub-Consultant from knowingly assigning any of the Consultant's or Sub-Consultant's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 26.3. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 26.4. Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 26.5. A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 26.6. Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Consultant/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 26.7. The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.
- 26.8. Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

## 27. **CRIMINAL BACKGROUND CHECKS FOR AGREEMENTORS**

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term **“work force”** means any of the Contractor's employees or the Contractor's Sub-Contractors and their employees.

Contractor shall cause any member of Contractor's work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal background check.

- 27.1. IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
  - 27.1.1. Effective July 1, 2019
  - 27.1.2. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).
  - 27.1.3. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award



of contract.

28. **LABOR AND RATES OF PAY**

- 28.1. The Awarded Consultant agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.
- 28.2. The Awarded Consultant agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

29. **PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN**

The Awarded Consultant agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

30. **IT ACCESSIBILITY PROGRAM**


- 30.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at [www.section508.gov](http://www.section508.gov).
- 30.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.0.

31. **FORCE MAJEURE**

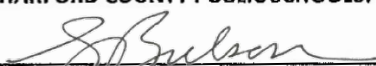
- 31.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.
- 31.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.
- 31.3 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:


  
Name: Yvonne E. Rallo  
Title: Administrative Support Coordinator  
Date: 06/13/2023

HARFORD COUNTY PUBLIC SCHOOLS:

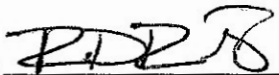
  
Name: Sean W. Bulson, Ed.D., Superintendent  
Title:  
Date:

  
Board of Education of Harford County – Board  
(if over \$100k)

ATTEST:

  
Name: Jonathan Faloon  
Title: Gopher Brand Director  
Phone: 462-841-9226  
Email: Jonathan.Faloon@gophersport.com  
Date: 6/2/2023

THE PROPHET CORPORATION  
DBA GOPHER SPORT

By:   
Name: Ryan Reimers  
Title: COO  
Phone: 507-444-1522  
Email: ryanreimers@gophersport.com  
Date: May 30, 2023

## **EXHIBIT A (SCOPE OF SERVICES)**

Scope of Services shall be in accordance with proposal documents as submitted by Gopher Sport to RFP 23-SR-020.

# ***GOPHER SPORT***



**Tab 1: Respondent's Profile & Submittal Letter**

**A.**

- a. Gopher Sport recently celebrated 75 years as an organization. We look a lot different than we did 75 years ago, but our mission remains the same. We strive to help teachers and coaches educate students on the many benefits of leading a more active and healthy lifestyle. Gopher Sport is committed to serving physical education, athletics, and fitness professionals in this mission. We exist to help those who teach, and coach achieve better results!
  
- b. Gopher Sport has 2 office locations in central and Southern Minnesota. Our headquarters is located at the following address:

*2525 Lemond Street SW*

*Owatonna, Minnesota 55020*

This location serves as our main operations hub for product development/manufacturing, sales, marketing, accounting, IT, warehousing, and shipping. Our satellite office is located at the following address:

*7650 Edinborough Way*

*Edina, Minnesota 55435*

This facility houses additional team members with a primary focus on catalog and web design/production.

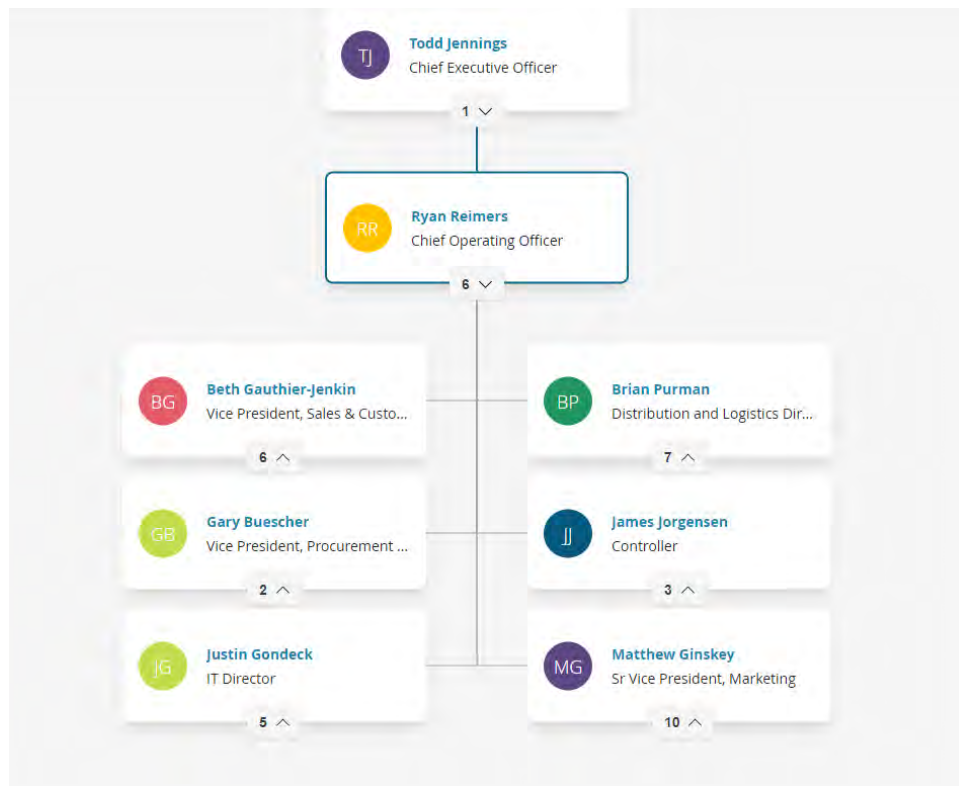
c. The primary point of contact for this RFP (and contract- if awarded) is:

i. Jesse Stapp - Director of Sales- Gopher & SPARK

[jessestapp@gophersport.com](mailto:jessestapp@gophersport.com) (855) 500-3620

**START CONFIDENTIAL – PRIVATELY HELD PROPRIETARY INFO**

d. Please see the following *Organizational Structure of Gopher Sport*



e. Our current personnel headcount is 169.

f. Ownership interests

g. As of 02/28/23, Gopher Sport has active business venues solely in the state of Minnesota.

h. Gopher Sport is a profitable organization and continues to value at a higher mark each fiscal year. Gopher Sport is entering 2023 coming off back-to-back record sales years in 2021 and 2022. Our projection for 2023 and beyond is sustained sales and profit growth.

i. Gopher Sport is entering its 76<sup>th</sup> year in business.

j. Gopher Sport operates under our legal name, *The Prophet Corporation*.

i. Under *The Prophet Corporation* umbrella, we operate under several dba's: Gopher, SPARK, Play with a Purpose, Moving Minds, and STEM Supplies

**Tab 2 – Experience of Personnel**

A. Gopher Sport currently has 169 team members. Each team member works/lives within the United States.

B. The following Team will play a role in the successful execution of this contract:

Ryan Reimers- *Chief Operating Officer*- Minnesota

Matt Ginskey- Sr. Vice President, Marketing- Minnesota

Gary Buescher- *Vice President, Procurement and Manufacturing - Minnesota*

Beth Gauthier-Jenkin- *Vice President, Sales and Customer Care*- Minnesota

Jonathan Faloon- *Gopher Brand Director*- Minnesota

Jesse Stapp- *Director of Sales- Gopher & SPARK*- Minnesota

C. Overall qualifications/resumes of key personnel providing the service requested, including education and training, and experience in services herein addressed.

**Ryan Reimers- *Chief Operating Officer*- Minnesota**

Ryan joined the Gopher Sport team in 2019 as Chief Financial Officer, and has been the Chief Operating Officer since January 2023. As Chief Operating Officer, he oversees day-to-day operations of the company. In his 25 years of business experience, Ryan has held various positions in Engineering, Marketing, IT and Finance. Prior to his business career Ryan served for 5 years in the United States Navy. Ryan holds a Bachelor of Science degree in Nuclear Engineering Technology from Thomas Edison State University and an MBA from the University of Michigan.

**Matt Ginskey- Sr. *Vice President, Marketing***

Matt joined the Gopher Sport team in 2005. He has held a variety of positions throughout his 18+ years with the company in the areas of marketing, product management, and brand management. In his current role, Matt oversees all product and marketing activities for the company and is responsible for strengthening Gopher Sport's position in the markets we serve while driving long-term growth for the company. Matt is passionate about the K-12 institutions we serve, about the importance of physical education in a well-rounded education, and about the benefits of teaching kids how to lead more active and healthy lives.

**Gary Buescher- *Vice President, Procurement and Manufacturing - Minnesota***

Gary joined Gopher Sport in September of 2010. He is currently responsible for all purchasing, inventory planning, and manufacturing functions. Gary has over 39 years of professional experience in purchasing, inventory management, merchandising, product development, and manufacturing both in the direct marketing and retail business sectors. Gary started his retail career with Herberger's/Saks Inc and progressed from store management to the executive team in their corporate office during his 18 years there. Gary was with Gander Mountain for 9 years and was responsible for over 70% (\$750MM) of the company's revenue as a merchandising executive with the company. Throughout his career he has held key roles in continuous

improvement implementations to support the identification and resolution to inefficiencies and black holes costs throughout the entire supply chain process. Gary has a Bachelor of Science degree in Business Management and Marketing from the University of Nebraska/Kearney. Gary is a current board member of ISM (Institute of Supply Chain Management) – Twin Cities.

**Beth Gauthier-Jenkin- Vice President, Sales and Customer Care- Minnesota**

Beth has been part of the Gopher Sport team for 20 years. She is an experienced leader with a history of success in the sales and service industries. Her specialty strengths include effective operations management, process optimization, training, and performance management. Beth is a contact center expert, currently serving on the Midwest Contact Center Association board. She's previously served as an advisor to the International Customer Management Institute. Gopher Sport team achievements under Beth's leadership include winning the ICMI Global Contact Center award for Best Small Contact Center in 2018. Among numerous professional certifications, her formal education includes a bachelor's degree in organizational management and communications, and a Master of Arts degree in Leadership and Management from Concordia University-St. Paul, MN.

**Jonathan Faloon- Gopher Brand Director- Minnesota**

Jonathan joined Gopher in November of 2021 and has over 16 years of professional experience in the consumer goods industry. He graduated from Gustavus Adolphus College in 2007 with a degree in Financial Economics and an MBA from the University of Texas in 2012. He has led and managed Brand P&L's from \$30MM to over \$1B over the course of his career and brings a strong professional history of business leadership, people development and brand management to Gopher. In his current role he leads the Gopher business developing short- and long-term growth strategies, execution of the national and international marketing plans and partners with all cross-functional team leadership to ensure Gopher delivers on the Customer First promise of Fast, Friendly, Easy, Right.

**Jesse Stapp- Director of Sales- Gopher & SPARK- Minnesota**

Jesse has been a member of the Gopher Sport team since 2011. He has held various roles within the sales department, currently as the sales director for our Gopher and SPARK brands. Jesse graduated from the University of Minnesota's Carlson School of Business. As the sales department's leader, Jesse oversees the planning and execution of national sales plans, including selling activity connected to cooperative purchasing agreements. Jesse oversaw and coordinated many sales efforts across the country to drive contract sales through our current Omnia (formerly U.S. Communities) Athletic Supplies and P.E. Equipment contractual agreement (16-SRD-010). He will continue to play a large part in rolling out future cooperative purchasing contracts through coordinated marketing/sales efforts, implementing training for sales staff, identifying growth opportunity areas, and strategizing/executing sales activities that maximize these selling opportunities.

- D. Many of our staff work/lives in Minnesota. We also have several team members that live work/live remotely from various parts of the United States. Currently, we do not have permanent or part-time team members working/living in the state of Maryland. We have a group of dedicated sales, marketing, web, and customer service team members that are ready and able to service Harford County Public Schools, surrounding Maryland school districts, and many additional customers in the United States.
- a. The following individuals Gopher Sport team members will be dedicated to Harford County Public Schools for the successful execution and completion of the work:

Owen DeWindt- *Territory Sales Manager*

7650 Edinborough Way

Edina, MN

(855) 500-3619

owendewindt@gophersport.com

*Owen will be Harford County Schools main day-to-day point of contact for product questions, equipment planning (i.e., new school construction), quotes (written & web), account management, professional development, etc.*

Jesse Stapp- *Director of Sales- Gopher & SPARK*

2525 Lemond St. SW

Owatonna, MN 55060

&

7650 Edinborough Way

Edina, MN 55435

(855) 500-3620

jessestapp@gophersport.com

*Jesse will oversee the execution and performance of the contract, including but not limited to contract review discussions, formal addendum, renewal documents, web-based quoting/ordering (i.e., Punchout quotes/orders), and reporting).*

### **Tab 3- Technical Approach and Methodology- Scope of Work**

- A. Gopher's approach is Customer First. We look to solve the needs for schools and business with the highest quality of equipment and services detailed below:

1. **Gopher's Equipment.** Professionals look to Gopher for innovative products and activities that solve a problem and help them achieve the goals of their programs. Some of the trending challenges we're helping PE teachers solve across the US:
  - i. Social Emotional Learning: PEMoji & positive behavior reinforcement products
  - ii. Adapted Physical Education: full assortment of various adapted PE Products
  - iii. Fitness Testing and Assessment: Rep-Addition Push-Up and Sit-Up testers as well as a full assortment of assessment products developed specifically for schools.
  - iv. Nutrition Education through Activity: NutriPlay line of activities
  - v. ACTION! Team Games: Proprietary/"Only From Gopher" activity and skill development solutions
  - vi. Physical Activity Tracking: FITstep Stream wireless pedometer, heart rate monitors



- vii. Gopher carries over 14,000 items, many carry the Gopher name and are developed and produced to our specifications. Gopher is a comprehensive equipment solution for all things physical education, athletics, and sport.
2. **Gopher's Unconditional Satisfaction Guarantee:** Customer satisfaction is our top priority, and we have the promise to back it up. Our guarantee is like no other in our industry.
    - i. If a customer is not satisfied with a product for any reason at any time, we'll replace it or refund their money. No hassles. No exclusions. No kidding.
    - ii. Our quality saves customers money. Budgets are tight and programs can't afford to replace equipment every year. Customers tell us that one reason they choose Gopher is that equipment does not need to be repurchased as often. Also, they rely on Gopher equipment to help them do their job day-in and day-out.
    - iii. Our guarantee keeps us very honest with the quality of equipment we carry. If an item does not meet the expectations of our customers, we hear about it and make a change.
  3. **Gopher's Promise of being EASY to do business with:**
    - i. All our calls are answered live by a highly trained customer service team. We know your time is valuable, so we skip the lengthy phone menus. We are committed to one-call resolution should a problem arise. We want to do business the way you need business done.
    - ii. In-Stock Products – Most items are in-stock and ready to ship. Our current order line fill-rate is 97.5%.
    - iii. Delivery speed – Our central location and unique shipping arrangements allow us to deliver stock orders anywhere in the lower US within 4 days. At no extra cost.
    - iv. 150,000 sq ft distribution center, 18 dock doors, more than 1,300 orders shipped per day capacity.
- B. Implementation Plan and Market Strategy
1. In addition to the Omnia marketing requirements, Gopher mails between 1.2-1.5 million catalogs annually. Each catalog will contain the details of the Omnia partnership in a prominent location (front cover, inside cover, back cover, inside back cover, or combination). These catalogs are sent to every Physical education teacher in the country as well as additional contacts within those school buildings and many additional customers and customer segments that order from Gopher. In addition, we will utilize our database of over 150,000 email contacts to strategically market our products.
  2. Our sales team has ongoing product and market training. We have established training documents and processes for understanding the Agreement, scenario and role playing in how to sell and have conversations via phone and in-person with purchasers, teachers, and other key decision makers. As with many of our trainings, we will establish a "certification" process to ensure we are proficient in driving sales via the Master Agreement.
- C. Catalog & Pricing Availability
1. Gopher's prices are up to date and printed clearly in every catalog that we send, for every offer and every product that we sell. In addition, those prices are connected to our ERP and eCommerce platforms so there is no variability across platforms for pricing.
- D. Quality & Timeliness

1. Gopher Sport distributes our products out of our single Distribution Center located in Owatonna, Minnesota which is an hour south of Minneapolis and right off Interstate 35. 99% of all in-stock product orders are shipped the same day and the balance are shipped the next or following day. All orders are delivered in 4 business days within the 48 contiguous states. We have a “Fast or Free” guarantee that states “In –stock products arrive in 4 days or less or the shipping and process is FREE”.
2. Our outbound freight as a % of Net sales as it relates to cost is considered “Best in Class” (source Transportation and Logistics Council [www.TLCouncil.org](http://www.TLCouncil.org)). Our cost per unit shipped is also at a best-in-class level (Source – Warehouse Education and Resource Council - WERC). Finally, we are a WERC certified facility. See link below and attached document. “Gopher Sport has been evaluated for process excellence and has met the qualifications to be named a WERC Certified Warehouse.” <http://www.werc.org/certified/>
3. We have a single (1) distribution center located in Owatonna, Minnesota which is an hour south of Minneapolis, MN and located just off Interstate 35 which is a main freeway system. (See 2nd attachment). Gopher Sport has a fully automated Distribution Center that is 150,000 sq. ft. situated on 10 acres. We also have an additional 10 acres that is adjacent to our facility that we can add on for future growth. Owatonna is also the home of several the largest trucking company terminals such as Fed Ex, UPS, Conway, UPS, ABF, YRC etc.
4. We have an in-house quality team that processes any product returns and evaluates each return for corrective measures. We monitor poor quality returns by item number and supplier. We use a Corrective Action Request (CAR) process with any product that may experience an uptick in poor quality and resolution is expected to be made in 24 hours. We send out quarterly poor-quality return rates to each supplier and have meetings/conference calls, if necessary, to resolve. We also meet monthly as a management team to review and take action to minimize future poor-quality returns.

#### E. Serving all Schools & Facilities

1. There are over 130,000 schools in the US and Gopher has coverage for all of them. Not only do we mail catalogs to every building, but we also include multiple employees at each building to ensure that every individual professional with a need has access to Gopher’s product and service solutions. This includes shipping to anywhere, including Alaska, Hawaii, and international locations. We are staffed for any need, large district or small, individual school.

#### F. Ordering Methods & Payment Options

1. Gopher uses the NetSuite order management system for all customer service processes related to processing orders and invoices. Manhattan SCALE is our shipping/delivery system. We accept orders via phone, email, fax, and our website ([www.GopherSport.com](http://www.GopherSport.com)). We have also customized landing pages for customer specific ecommerce requirements. We can load in discount structures with login security to give customers access to pricing and historical order data. We can create custom punch out sites for customers and we accept PO’s and CC via our website.

#### G. Sales Representation

1. Gopher has 15 sales professionals dedicated to our U.S. Gopher business. All but one is stationed in either our Owatonna or Edina Minnesota office. Our inside sales team engages customers via phone, email, and attend roughly 100 in-market events per year throughout

the United States. The following is Gopher Sport’s current sales structure/territory assignments:

Salesperson	Title	Sales Region	Territory Assignment
Rep #1	Sr. Territory Sales Manager	West	CA
Rep #2	Territory Sales Manager	West	AZ, NM, NV, OR, UT
Rep #3	Sr. Territory Sales Representative	West	AK, HI, ID, MT, WA
Rep #4	Sales Representative	West	CO, KS, NE, OK
Rep #5	Sr. Territory Sales Manager	Midwest	TX
Rep #6	Territory Sales Manager	Midwest	AR, IA, MI, MO
Rep #7	Sr. Territory Sales Representative	Midwest	MN, ND, SD, WY
Rep #8	Sr. Territory Sales Manager	Mideast	IL, PA, OH
Rep #9	Territory Sales Manager	Mideast	IN, KY, LA, TN
Rep #10	Sr. Territory Sales Representative	Mideast	AL, GA, MS, SC
Rep #11	Sr. Territory Sales Manager	East	FL, NY
Rep #12	Territory Sales Manager	East	MD, NC, NJ, VA
Rep #13	Sr. Territory Sales Representative	East	CT, MA, ME, NH, RI, VT
Rep #14	Sales Representative	East	DC, DE, WV
Rep #15	Territory Sales		WI

2. Our sales people primarily sell via phone, secondarily face-to-face in the field. We would utilize outbound proactive sales campaigns to sell this contract. Our sales team makes 400-500 sales campaign calls per day, nearly 100,000 per year. We would also utilize our lead generating structure to reach every Physical Education teacher and district purchaser in the U.S. to sell this contract. This structure generates about 1.2 million customer contacts per year targeting Physical Education teachers, Purchasers, and Principals. Our sales team represents Gopher at 100+ in-market events each year. These in-market events include national, regional, and statewide tradeshows as well as customer/prospect sales calls in which we are meeting with end users and district purchasing personnel. On our current Omnia contract, we have planned and executed many joint calls with the Omnia Team (in-person and virtual) to drive additional or new revenue through our Athletic/PE agreement.

H. Customer Service Plan

1. Gopher Sport's Customer Service Team consists of 27 team members, processes more than 100,000 orders per year via phone, fax, email, mail, and directly through our website. 99% of orders are processed same day.
2. All methods: phone, fax, email, mail, and directly through our website

**END CONFIDENTIAL – PRIVATELY HELD PROPRIETARY INFO**

I. Omnia Partners Attachment I, Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Harford County Public Schools, Maryland (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Athletic and Physical Education Supplies, Equipment and Related Products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees, or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A

refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## 1.2 Marketing, Sales, and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams

#### E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

#### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$250 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

#### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental

Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

#### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### **START CONFIDENTIAL – PRIVATELY HELD PROPRIETARY INFO**

#### 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

**Please see Tab 1, Part A response**

B. Total number and location of salespersons employed by Supplier.

**Please see Tab 3, Part G response**

C. Number and location of support centers (if applicable) and location of corporate office



Our headquarters serves as our main operations hub for product development/manufacturing, sales, marketing, customer service, accounting, IT, warehousing, and shipping and is located at:

*2525 Lemond Street S  
Owatonna, Minnesota 55020*

- D. Annual sales for the three previous fiscal years.
  - a. Dun & Bradstreet Business Information Report

# Business Information Report Snapshot

## PROPHET CORPORATION, THE

D-U-N-S: 02-298-3092

ADDRESS: 2525 Lemond St Sw, Owatonna, MN, 55060, United States

Date: 03/17/2023

### RISK ASSESSMENT

SCORES AND RATINGS				
Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 175,000	69 LOW-MODERATE RISK	52 MODERATE RISK	85 LOW-MODERATE RISK	5 MODERATE RISK

#### MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW

LOW-MODERATE

MODERATE

MODERATE-HIGH

HIGH

Maximum Credit Recommendation

US\$ 175,000

The recommended limit is based on a low-moderate probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABILITY CONCERNS
- Based on the predicted risk of business discontinuation: LIKELIHOOD OF BUSINESS CLOSURE
- Based on the predicted risk of severely delinquent payments: MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

#### PAYDEX® SUMMARY

3 Months

75

Low Risk (100) High Risk (1)

When weighted by dollar amount, payments to suppliers average 8 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months

69

Low Risk (100) High Risk (1)

When weighted by dollar amount, payments to suppliers average 16 days beyond terms. Value is based on payments collected over the last **24 months**.

69

Low Risk (100)

High Risk (1)

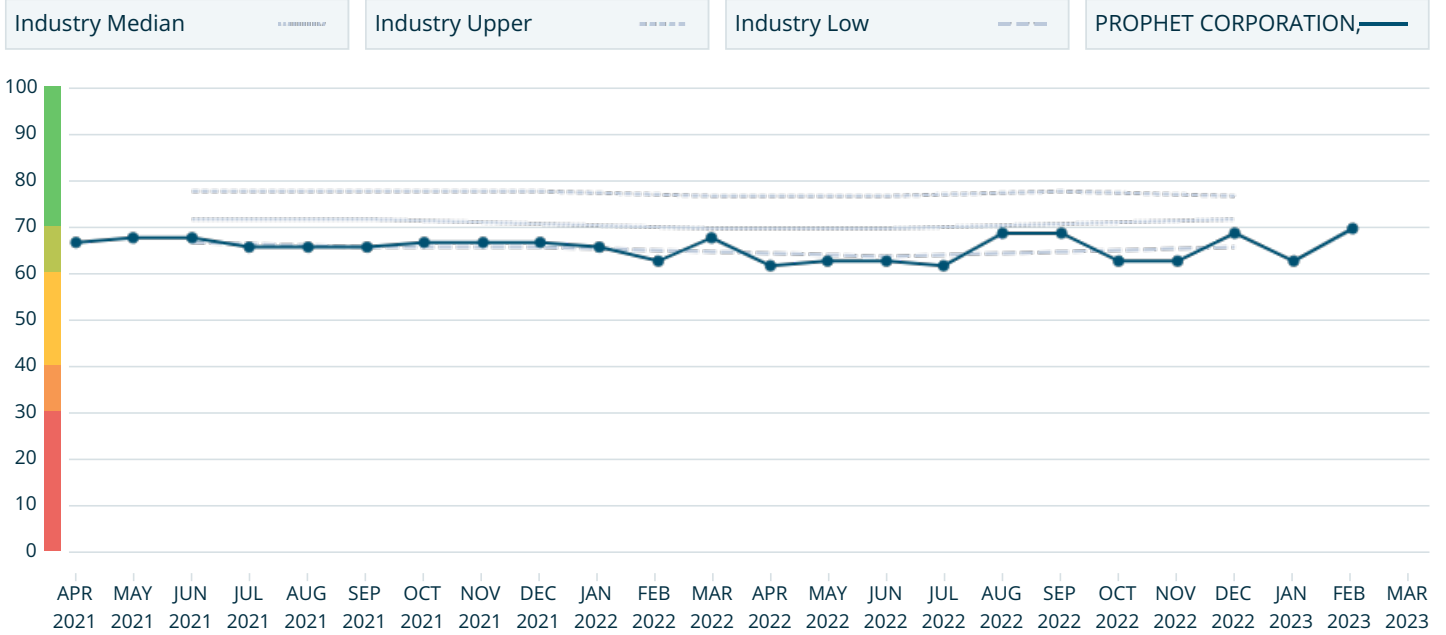
Risk of Slow Pay  
**LOW-MODERATE**

Payment Behavior  
16 Days Beyond  
Terms

Based on a D&B PAYDEX® of T

Business and Industry Trends

3949 - Mfg sporting/athletic goods



DELINQUENCY PREDICTOR SCORE

52

Low Risk (100)

High Risk (1)

Based on a D&B Delinquency Predictor Percentile of 9

- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Increase in proportion of delinquent payments in recent payment experiences

Level of Risk  
**MODERATE**

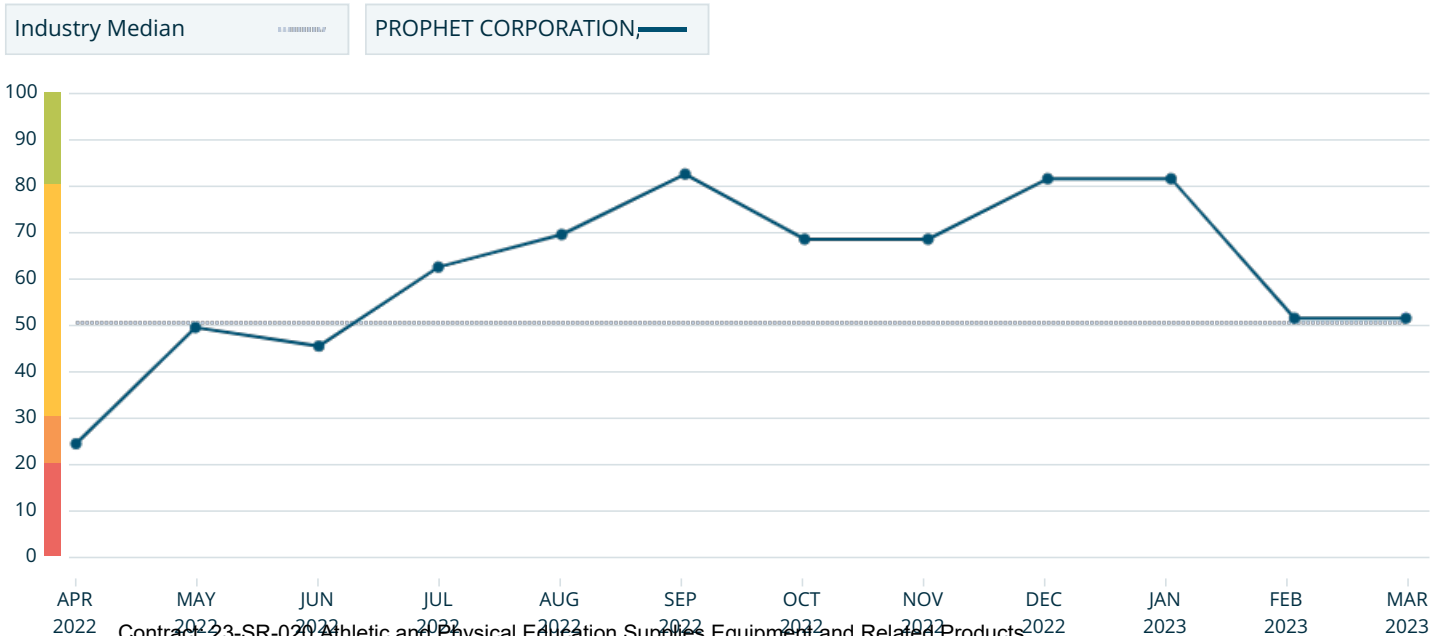
Raw Score  
501

Probability of Delinquency  
5.79%

Compared to Businesses in  
D&B  
10.2%

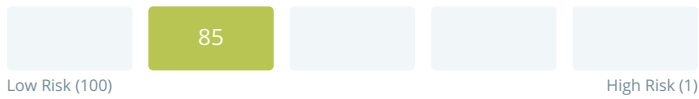
Business and Industry Trends

3949 - Mfg sporting/athletic goods



Contract: 23-SR-020 Athletic and Physical Education Supplies Equipment and Related Products

## FINANCIAL STRESS SCORE



Based on a D&B Financial Stress Percentile of >

- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of slow payment experiences to total number of payment experiences
- Unstable Paydex over last 12 months
- High proportion of past due balances to total amount owing

Level of Risk

**LOW-MODERATE**

Raw Score

1541

Probability of Failure

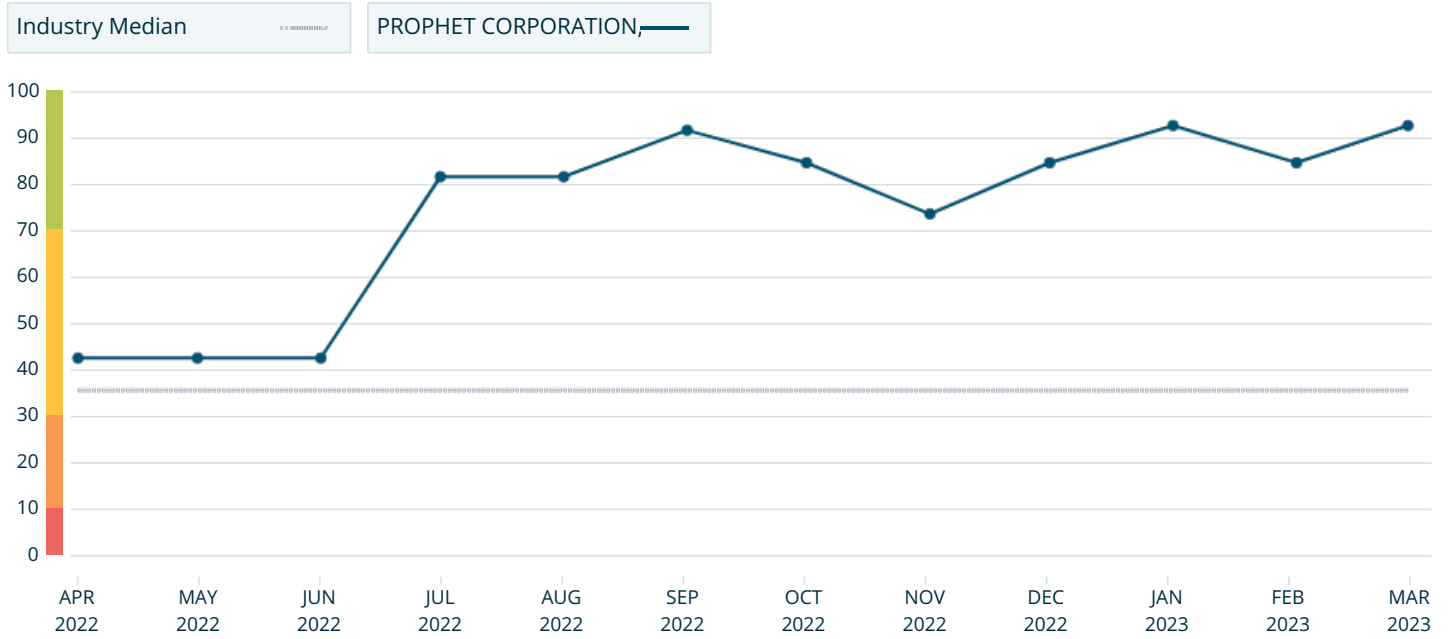
0.08%

Compared to Businesses in D&B

0.48%

## Business and Industry Trends

3949 - Mfg sporting/athletic goods



## SUPPLIER EVALUATION RISK RATING



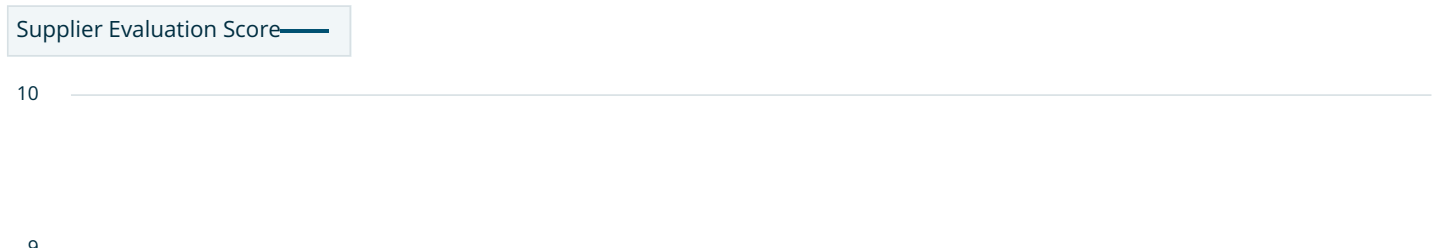
Based on a Supplier Evaluation Risk Rating of [

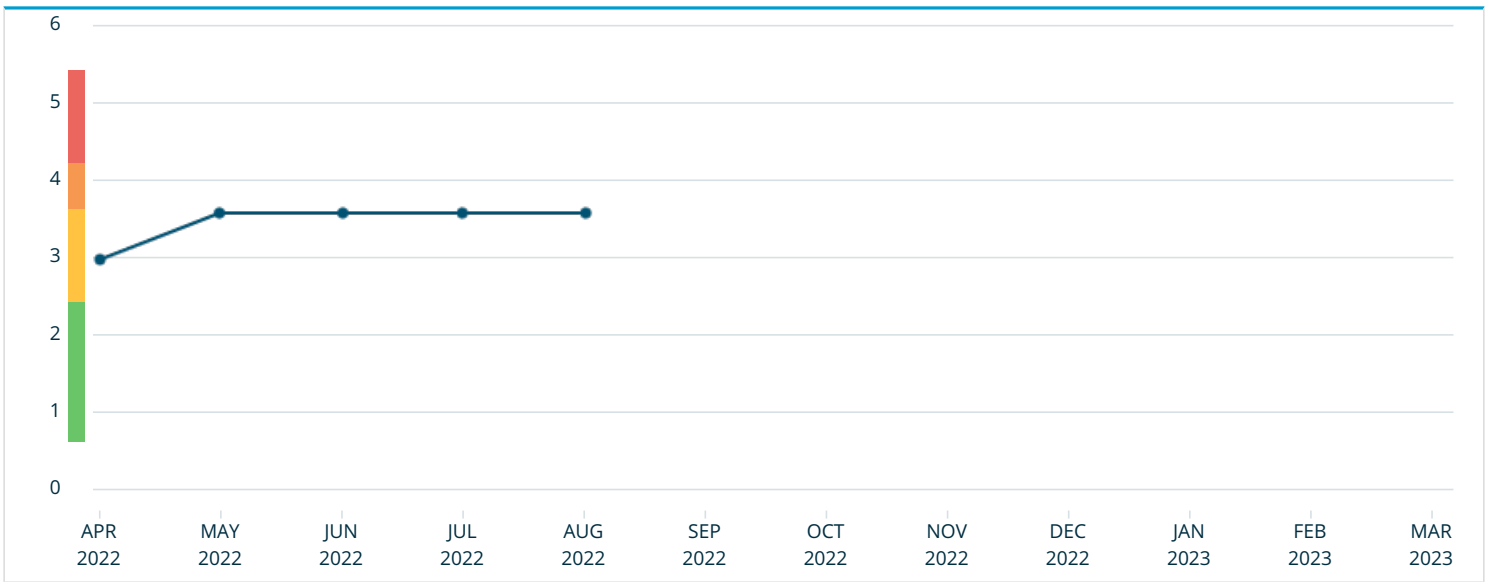
### Factors Affecting Your Score

- Proportion of past due balances to total amount owing
- Proportion of slow payment experiences to total number of payment experiences reported
- Business belongs to an industry with above average risk of ceasing operations or becoming inactive
- Unstable Paydex over last 12 months

## Business and Industry Trends

3949 - Mfg sporting/athletic goods





**D&B RATING**

Current Rating as of 06-03-2022

Employee Size

**1R:** 10 employees and over

Risk Indicator

**2:** Low Risk

Previous Rating

Employee Size

**1R:** 10 employees and over

# TRADE PAYMENTS

TRADE PAYMENTS SUMMARY		Based on 24 months of data
<b>Overall Payment Behavior</b> <b>16</b> Days Beyond Terms	<b>% of Trade Within Terms</b> <b>72%</b>	<b>Highest Past Due</b> <b>US\$ 100,000</b>
Highest Now Owing: US\$ 100,000	Total Trade Experiences: 59 Largest High Credit: US\$ 2,000,000 Average High Credit: US\$ 98,627	Total Unfavorable Comments : 0 Largest High Credit: US\$ 0 Total Placed in Collections: 0 Largest High Credit: US\$ 0

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	45%	9	\$4,600,000
50,000 - 100,000	88%	4	\$300,000
15,000 - 49,999	77%	12	\$260,000
5,000 - 14,999	47%	6	\$45,000
1,000 - 4,999	66%	14	\$20,000
UNDER 1,000	89%	8	\$2,250

TRADE PAYMENTS BY INDUSTRY			
<a href="#">Collapse All</a>   <a href="#">Expand All</a>			
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
▼99 - Nonclassifiable Establishments	8	2,000,000	
9999 - Nonclassified	8	2,000,000	49
▼45 - Transportation By Air	5	700,000	
4513 - Air Courier Service	5	700,000	4
▼42 - Motor Freight Transportation And Warehousing	5	100,000	
4213 - Trucking Non-local	5	100,000	1

▼50 - Wholesale Trade - Durable Goods	9	95,000	
5091 - Whol Sporting Goods	5	95,000	84
5045 - Whol Computers/softwr	2	30,000	100
5085 - Whol Industrial Suppl	1	15,000	100
5063 - Whol Electrical Equip	1	50	100
▼47 - Transportation Services	4	300,000	
4731 - Arrange Cargo Transpt	4	300,000	100
▼48 - Communications	4	1,000	
4813 - Telephone Communictns	2	1,000	55
4812 - Radiotelephone Commun	2	750	100
▼27 - Printing, Publishing And Allied Industries	3	1,000,000	
2752 - Lithographic Printing	1	1,000,000	50
2731 - Books-print/publish	1	500	50
2741 - Misc Publishing	1	50	100
▼57 - Home Furniture Furnishings And Equipment Stores	1	100,000	
5712 - Ret Furniture	1	100,000	50
▼35 - Industrial And Commercial Machinery And Computer Equipment	1	70,000	
3565 - Mfg Packaging Mach	1	70,000	100
▼23 - Apparel And Other Finished Products Made From Fabrics And Similar Materials	1	65,000	
2341 - Mfg Women's Underwear	1	65,000	100
▼56 - Apparel And Accessory Stores	1	25,000	
5661 - Ret Shoes	1	25,000	100
▼73 - Business Services	2	20,000	
7363 - Help Supply Service	1	20,000	100
7389 - Misc Business Service	1	1,000	100
▼51 - Wholesale Trade - Nondurable Goods	2	15,000	
5113 - Whol Service Paper	1	15,000	100
5112 - Whol Office Supplies	1	10,000	50
▼25 - Furniture And Fixtures	1	15,000	
2522 - Mfg Nonwd Office Furn	1	15,000	50

▼30 - Rubber And Miscellaneous Plastics Products	2	7,500	
3086 - Mfg Plastic Foam Prdt	1	7,500	50
3069 - Mfg Fabricated Rubber	1	2,500	50
▼91 - Executive Legislative And General Government Except Finance	1	7,500	
9111 - Executive Office	1	7,500	100
▼61 - Nondepository Credit Institutions	1	5,000	
6153 - Short-trm Busn Credit	1	5,000	0
▼37 - Transportation Equipment	1	5,000	
3751 - Mfg Motorcycles/bikes	1	5,000	100
▼60 - Depository Institutions	1	1,000	
6021 - Natnl Commercial Bank	1	1,000	100

#### TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
02/2023	Prompt	-	200,000	70,000	0	1 Month
02/2023	Prompt	-	95,000	35,000	250	1 Month
02/2023	Prompt	-	65,000	50,000	0	1 Month
02/2023	Prompt	-	30,000	0	0	1 Month
02/2023	Prompt	N30	30,000	5,000	0	1 Month
02/2023	Prompt	-	25,000	2,500	0	1 Month
02/2023	Prompt	Regular terms	20,000	20,000	0	1 Month
02/2023	Prompt	-	15,000	10,000	0	1 Month
02/2023	Prompt	N30	15,000	0	0	1 Month
02/2023	Prompt	-	2,500	0	0	Between 6 and 12 Months
02/2023	Prompt	N30	1,000	0	0	Between 2 and 3 Months
02/2023	Prompt	-	1,000	0	0	1 Month
02/2023	Prompt	-	250	0	0	Between 4 and 5 Months
02/2023	Prompt to Slow	-	100,000	100,000	100,000	-
02/2023	Prompt to Slow	1 15 N30	15,000	7,500	0	1 Month

Contract: 23-SR-020 Athletic and Physical Education Supplies Equipment and Related Products



02/2023	Prompt to Slow	PROX	10,000	500	500	1 Month
02/2023	Prompt to Slow	-	7,500	750	50	1 Month
02/2023	Prompt to Slow	-	2,500	0	0	1 Month
02/2023	Prompt to Slow	-	500	0	0	Between 6 and 12 Months
02/2023	Prompt to Slow	-	100,000	2,500	500	1 Month
02/2023	Slow	-	100,000	100,000	35,000	1 Month
02/2023	Slow	N30	15,000	2,500	500	-
01/2023	Prompt	-	300,000	100,000	1,000	1 Month
01/2023	Prompt	-	25,000	10,000	0	1 Month
01/2023	Prompt	N60	20,000	500	0	1 Month
01/2023	Prompt	-	2,500	2,500	0	1 Month
01/2023	Prompt	-	750	0	0	Between 6 and 12 Months
01/2023	Prompt	-	500	500	0	1 Month
01/2023	Prompt to Slow	-	2,000,000	50,000	25,000	1 Month
01/2023	Prompt to Slow	-	1,000	50	0	1 Month
12/2022	-	Cash Account	-	-	-	Between 6 and 12 Months
11/2022	Prompt	-	1,000	0	0	Between 6 and 12 Months
11/2022	Prompt	-	50	0	0	Between 6 and 12 Months
11/2022	-	Cash Account	250	-	-	1 Month
09/2022	-	-	50	-	-	1 Month
06/2022	Prompt	-	5,000	0	0	Between 6 and 12 Months
06/2022	-	Cash Account	250	-	-	1 Month
04/2022	Prompt	-	100	0	0	Between 6 and 12 Months
04/2022	Slow	-	2,500	0	0	Between 6 and 12 Months
04/2022	-	Cash Account	50	-	-	1 Month
03/2022	-	Cash Account	50	-	-	1 Month
02/2022	Slow	-	10,000	2,500	0	1 Month
01/2022	Prompt	-	7,500	-	-	1 Month

01/2022	Slow	-	5,000	0	0	Between 6 and 12 Months
01/2022	Slow	-	100,000	0	0	Between 2 and 3 Months
11/2021	Prompt	-	70,000	30,000	0	1 Month
11/2021	Slow	-	1,000	0	0	Between 6 and 12 Months
09/2021	Prompt	-	1,000	0	0	Between 6 and 12 Months
07/2021	Prompt to Slow	-	1,000,000	0	0	Between 4 and 5 Months
03/2021	Prompt to Slow	-	30,000	7,500	2,500	1 Month
03/2021	Prompt to Slow	-	1,000	500	500	1 Month
02/2021	Prompt	N30	1,000	0	0	Between 6 and 12 Months
02/2021	Prompt	-	50	50	0	1 Month
02/2021	Prompt	-	50	0	0	Between 6 and 12 Months
02/2021	Prompt to Slow	-	1,000	1,000	500	1 Month
02/2021	Prompt to Slow	-	1,000	0	0	1 Month
02/2021	Prompt to Slow	-	70,000	10,000	0	1 Month
02/2021	Slow	-	700,000	100,000	250	1 Month
02/2021	Slow	-	20,000	2,500	0	1 Month

## EVENTS

### LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	0	TOTAL	0	TOTAL	0	TOTAL	7
LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	10/04/2021

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

### EVENTS

#### UCC Filing - Original

Filing Date	2021-10-04
Filing Number	1260941200024
Received Date	2021-10-19
Collateral	Inventory and proceeds - Account(s) and proceeds - Machinery and proceeds - Building materials and proceeds - and OTHERS
Secured Party	CROWN BANK, EDINA, MN
Debtors	THE PROPHET CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### UCC Filing - Continuation

Filing Date	2018-07-05
Filing Number	1023254800452
Received Date	2018-07-09
Original Filing Date	2008-12-31
Original Filing Number	200814403805
Secured Party	WELLS FARGO BANK, NATIONAL ASSOCIATION, MINNEAPOLIS, MN

Debtors	THE PROPHET CORPORATION
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### **UCC Filing** - Original

Filing Date	2016-03-24
Filing Number	880620000698
Received Date	2016-03-29
Collateral	Business machinery/equipment including proceeds and products
Secured Party	U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION, MARSHALL, MN

Debtors	THE PROPHET CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### **UCC Filing** - Continuation

Filing Date	2013-07-05
Filing Number	20133300099
Received Date	2013-07-10
Original Filing Date	2008-12-31
Original Filing Number	200814403805
Secured Party	WELLS FARGO BANK, NATIONAL ASSOCIATION, MINNEAPOLIS, MN
Debtors	THE PROPHET CORPORATION
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### **UCC Filing** - Original

Filing Date	2012-01-26
Filing Number	201227016002
Received Date	2012-02-06
Collateral	Equipment
Secured Party	U.S. BANK EQUIPMENT FINANCE, MARSHALL, MN
Debtors	THE PROPHET CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### **UCC Filing** - Amendment

Filing Date	2009-06-17
Filing Number	20091645582

Received Date	2009-06-25
Original Filing Date	2008-12-31
Original Filing Number	200814403805
Secured Party	WELLS FARGO BANK, NATIONAL ASSOCIATION, MINNEAPOLIS, MN
Debtors	THE PROPHET CORPORATION
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

**UCC Filing - Original**

Filing Date	2008-09-16
Filing Number	200813209719
Received Date	2008-09-25
Collateral	Leased Equipment
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	THE PROPHET CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

COMPANY EVENTS

**The following information was reported on: 06-03-2022**

The Minnesota Secretary of State's business registrations file showed that The Prophet Corporation was registered as a Corporation on November 18, 1994 under file registration number 8L-569.

Business started 1947 by James Pofahl and Malcolm Stephenson. Present control succeeded 1979.

**BUSINESS HISTORY:** On December 30 1994, The Prophet Corporation transferred the activewear assets and liabilities to a newly formed corporation, Genesis Apparel, Inc, in exchange for 410,000 shares of Genesis Apparel Inc common stock. The Prophet Corporation then exchanged 205,000 shares of its outstanding common stock in exchange for the 410,000 newly issue shares of Genesis Apparel Inc common stock. As of December 31 1994, Genesis Apparel Inc comprises the activewear business and The Prophet Corporation comprises the sports equipment business.

TODD JENNINGS. 1992-present active here.

**RELATED CONCERNS :** Prophet Land Company, Owatonna, MN, started 1979. Operates as a commercial real estate concern. Intercompany relations consist of landlord and tenant and The Prophet Corporation is a guarantor of a loan to this affiliate. Genesis Apparel, Inc. Operates in the activewear field. The Company's stockholders are the major stockholders of Genesis Apparel, Inc. Business name changed from Genesis Apparel, Inc to The Prophet Corporation.

Business address has changed from 220 24th Ave N W, Owatonna, MN, 55060 to 2525 Lemond St Sw, Owatonna, MN, 55060.

SPECIAL EVENTS

There are no special events recorded for this business.

## Financials

D&B currently has no financial information on file for this company.

COMPANY PROFILE

COMPANY OVERVIEW		
<b>D-U-N-S</b> 02-298-3092	<b>Mailing Address</b> PO Box 998, Owatonna MN 55060, US	<b>Annual Sales</b> -
<b>Business Form</b> Corporation (US)	<b>Telephone</b> (800) 533-0446	<b>Employees</b> 140
<b>Date Incorporated</b> 11/18/1994	<b>Fax</b> -	<b>Age (Year Started)</b> 76 years (1947)
<b>State of Incorporation</b> Minnesota	<b>Website</b> <a href="http://www.prophet.com">www.prophet.com</a>	<b>Named Principal</b> TODD JENNINGS, CEO
<b>Ownership</b> -	<b>Line of Business</b> Mfg sporting/athletic goods	<b>SIC</b> 3949

# OWNERSHIP

FAMILY TREE SUMMARY		
Members in the Tree	Subsidiaries of this Company	Branches of this Company
4	0	3

FAMILY TREE
<ul style="list-style-type: none"><li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">HQ</span> <b>The Prophet Corporation</b> 022983092 Owatonna, MN<ul style="list-style-type: none"><li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">B</span> <b>The Prophet Corporation</b> 106724409 Owatonna, MN</li><li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">B</span> <b>The Prophet Corporation</b> 626528087 Littleton, CO</li><li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">B</span> <b>The Prophet Corporation</b> 058984054 Minneapolis, MN</li></ul></li></ul>

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b. The Prophet Corporation FEIN: 41-1796-468

**Annual Sales**

**2020:** \$76,083,074

**2021:** \$100,790,990

**2022:** \$131,264,738

E. Describe any green or environmental initiatives or policies.

For Gopher’s catalog printing, we supply our paper from a sustainably sourced company with an entirely regenerative ecosystem. We maintain an on-site recycling and recyclable segregation plan. Our Customer Service team has implemented “No print rule” to save resources. We use recyclable air bags for packing our shipments. We also utilize a box cutting system that calculates the precise size a shipment box needs to be to fit a particular customer order, which maximizes efficiency within the plant and reduces the amount of cardboard and waste that is ultimately produced.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise: **No**
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE): **No**
- c. Historically Underutilized Business (HUB): **No**
- d. Historically Underutilized Business Zone Enterprise (HUBZone): **No**
- e. Other recognized diversity certificate holder: **No**

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

**Please see Tab 3, Part A response**

F. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier.

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier.

### 3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

**Please see Tab 3, Part A response**

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

**Please see Tab 3, Part D response**

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail, or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All customers will be offered Omnia Master Agreement pricing through orders placed via phone calls, emails, and fax orders as they are all processed through our customer service and sales team. Omnia contract pricing will be given directly on the order. If a customer would like to shop online, there are multiple options including an easy website account, partnering with an organization through their ERP or leveraging the Gopher/Equal Level Marketplace. We can work with any customer to create a custom solution if needed as well. Per our existing agreement we already have a specific landing page created, detailing these web solutions on our Gopher Sport website ([www.GopherSport.com](http://www.GopherSport.com)) as seen below:

1-855-899-9560

**GOPHER** Unconditional 100% Satisfaction Guarantee

Quick Order Sign In or Create an Account

Search entire store here...

Physical Education Sports Gym & Coach Gear Fitness Assessment Curriculum & Resources

Home > Omnia Online Shopping Options

## OMNIA Partners – Online Shopping Options

Gopher offers multiple options for OMNIA Partners participating agencies who prefer to shop online.

- 1. Fastest Setup - Simple Website Account**
  - o We create your member account within one business day (usually within an hour)
  - o No fees
  - o Automatically see your member pricing while taking advantage of robust Gopher website features
- 2. Best for Integration with Your Enterprise Purchasing System (Punchout)**
  - o Setup usually completed in 2-4 weeks
  - o Requires an integration resource on member side
  - o Automatically see your member pricing while taking advantage of robust Gopher website features
- 3. Gopher / Equal Level Marketplace**
  - o Automatically see your member pricing
  - o Basic shopping experience
  - o Requires an account with Equal Level and \$600 annual fee

If you don't see an option above that matches your online shopping preference, please let us know and we'll work with you to find a solution.

D. Identify all other companies that will be involved in processing, handling, or shipping the products/service to the end user.

**Please see Tab 3, Part D response**

E. Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

**Please see Tab 3, Part D response**

### 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

#### **First 30 days:**

- Gopher and OMNIA/HCPS are currently in a strong partnership that has resulted in over \$7MM in sales in 2022. To that end, if awarded the new contract through 2026, we would be in position to immediately implement all needs for the partnership and essentially continue the consistent and growth-oriented plan we have been leveraging.
- Within 10 days, all executives listed on this contract proposal will be informed of the awarded contract and aligned to support our renewed marketing, sales & customer service efforts to support OMNIA sales with our customers.

- Within 14 days, we will be able to update our Gopher Sport website with current OMNIA contract information and field any questions coming into our OMNIA-specific email inbox we have set up.

**First 60 days:**

- Our national sales team has been well-versed on the current OMNIA contract and is utilizing it with existing customers and has received training on the contract as recently as the last 3 months for new team members. In the first 60 days of being awarded the contract, we would schedule a full-team training session and include our OMNIA partner Ben Fuess (with whom we have monthly business review calls) to join and provide additional training and relevant information to the team.

**First 90 days:**

- We will have any updated payment terms or customer payment systems up and running within 90 days of a new contract being awarded and bringing new customers on board.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications.

**Yes, we will work on this together with Ben Fuess and have this completed within 30-60 days**

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.

**Yes, we will post the updated information on our current landing page for OMNIA contract information and update all related landing pages we have set up.**

iii. Design, publication, and distribution of co-branded marketing materials within first 90 days

**Yes, we will review all current co-branded marketing materials and review with Ben Fuess once contract has been awarded.**

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement

**Yes, we will participate and attend all events as OMNIA would prefer and we are asked to attend.**

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

**Yes, confirmed. Happy to attend and exhibit at the NIGP Annual Forum and will be looking forward to getting together, especially since there was a long hiatus from in-person events in the last few years.**

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

**Yes, this will be completed within the first 60 days.**

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

**Yes, we currently market OMNIA contract partnership on the outside cover of our 1.5MM catalogs that we are sending out in 2023. We will update and continue to market this with a high-profile position on our greatest marketing asset going forward if awarded the new contract.**

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

**Yes, within the first 30 days we will update any information on our pre-existing OMNIA partners landing page with logo and additional details regarding partnership & contract pricing for customers. This is embedded in our GopherSport.com website that details our entire assortment of products and services.**

**OMNIA**  
P A R T N E R S

**Contract Number:** 16-SRD-010

**Contract Name:** Athletic and PE Supplies, Equipment and Related Products

**Expiration Date:** September 30, 2023

[Click here to learn more](#)

## OMNIA Partnership Information

Gopher is proud to partner with OMNIA partners to provide physical education, athletic, fitness, and recreation solutions to State, Local, K-12, Higher Education, and Non-Profit Organizations. The partnership ensures these organizations receive our best pricing, plus the Gopher Advantage:

- **Exclusive Products** *The ultimate combination of quality and innovation!* From athletics to fitness to physical education, we've got you covered with thousands of products you won't find anywhere else. Our unmatched selection of unique products are developed specifically to help our customers achieve their goals. Designed to outlast and outperform, our 'Only from Gopher' products combine innovative designs and high-quality materials to create longer-lasting, higher higher-performing solutions.
- **Unconditional 100% Satisfaction Guarantee** *You simply won't find a better guarantee!* Our guarantee means that if you are not satisfied with any purchase for any reason at any time, we will replace the product, credit your account, or refund the purchase price. No hassles. No exceptions. No restocking fees. No kidding! Our commitment to you is that you'll be satisfied...we guarantee it!
- **Superior Customer Experience** *Your peace of mind is our priority!* From the time you place your order to the time your products are delivered, we'll go the extra mile to make your experience with us easy and hassle-free. Our friendly and knowledgeable Sales and live-answer Customer Care teams are standing by, ready to assist you in any way needed and you can easily track your orders, view your order history, and reorder past items with our FREE Gopher Order Manager App. All in-stock products arrive in 4 days or less with our Fast or Free <sup>SM</sup> Shipping Guarantee.

### Contract Documents & Resources

- [Master Agreement](#)
- [Shopping Options](#)
- [Contract Amendments](#)
- [Webinar Registration](#)

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

**The 1.2MM to 1.5MM Catalogs that we send out will be our primary vehicle for driving awareness amongst customers about the OMNIA contract partnership. We also have an extensive list of email contacts for Physical Education Teachers, Principals, Administrators, and other Public Agencies that have opted in to receive Gopher communications that we will market our partnership through, as well as the over 100,000 annual orders a year that go through our sales & customer service team at some point in the ordering process.**

**Current other major cooperative agreements:**



**Contract Number:** 071819-PRO

**Contract Name:** Athletic and Physical Education Equipment and Supplies

**Expiration Date:** October 3, 2023

[Click here to learn more](#)

**At Gopher we are "customer first" and we will serve the needs of all customers, small and large, so the cooperative purchasing position is one of the abilities to service their needs, streamline their processes and offer large discounts not available anywhere else.**

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

**Yes, confirmed.**

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

**Yes, confirmed.**

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

**Yes, confirmed.**

G. Provide the name, title, email, and phone number for the person(s), who will be responsible for:

Ryan Reimers- *Chief Operating Officer* (Exec Support, Financial Reporting).  
[ryanreimers@gophersport.com](mailto:ryanreimers@gophersport.com), (507) 444-1522

Matt Ginskey- *Vice President, Gopher Business Unit* (Exec Support).  
[mattginskey@gophersport.com](mailto:mattginskey@gophersport.com), (507) 444-1506

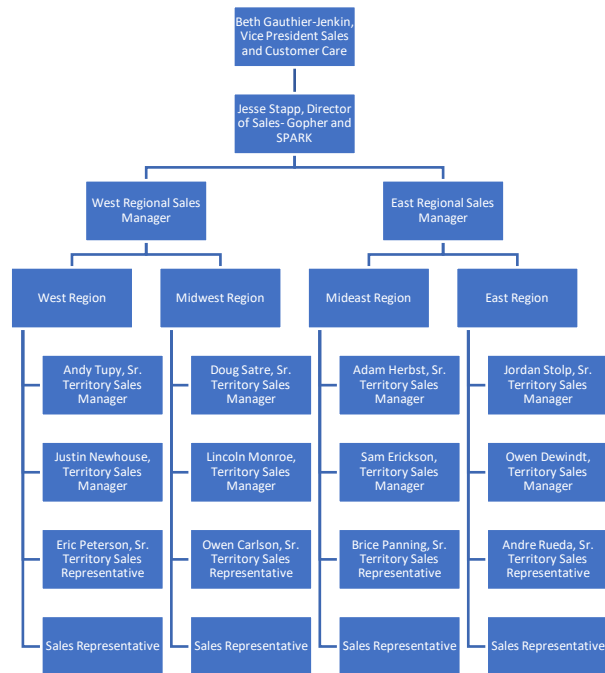
Gary Buescher- *Vice President Procurement & Manufacturing* (Exec Support).  
[garybuescher@gophersport.com](mailto:garybuescher@gophersport.com), (507) 444-1534

Beth Gauthier-Jenkin- *Vice President, Sales and Customer Care* (Exec Support & A/P).  
[bethgauthierjenkin@gophersport.com](mailto:bethgauthierjenkin@gophersport.com), (507) 444-4242

Jonathan Faloon- *Gopher Brand Director*- Minnesota (Marketing).  
[jonathonfaloon@gophersport.com](mailto:jonathonfaloon@gophersport.com), (952) 841-9726

Jesse Stapp- *Director of Sales- Gopher & SPARK*- Minnesota (Sales/Support & Contracts).  
[jessestapp@gophersport.com](mailto:jessestapp@gophersport.com), (855) 500-3620

H. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.



H. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow, and service the national program.

**Gopher Sport has had 7 concurrent years (2016- present) working with the Omnia team to strategize and produce incremental revenue through various marketing and sales campaigns. Here is a breakdown of the first 3 months if we were to be awarded a new contract:**



**Within 30 days of new contract:**

- Contract kickoff meeting between Gopher and Omnia teams
- Sales calls to our top 200 customers to make them aware of new contract

**Within 60 days of new contract:**

- Joint training between Omnia and Gopher to further equip our sales staff to sell the new contract
- Continue monthly Omnia & Gopher Sport Business review meetings (Gopher marketing & sales + Omnia Partner Development staff)
- Review next 3-6 month in-market travel schedule and coordinate on signage to increase Omnia exposure at tradeshow events

**Within 90 days of new contract:**

- Gopher Sport analysis on first quarter with new contract (quote/order volume, order size, trending categories/products, sales campaign reporting, etc.)

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

**Given that Gopher & OMNIA/HCPS are in a current agreement, we will continue the consistent management of the contracts with leadership from Jonathan Faloon & Jesse Stapp working together to coordinate any needs through our marketing, marketing operations & sales teams and concurrently communicate directly with Ben Fuess (OMNIA Partners) on monthly financial reporting, marketing & sales efforts and any other partnership needs.**

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

**Gopher Sport Sales in 2022: \$131,264,738 – most of these sales came from Public Agencies**

Public Agency	Address	City	State	Zip Code	Phone
Manteca Unified School District	2271 W Louise Ave	Manteca	CA	95337	(209) 825-3200
Compton Unified School District	501 S Sante Fe Ave	Compton	CA	90221	(310) 639-4321
Oxnard Elementary School District	1051 S A St	Oxnard	CA	93030	(805) 385-1501
Fresno Unified School District	2309 Tulare St	Fresno	CA	93721	(559) 457-3000
Dallas Independent School District	9400 N Central Expy Suite 1620	Dallas	TX	75231	(972) 925-3700
Chicago Public Schools	42 W Madison Street	Chicago	IL	60602	(773) 553-1000
Houston Independent School District	4400 W 18 <sup>th</sup> St	Houston	TX	77092	(713) 556-6000
Mesa Public Schools	63 E Main St Ste 101	Mesa	AZ	85201	(480) 472-0000
Clayton County Public Schools	1058 5 <sup>th</sup> Ave	Jonesboro	GA	30236	(770) 473-2700
Los Angeles Unified School District	333 S Beaudry Ave	Los Angeles	CA	90017	(213) 241-1000

I. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

**Please see Tab 3, part F response.**

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

**Gopher and OMNIA/HCPS have had a consistent and growth-oriented partnership since 2016. Sales in the last two years have been \$2,368,820 (2021) and \$7,016,072 (2022) and we are excited to continue the momentum together in partnership to grow beyond the \$7MM mark. We are committed to marketing & sales efforts to drive gains on the partnership sales totals and look forward to future mutually beneficial growth.**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

**Gopher operates customer first always. When it comes to circumstances where solicitations from individual customers are a requirement, we will respond appropriately.**

#### **Tab 4 – References**

**Provide a minimum of three (3) reference letters from owner representatives for projects that your firm has provided or is providing services which are similar in scope to this RFP. Reference letters shall be current, dated within one (1) year of this solicitation. The reference from the owner representative must be provided on their letterhead, and include details regarding your Firm's role, level of service provided, etc. Letters from Harford County Public Schools staff shall not be considered. Please include current contact information for all references.**

**Here is a list of 5 of our top customers that would be willing to offer an outstanding recommendation for Gopher Sport if they were to be contacted:**

- 1) **Company Name: Charlotte-Mecklenburg Schools**
  - a. **Address: 3301 Stafford Drive, Charlotte, NC 28208**
  - b. **Phone Number: (980) 343-6050**
  - c. **Contact Name: Keith Kraemer**
- 2) **Company Name: Mesquite Independent School District**
  - a. **Address: 3819 Towne Crossing Blvd, Mesquite, TX 75150**
  - b. **Phone Number: (972) 882-7413**
  - c. **Contact Name: Wendi Hatley**
- 3) **Company Name: San Bernardino City Unified School District**
  - a. **Address: 777 N F St, San Bernardino, CA 92410**
  - b. **Phone Number: (909) 473-2090**
  - c. **Contact Name: Amy Gazzaniga**
- 4) **Company Name: Buffalo Public Schools**
  - a. **Address: 712 City Hall 65 Niagara Square, Buffalo, NY 14202**
  - b. **Phone Number: (716) 816-4013**
  - c. **Contact Name: Dr. Sue Baldwin**
- 5) **Company Name: Independent School District 196 Rosemount-Apple Valley-Eagan**
  - a. **Address: 3455 153<sup>rd</sup> Street West, Rosemount, MN 55068**
  - b. **Phone Number: (651) 423-7700**
  - c. **Contact Name: Becki Douglas**

**Contact information for two (2) former clients that have discontinued services with your Firm in the last 2 years.**

- 1) **Company Name: Socorro Independent School District**
  - a. **Address: 12440 Rojas Dr, El Paso, TX 79928**
  - b. **Phone Number: (915) 937-0000**
  - c. **Contact Name: Justine Farmer**
- 2) **Company Name: Baltimore City Public School District**
  - a. **Address: 200 E North Ave, Baltimore, MD 21202**
  - b. **Phone Number: (443) 984-2000**
  - c. **Contact Name: Deborah Torres**

**Tab 5 – Exceptions**

None

**Tab 6 – Addenda**

None

**Tab 7 – Required Documents (See Below Signed/Attached)**

**END CONFIDENTIAL – PRIVATELY HELD PROPRIETARY INFO**

A. Attachment “B” Insurance Requirements for Service/Consulting Contracts

B. Attachment “C” Debarment Certification

C. Attachment “D” Conflict of Interest Form

D. Attachment “E” Employment of Sex Offenders and Other Criminal Offenders Affidavit

E. Attachment “F” Anti-Bribery Affidavit

F. Attachment “G” Professional Services Agreement

G. The successful Offeror will be required to sign Attachment I, Exhibit B prior to contract award, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

H. Include completed Attachment I, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. RFP # 23-SR-020 Athletic and Physical Education Supplies, Equipment and Related Products

## Procurement Department

Sara Rowe, NIGP-CPP, Procurement Agent

ph. 410-638-4082  
[Sara.Rowe@hcps.org](mailto:Sara.Rowe@hcps.org)

### Addendum #1

RFP 23-SR-020

### ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS

**TO:** ALL OFFERORS  
**FROM:** Sara Rowe, Procurement Agent  
**DATE:** March 6, 2023

The purpose of this addendum is to provide clarification to all prospective offerors.

1. A copy of the pre-proposal sign-in sheet is attached. Addendum #1, Attachment 1
2. **QUESTION:** Based on the scope of work, I thought that vendors can submit a full catalog of products. However, I'm confused with the Market Basket. Do vendors have to offer all of the listed products in order to respond to his bid?

**ANSWER:**

Per Page 49, Bullet #2:

"2. Respondent must respond to all items listed in the Respondent Bid Submission Section or mark item "NA"."

Offers should provide their full catalog of products in accordance with the scope of work. Complete Market Basket will be used for evaluation purposes.

3. **QUESTION:** I wanted to see if there was something specific you were looking for that I can make sure we include in this new bid!

**ANSWER:** Offers should provide their full catalog of products in accordance with the scope of work.

4. **QUESTION:** I wanted to submit a proposal for this RFP. I received an invite from Omnia Partners for it. I have never actually submitted a proposal before. I am not sure what PE supplies or equipment you

are looking for, but I assume since Omnia sent this to me, that you might be looking for some yoga products? Do I submit a wholesale line sheet of what we have? We also have capabilities to do custom products, pricing and bids on that depend on what items and quantity of course. Let me know as I would love the opportunity to work with you on this project.

**ANSWER:** Offers should provide their full catalog of products in accordance with the scope of work.

5. **DELETE:** Page 24, Tab -8 Contract pricing Page, Bullet C:

C. Offerors are not required to submit pricing for all items on "Attachment "I" Cost Proposal. Items that do not apply to an Offeror shall be marked "N/A". Additional items may also be listed in the spaces provided for additional items or by submitting additional sheets.

**ADD:** Page 24, Tab -8 Contract pricing Page, Bullet C:

C. Offerors are not required to submit pricing for all items on "Attachment "H" Cost Proposal. Items that do not apply to an Offeror shall be marked "N/A". Additional items may also be listed in the spaces provided for additional items or by submitting additional sheets.

6. **DELETE:** Page 37, Services:

**Scope of Services.** Subject to the terms and conditions of this Agreement, Provider will perform those professional consulting services as set forth and attached hereto as Exhibit A (SCOPE OF WORK), Exhibit B (Fees), Exhibit C (Schedule), and The Awardee's Response to RFP #23-SR-016,

**ADD:** Page 37, Services:

**Scope of Services.** Subject to the terms and conditions of this Agreement, Provider will perform those professional consulting services as set forth and attached hereto as Exhibit A (SCOPE OF WORK), Exhibit B (Fees), Exhibit C (Schedule), and The Awardee's Response to RFP #23-SR-020,

I hereby acknowledge receipt of Addendum #1 dated March 7, 2023, to RFP #23-SR-020: ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS

<u>The prophet corporation</u>	<u>Ryan Elmers</u>
Company	Name (Print or Type)
<u>[Signature]</u>	<u>03/17/23</u>
Authorized Signature	Date

**Note:** Offeror shall sign and submit Addendum with RFP submission. The same person signing Addendum shall sign the Signature Sheet. Failure to submit the Addendum may deem your offer as non-responsive.

**Addendum #1**  
**Attachment A: Pre-Proposal Sign-In Sheet**  
**RFP #23-SR-020**  
**ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS**

<b>23-SR-020: Athletic and Physical Education Supplies Equipment and Related Products</b>		
<b>Pre-Proposal Meeting</b>		
<b>February 17, 2023 at 9:00 AM</b>		
<b>Microsoft Teams</b>		
<b>Organization</b>	<b>Contact</b>	<b>Email</b>
Harford County Public Schools	Kilo Mack	kilo.mack@hcps.org
Harford County Public Schools	Sara Rowe	sara.rowe@hcps.org
Harford County Public Schools	Lori Schreck	lori.schreck@hcps.org
Harford County Public Schools	Stacy Phillips	stacy.phillips@hcps.org
Omnia Partners	Christine Dorantes	christine.dorantes@omniapartners.com
Omnia Partners	Amy Smith	amy.smith@omniapartners.com
Omnia Partners	Sonda Sahley	sonda.sahley@omniapartners.com
Gopher Sport	Jesse Stapp	jessestapp@gophersport.com
Gopher Sport	Jonathan Faloon	jonathanfaloon@gophersport.com



## Rowe, Sara

---

**From:** Jonathan Faloon <jonathanfaloon@gophersport.com>  
**Sent:** Monday, April 24, 2023 11:33 AM  
**To:** Rowe, Sara; Jesse Stapp; Owen DeWindt  
**Subject:** RE: [External] RE: REQUEST FOR ADDITIONAL INFORMATION: RFP 23-SR-020 ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS

**Caution:** This message was sent from a source outside of Harford County Public Schools. Please exercise caution. Do not click on links or attachments unless you recognize the sender and believe the content is safe. When in doubt, contact HCPS User Support.

Hi Sara,

Thanks for the call back. Per our conversation, the below link to our digital catalog that has our full range of products and services available.

[Digital Catalog - Gopher Sport](#)

Just FYI, this morning I already put in an overnight order for a physical catalog to be sent to you and that is already being processed, so you will receive a Gopher catalog in the mail just in case 😊.

Any other questions or needs, just let me know.

Thanks,  
Jonathan

**Jonathan Faloon** | Gopher Brand Director | **Gopher Sport**  
Tel: 952-841-9726 | 7650 Edinborough Way #60, Edina, MN 55435

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Visit our Brands! [GopherSport.com](#) | [PWAP.com](#) | [Moving-Minds.com](#) | [STEM-Supplies.com](#) | [SPARKPE.org](#)

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**From:** Rowe, Sara <Sara.Rowe@hcps.org>  
**Sent:** Monday, April 24, 2023 10:18 AM  
**To:** Jonathan Faloon <jonathanfaloon@gophersport.com>; Jesse Stapp <jessestapp@gophersport.com>; Owen DeWindt <owendewindt@gophersport.com>  
**Subject:** RE: [External] RE: REQUEST FOR ADDITIONAL INFORMATION: RFP 23-SR-020 ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS

Good Morning,

Our committee has requested to see the full catalog of items that you are able to provide if you are awarded a contract as a result for RFP 23-SR-020. They need to see what products would be included under the potential contract. The committee needs this information to finalize our evaluation process which is why it is needed by the requested deadline.

Please let me know when we can expect to receive the requested information.

Thanks,

Sara



[Click here](#) to take a brief customer satisfaction survey.

Sara Rowe (Harvey), NIGP-CPP  
Procurement Agent  
Harford County Public Schools  
A.A. Roberty Building  
102 S. Hickory Avenue  
Bel Air, MD 21014  
410.638.4082 (Direct Line)

---

**From:** Jonathan Faloon <[jonathanfaloon@gophersport.com](mailto:jonathanfaloon@gophersport.com)>  
**Sent:** Monday, April 24, 2023 10:12 AM  
**To:** Rowe, Sara <[Sara.Rowe@hcps.org](mailto:Sara.Rowe@hcps.org)>; Jesse Stapp <[jessestapp@gophersport.com](mailto:jessestapp@gophersport.com)>; Owen DeWindt <[owendewindt@gophersport.com](mailto:owendewindt@gophersport.com)>  
**Subject:** [External] RE: REQUEST FOR ADDITIONAL INFORMATION: RFP 23-SR-020 ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS

**Caution:** This message was sent from a source outside of Harford County Public Schools. Please exercise caution. Do not click on links or attachments unless you recognize the sender and believe the content is safe. When in doubt, contact HCPS User Support.

Hi Sara,

Thanks for sending this. For request #1 below, are you just asking for us to send you our most current Gopher catalog? And if so, we will send as soon as possible, I just can't guarantee it will arrive by Tuesday, 4/25 at noon. However in the meantime I can show you to the link for our digital catalog that has the full range of products and services from Gopher.

[Digital Catalog - Gopher Sport](#)

Please let me know if there is something else you're looking for "full product & service catalog."

Thanks,  
Jonathan

**Jonathan Faloon** | Gopher Brand Director | **Gopher Sport**  
Tel: 952-841-9726 | 7650 Edinborough Way #60, Edina, MN 55435

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**From:** Rowe, Sara <[Sara.Rowe@hcps.org](mailto:Sara.Rowe@hcps.org)>  
**Sent:** Friday, April 21, 2023 3:14 PM  
**To:** Jesse Stapp <[jessestapp@gophersport.com](mailto:jessestapp@gophersport.com)>; Jonathan Faloon <[jonathanfaloon@gophersport.com](mailto:jonathanfaloon@gophersport.com)>; Owen DeWindt <[owendewindt@gophersport.com](mailto:owendewindt@gophersport.com)>  
**Subject:** REQUEST FOR ADDITIONAL INFORMATION: RFP 23-SR-020 ATHLETIC AND PHYSICAL EDUCATION SUPPLIES,

EQUIPMENT AND RELATED PRODUCTS

**Importance:** High

Good Afternoon,

Per section 16.4 of the solicitation, HCPS is requesting additional information to evaluate your proposal.

- 16.4 It is HCPS' intent to award a contract to the respondent deemed most advantageous to HCPS in accordance with the evaluation criteria specified elsewhere in this RFP. The Board reserves the right, however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers.

HCPS is requesting the following:

1. A full product and service catalog outlining the full scope of products and services you are offering with this proposal. Please submit this information prior to noon, on Tuesday, April 25
2. HCPS is requesting reference letters as requested in the RFP document. The reference information submitted did not meet the requirements of the RFP. References must be submitted prior to noon, on Monday, May 1, 2023 in compliance with the requirements of the proposal.

**Tab 4– References – (Weighted Value 10)**

Provide a minimum of three (3) reference letters from owner representatives for projects that your firm has provided or is providing services which are similar in scope to this RFP. Reference letters shall be current, dated within one (1) year of this solicitation. The reference from the owner representative must be provided on their letterhead, and include details regarding your Firm's role, level of service provided, etc. Letters from Harford County Public Schools staff shall not be considered. Please include current contact information for all references. Please also include contact information for two (2) former clients that have discontinued services with your Firm in the last 2 years.

Please let me know if you have any questions or concerns.

Thank you,

Sara



[Click here](#) to take a brief customer satisfaction survey.

Sara Rowe (Harvey), NIGP-CPP  
Procurement Agent  
Harford County Public Schools  
A.A. Roberty Building  
102 S. Hickory Avenue  
Bel Air, MD 21014  
410.638.4082 (Direct Line)

## Rowe, Sara

---

**From:** Jonathan Faloon <jonathanfaloon@gophersport.com>  
**Sent:** Friday, April 28, 2023 1:18 PM  
**To:** Rowe, Sara; Jesse Stapp; Owen DeWindt  
**Subject:** RE: [External] RE: RFP 23-SR-020 Clarifications

**Caution:** This message was sent from a source outside of Harford County Public Schools. Please exercise caution. Do not click on links or attachments unless you recognize the sender and believe the content is safe. When in doubt, contact HCPS User Support.

Hi Sara,

Yep, that is correct.

**Jonathan Faloon** | Gopher Brand Director | **Gopher Sport**  
Tel: 952-841-9726 | 7650 Edinborough Way #60, Edina, MN 55435

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---

**From:** Rowe, Sara <Sara.Rowe@hcps.org>  
**Sent:** Friday, April 28, 2023 12:03 PM  
**To:** Jonathan Faloon <jonathanfaloon@gophersport.com>; Jesse Stapp <jessestapp@gophersport.com>; Owen DeWindt <owendewindt@gophersport.com>  
**Subject:** RE: [External] RE: RFP 23-SR-020 Clarifications

Hi Jonathan,

Just for further clarification, for the "order", we rarely spend large orders but rather smaller amounts directly through the shopping platform so in most cases, for HCPS, the discount would be 11% the, correct?

Thanks!

Sara

---

**From:** Jonathan Faloon <[jonathanfaloon@gophersport.com](mailto:jonathanfaloon@gophersport.com)>  
**Sent:** Friday, April 28, 2023 11:51 AM  
**To:** Rowe, Sara <[Sara.Rowe@hcps.org](mailto:Sara.Rowe@hcps.org)>; Jesse Stapp <[jessestapp@gophersport.com](mailto:jessestapp@gophersport.com)>; Owen DeWindt <[owendewindt@gophersport.com](mailto:owendewindt@gophersport.com)>  
**Subject:** [External] RE: RFP 23-SR-020 Clarifications

**Caution:** This message was sent from a source outside of Harford County Public Schools. Please exercise caution. Do not click on links or attachments unless you recognize the sender and believe the content is safe. When in doubt, contact HCPS User Support.

Hi Sara,

Please see my responses below in Green. Thanks!

1. Tab 8.5 – Market basket shows 14% discount while Tab 8.1 shows an 11% discount. Please clarify this discrepancy.
  - a. This 14% showing the maximum discount of 11% plus a 3% discount for orders over \$50,000 based on the volume tiers we specified:
    - i. **Gopher will provide the following volume discounts at escalating rates from 1%-3% for the order sizes below:**
      1. 1% Additional on orders \$10-25K
      2. 2% Additional on orders \$25-50K
      3. 3% Additional on orders \$50K+
    - ii. **Same as current Gopher and OMNIA/HCPS contract.**
2. Tab 8.3 – “Gopher will offer a 3% discount on products marked with a “G” that are considered Only From Gopher (OFG). Can you please specify what these items consist of and what percentage of your catalog consists of “OFG” items?
  - a. The current catalog has ~37% of our items that are classified as Only From Gopher (OFG). For context, when we agreed to our original OMNIA/HCPS contract back in 2017 we were closer to ~50% OFG items, so there is a much greater amount of products that qualify for the full 11% discount.
  - b. Examples of these include:
    - i. Proprietary “Screamin” ball colors that are a uniquely designed with brighter, more vivid colors to improve student success
    - ii. Gopher UltraPlay Utility balls that are designed with a softer, tackier rubber coating to improve the feel and tighter windings to improve the playability and durability of the ball when compared to a typical playground ball
    - iii. Gopher DuraCoat Foam Balls that are designed with a proprietary coating to improve the durability and longevity of the foam ball while maintaining it’s playability
3. Are there any restocking fees? If so, what are they?
  - a. No restocking fees. We have a 100% Satisfaction Guarantee that is committed to no hassles returns, so we do not put any financial burden on our customers when returning items to Gopher.

Jonathan

**Jonathan Faloon** | Gopher Brand Director | **Gopher Sport**  
Tel: 952-841-9726 | 7650 Edinborough Way #60, Edina, MN 55435

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Visit our Brands! [GopherSport.com](https://GopherSport.com) | [PWAP.com](https://PWAP.com) | [Moving-Minds.com](https://Moving-Minds.com) | [STEM-Supplies.com](https://STEM-Supplies.com) | [SPARKPE.org](https://SPARKPE.org)

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**From:** Rowe, Sara <[Sara.Rowe@hcps.org](mailto:Sara.Rowe@hcps.org)>

**Sent:** Thursday, April 27, 2023 12:22 PM

**To:** Jonathan Faloon <[jonathanfaloon@gophersport.com](mailto:jonathanfaloon@gophersport.com)>; Jesse Stapp <[jessestapp@gophersport.com](mailto:jessestapp@gophersport.com)>; Owen DeWindt <[owendewindt@gophersport.com](mailto:owendewindt@gophersport.com)>

**Subject:** RFP 23-SR-020 Clarifications

**Importance:** High

Good Afternoon,

The committee has a few clarification questions regarding your response to RFP #23-SR-020. Please provide a response to each question prior to 3:00 PM TOMORROW, April 28, 2023.

1. Tab 8.5 – Market basket shows 14% discount while Tab 8.1 shows an 11% discount. Please clarify this discrepancy.
2. Tab 8.3 – “Gopher will offer a 3% discount on products marked with a “G” that are considered Only From Gopher (OFG). Can you please specify what these items consist of and what percentage of your catalog consists of “OFG” items?
3. Are there any restocking fees? If so, what are they?

Please let me know if you have any questions.

Thanks,

Sara



[Click here](#) to take a brief customer satisfaction survey.

Sara Rowe (Harvey), NIGP-CPP  
Procurement Agent  
Harford County Public Schools  
A.A. Roberty Building  
102 S. Hickory Avenue  
Bel Air, MD 21014  
410.638.4082 (Direct Line)



Valerie Craig-Ndiaye  
Health and Physical Education  
Supervisor

**The Jersey City Public Schools  
346 Claremont Avenue  
Jersey City, New Jersey 07305**



Telephone: 201-482-6435  
Email: [vcraigndiaye@jcboe.org](mailto:vcraigndiaye@jcboe.org)

April 27, 2023

This letter is to provide a reference for Gopher Sports, based on my own experience with the company. I have been working with Gopher Sports for quite a few years now, firstly as a physical education teacher and now as a Supervisor. In both roles, I have been very pleased with the quality of the physical education equipment that Gopher Sports has been able to provide. The equipment is of the highest quality and is reliable and durable. The staff at Gopher Sports have been very helpful in providing support and assistance whenever I have needed it. I have no hesitation in recommending Gopher Sports based on it's the quality of service they provide.

If I can answer any additional questions about my experience as a customer of Gopher Sports, please feel free to contact me.

Sincerely,

Valerie Craig-Ndiaye  
Health and Physical Education Supervisor  
Jersey City Public Schools







To whom it may concern,

I am writing to express my sincere gratitude and appreciation for the exceptional support that Gopher Sport has provided to Davis School District, primarily in physical education and athletics, but also for our Health teachers. Your commitment to delivering top-notch products and services has been invaluable in ensuring the success of our programs.

The Gopher sales team has consistently demonstrated a deep understanding of our needs and has provided us with the necessary equipment and supplies for our physical education classes and athletic teams. Your wide range of high-quality products has enabled our students to participate in various sports and activities and has helped us create a safe and enjoyable learning environment.

Furthermore, your team's support with large projects, such as opening new schools, has been outstanding. Your level of detail and attention to our specific requirements has been impressive. Your expertise has been essential in ensuring we have the right equipment and supplies for our new school facilities.

Finally, I sincerely appreciate the professional development opportunities you have provided to our physical education teachers. Your team has consistently delivered relevant and engaging workshops that have helped our teachers improve their skills and knowledge in physical education. Gopher is a trusted and valued partner for Davis School District. We are a district of 92 schools, 75,000 students, and 10,000 employees. Gopher's dedication to excellence is truly inspiring, and we are incredibly grateful for everything you have done to support our programs in Davis School District.

Dr. Timothy A. Best

*Timothy A. Best*

Healthy Lifestyles Director

Executive Director SHAPE Utah

[tbest@dsdmail.net](mailto:tbest@dsdmail.net)

801-402-7850



**Curriculum and Instruction Department**

385-646-4543

FAX: 385-646-4103

385-646-5000

FAX: 385-646-4128

[www.graniteschools.org](http://www.graniteschools.org)

Jenny Grosh  
Elementary Physical Education Coordinator  
Elementary Health Education Specialist  
Granite School District  
2500 South State Street  
Salt Lake City, Utah 84115

April 25, 2023

To Whom It May Concern,

It is with great pleasure and confidence that I recommend Gopher Sport, PE – Sports and Fitness equipment to any school district, business or entity that is seeking to purchase quality sports equipment to use at their sites and that they will stand by their equipment with an unconditional guarantee to back it up.

I have purchased Gopher equipment since 2000, when I opened an elementary school, Jamaica Elementary, in Lake Havasu Unified School District, in Lake Havasu City Arizona. Over the years I have been in 4 school districts purchasing Gopher equipment from Arizona to Murray School District, Jordan School District and now Granite School District in Utah, where the quality of product and customer service have been A+ material since 2000.

With changing districts over the last 20+ years, I have always fought to purchase from Gopher, rather than other PE equipment companies, because of their quality, customer service, and lifetime guarantee. I am old school; I still love the colorful glossy catalogs that I get a couple times a year and I still use those to find product. I know their pricing can be higher than other companies, but I know in the end if I am not happy with a product, they are a phone call away, and I know it by heart: 1(800)533-0446 and they will help me resolve any issues that I have. I am a happy and grateful life-long customer.

If you have any questions, feel free to contact me at 385-646-4641.

Sincerely,  
Jenny Grosh



# Battle Ground Public Schools

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PO Box 200 • Battle Ground, WA 98604-0200 • Office Location: 11104 NE 149<sup>th</sup> St., Brush Prairie, Washington  
District Switchboard: (360) 885-5300 • Fax (360) 885-5351

April 25, 2023

Gopher Sport  
2525 Lemond ST SW  
PO Box 998  
Owatonna, MN 55060-0998

To Whom It May Concern:

I'm writing to express my appreciation for the Gopher Sport team!

Battle Ground School District has placed orders with Gopher Sport since 2007. Customer service has always been excellent! Phone calls and emails are answered promptly. Communications regarding stock status, shipments, and backorders are provided timely. Shipments arrive quickly. Seldom are there issues with quality or damage, but on the rare occasion a problem occurs, the Gopher team handles it promptly, in a friendly and professional manner.

In addition, since Gopher Sport is an authorized dealer for multiple product lines, they have the ability to source special order "off menu" items! I especially appreciate that! Gopher representatives go the extra mile to ensure order accuracy and customer satisfaction!

Thank you!

**Darcy Spiekerman | Purchasing Agent-Warehouse Mgr. | Battle Ground School District**  
Voice: 360 885 6505 | Fax: 360 885 6594 | [spiekerman.darcy@battlegroundps.org](mailto:spiekerman.darcy@battlegroundps.org)  
400 N Parkway Ave | PO BOX 200 | Battle Ground, WA 98604

## **EXHIBIT B (FEES)**

Fees shall be in accordance with proposal documents as submitted by Gopher Sport to RFP 23-SR-020.

**Tab 8 – Attachment H - Cost Proposal (See Separate Attachment & Email for detailed cost proposal)**

Please provide the discount percent for each product category offered. Proposer may offer their complete product, parts, services, and solutions as a balance of line additional categories, if necessary.

**Gopher and OMNIA/HCPS have had a mutually beneficial partnership dating back to 2016 with pricing discounts, escalating order size additional discounts as well as shipping (parcel & truck) pricing options that are the best pricing that we've made available since and continue to make available. The below proposal is a recommendation reflecting a continuation of this partnership at the same rates given that we have seen mutually beneficial growth since contract inception and significant growth in the last 2 years.**

- |                                 |                       |
|---------------------------------|-----------------------|
| 1) Physical Education Equipment | 11% off catalog price |
| 2) Athletic Equipment           | 11% off catalog price |
| 3) Sports Equipment             | 11% off catalog price |
| 4) Apparel and Footwear         | N/A                   |
| 5) Team Uniforms                | N/A                   |
| 6) Additional Categories        | N/A                   |
| 7) Exclusions                   |                       |

**TAB 8.2 - SHIPPING EXCEPTIONS**

All prices are to include all applicable shipping costs. If there are certain product exceptions, please note. Include any minimum requirements, detail ancillary costs such as outside Continental US, dock delivery, inside delivery and deliver/installation.

**All orders will be given Free Shipping on parcel items and an 8% Discounted Rate on Truck (Freight) items. Items with MAP pricing (supplier agreements prevent discounting) do not receive a discount. Shipping to Alaska & Hawaii is 20%. Same as current Gopher and OMNIA/HCPS contract.**

**TAB 8.3 – RELATED PRODUCTS AND SERVICES**

Proposer shall provide any additional related products and services offered that it wishes to be considered as Value Add.

**Gopher will offer a 3% discount on products marked with a “G” that are considered Only From Gopher (OFG)...these will be excluded from the 11% product discount but will be eligible for the escalating order size discounts shown below for a maximum of 6% on these items. Same as current Gopher and OMNIA/HCPS contract.**

**TAB 8.4– ADDITIONAL OFFERINGS**

Detail any additional pricing incentives, volume purchases, promotions, special manufacturer’s offers, free good programs, discounts, or rebates that may be available. Such as for large volume, bundled purchased, etc. to Participating Public Agencies.

Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e., local city, county, school district, housing authority, etc.

**Gopher will provide the following volume discounts at escalating rates from 1%-3% for the order sizes below:**

- i. 1% Additional on orders \$10-25K
- ii. 2% Additional on orders \$25-50K
- iii. 3% Additional on orders \$50K+

**Same as current Gopher and OMNIA/HCPS contract.**

Tab 8.5 – Market Basket

Provide a customized market basket of products and services.

Company Name

Representative Signature

Tab 8.5 – Market Basket

REQUEST FOR PROPOSAL # 23-SR-020 MARKET BASKET

1 Respondent will not make any changes on Market Basket except to adding Respondent's company.

2 Respondent must respond to all items listed in the Respondent Bid Submission Section or mark item "NA".

3 Equivalents and/or Private Brand items shall include manufacturer and model number.

4 Respondent should adjust response price to match the Unit of Measure and package (PK) quantity specified.

5 Respondent must specify their net sell price for items.

6 Market Basket will be used to evaluate pricing. Respondent must specify the price and discount percentage.

7 Quoted discounts from list must be applied to every item in the category. Margin or cost floors are not allowed.

Note:

In the event of a conflict between these instructions, and instructions contained in Scope of Work the instructions enumerated in the Scope of Work shall govern.

Request for Proposal #23-SR-020										
*Discount reflects 11% + 3% Max Volume Discount										
Market Basket										
Product				Proposed Product						
Item	MFG #	Description	UOM	MFG Number	MFG Name	Description	Supplier Number	Catalog Price	Discount %	Unit Price
1	02-477	Throwing and Catching Skills Pack	PK	02-477	Gopher Sport	Throwing and Catching Skills Pack	02-477	\$ 34.95	14%	\$ 30.06
2	02-739	ATEC T3 Professional Batting Tee	EA	WTATT3000	Wilson Team Sports	ATEC T3 Professional Batting Tee	02-739	\$ 145.00	14%	\$ 124.70
3	07-677	Pickle-Ball Rally Meister Paddle - Wood	EA	PBC120	Pickle Ball Inc	Pickle-Ball Rally Meister Paddle - Wood	07-677	\$ 18.95	14%	\$ 16.30
4	07-685	Pickle-Ball DURA Ball - Outdoor, Neon, Set of 12	EA	PB111-0028	Pickle Ball Inc	Pickle-Ball DURA Ball - Outdoor, Neon, Set of 12	07-685	\$ 44.95	14%	\$ 38.66
5	10-320	Hop-Along Bouncer - 24" dia, Blue	EA	111002394	Gopher Sport	Hop-Along Bouncer - 24" dia, Blue	10-320	\$ 39.95	14%	\$ 34.36
6	10-726	STXball Lacrosse Set - 12 Player Set	EA	SB 10C GN/YW	STX	STXball Lacrosse Set - 12 Player Set	10-726	\$ 349.00	14%	\$ 300.14
7	16-906	Stiga 2 Star Table Tennis Balls - Orange, Package of 144	EA	16-906	Gopher Sport	Stiga 2 Star Table Tennis Balls - Orange, Package of 144	16-906	\$ 259.00	14%	\$ 222.74
8	20-535	Rainbow Nylon Beanbags - 4" sq, Set of 6	EA	YTC-GP01-4	Gopher Sport	Rainbow Nylon Beanbags - 4" sq, Set of 6	20-535	\$ 15.95	14%	\$ 13.72
9	20-541	Frisbee Ultimate Disc - Set of 6	EA	20-541	Gopher Sport	Frisbee Ultimate Disc - Set of 6	20-541	\$ 79.95	14%	\$ 68.76
10	29-472	FitPro Competitor Pinnie Pack - Large, Red/Blue, Set of 30	EA	29-472	Gopher Sport	FitPro Competitor Pinnie Pack - Large, Red/Blue, Set of 30	29-472	\$ 185.00	14%	\$ 159.10
11	34-047	Body Muscle Replica - 5 lb	EA	WA24038	Nasco Education	Body Muscle Replica - 5 lb	34-047	\$ 239.00	14%	\$ 205.54
12	40-169	Vinyl Floor Tape - 108'L x 2"W, Green	EA	2X36FTGN	Champion Sports	Vinyl Floor Tape - 108'L x 2"W, Green	40-169	\$ 7.95	14%	\$ 6.84
13	40-226	Uline Vinyl Floor Tape - 108'L x 1"W, Green	EA	S-7191	Uline	Uline Vinyl Floor Tape - 108'L x 1"W, Green	40-226	\$ 5.95	14%	\$ 5.12
14	41-150	EZ Turn NeverWear Segmented Jump Ropes - 6'L, Red, Set of 6	EA	YTA-197/6RW	Gopher Sport	EZ Turn NeverWear Segmented Jump Ropes - 6'L, Red, Set of 6	41-150	\$ 39.95	14%	\$ 34.36
15	41-518	Rainbow High-Density Premium Fleece Balls - 4" dia, Set of 6	EA	VYB-95MWS6	Gopher Sport	Rainbow High-Density Premium Fleece Balls - 4" dia, Set of 6	41-518	\$ 54.95	14%	\$ 47.26
16	42-133	Soft-Squeeze Baseballs - Set of 12	ST	42-133	Gopher Sport	Soft-Squeeze Baseballs - Set of 12	42-133	\$ 23.95	14%	\$ 20.60
17	42-477	BigHitter Game Pack - Bat	EA	NIL	Gopher Sport	BigHitter Game Pack - Bat	42-477	\$ 34.95	14%	\$ 30.06
18	42-538	Gopher Biggie Numbered Bases - Orange, Set of 4	EA	CUS-7568-O	Gopher Sport	Gopher Biggie Numbered Bases - Orange, Set of 4	42-538	\$ 89.95	14%	\$ 77.36
19	45-504	Assist-A-Roll Bowling Ramp	EA	Folding Bowling	Gopher Sport	Assist-A-Roll Bowling Ramp	45-504	\$ 265.00	14%	\$ 227.90
20	45-533	Foam Bowling Target Set	EA	45-533	Gopher Sport	Foam Bowling Target Set	45-533	\$ 119.00	14%	\$ 102.34
21	45-568	Striker Rubber Bowling Ball - 4lb, Blue	EA	BW-04BL	Gopher Sport	Striker Rubber Bowling Ball - 4lb, Blue	45-568	\$ 49.95	14%	\$ 42.96
22	49-256	Teach-nique Banner - Activity Based HR Zone	EA	GS49-256	Geyer Instructional	Teach-nique Banner - Activity Based HR Zone	49-256	\$ 49.95	14%	\$ 42.96
23	49-523	Rainbow IntroFit Medicine Balls with Instructions - 3lb, Set of 6	EA	49-523	Gopher Sport	Rainbow IntroFit Medicine Balls with Instructions - 3lb, Set of 6	49-523	\$ 155.00	14%	\$ 133.30
24	49-555	ProTex Resistance Tubing with Instructions - Set of 6	ST	49-555	Gopher Sport	ProTex Resistance Tubing with Instructions - Set of 6	49-555	\$ 149.00	14%	\$ 128.14
25	49-560	Rainbow IntroFit Fitness Bars with Instruction - 6lb, Set of 6	EA	49-560	Gopher Sport	Rainbow IntroFit Fitness Bars with Instruction - 6lb, Set of 6	49-560	\$ 185.00	14%	\$ 159.10
26	49-659	Rainbow IntroFit TACTonic Slamball with Instructions - 8lb, Set of 6	ST	49-659	Gopher Sport	Rainbow IntroFit TACTonic Slamball with Instructions - 8lb, Set of 6	49-659	\$ 219.00	14%	\$ 188.34
27	50-002	ACTIVE! TossUP Set	EA	50-002	Gopher Sport	ACTIVE! TossUP Set	50-002	\$ 59.95	14%	\$ 51.56
28	51-109	Pressureless Tennis Balls - Set of 12	EA	PE066	Gopher Sport	Pressureless Tennis Balls - Set of 12	51-109	\$ 25.95	14%	\$ 22.32
29	51-205	Carlton F2 Tournament Shuttlecocks - Medium Speed, Yellow Skirt, Tube of 6	EA	T003772	Dunlop Sports Group	Carlton F2 Tournament Shuttlecocks - Medium Speed, Yellow Skirt, Tube of 6	51-205	\$ 17.95	14%	\$ 15.44
30	53-518	DOM 36"L Field Hockey Stick - Yellow	EA	SSFH-YELLOW	DOM Sports And Games	DOM 36"L Field Hockey Stick - Yellow	53-518	\$ 28.95	14%	\$ 24.90
31	56-031	PaddlePro Paddles - Set of 24	EA	56-031	Gopher Sport	PaddlePro Paddles - Set of 24	56-031	\$ 429.00	14%	\$ 368.94
32	56-073	Rainbow Pick-A-Paddle Class Set - Full-Size, Set of 24 Raquets w/ 12 balls	EA	56-073	Gopher Sport	Rainbow Pick-A-Paddle Class Set - Full-Size, Set of 24 Raquets w/ 12 balls	56-073	\$ 285.00	14%	\$ 245.10
33	56-223	Rawlings Players Series - All-Synthetic Glove, 11.5"L, Right Throw	EA	PL115BC-12/0	Rawlings Sporting	Rawlings Players Series - All-Synthetic Glove, 11.5"L, Right Throw	56-223	\$ 32.95	14%	\$ 28.34
34	56-361	PaddlePro Foam Pickleballs - Rainbow, Set of 6	ST	HB90-SET	Gopher Sport	PaddlePro Foam Pickleballs - Rainbow, Set of 6	56-361	\$ 26.95	14%	\$ 23.18
35	56-386	Omnikin Replacement Baldder - 20" dia, Athletic Valve, Latex	EA	30205-000	Omnikin	Omnikin Replacement Baldder - 20" dia, Athletic Valve, Latex	56-386	\$ 44.95	14%	\$ 38.66

Request for Proposal #23-SR-020										
*Discount reflects 11% + 3% Max Volume Discount				Market Basket						
Product				Proposed Product						
Item	MFG #	Description	UOM	MFG Number	MFG Name	Description	Supplier Number	Catalog Price	Discount %	Unit Price
36	56-501	RallyNet Competition Badminton Net	EA	56-501	Gopher Sport	RallyNet Competition Badminton Net	56-501	\$ 59.95	14%	\$ 51.56
37	56-840	Field Marking Spray Paint - White, Case of 12	EA	1000	All American Paint Co	Field Marking Spray Paint - White, Case of 12	56-840	\$ 119.00	14%	\$ 102.34
38	57-031	ClassPlus SST Scooter Pack w/Storage Cart - 3", Indoor/Outdoor, Set of 24	EA	57-031	Gopher Sport	ClassPlus SST Scooter Pack w/Storage Cart - 3", Indoor/Outdoor, Set of 24	57-031	\$1,699.00	14%	\$1,461.14
39	58-175	Rainbow UltraCatch Jumbo Scoops Set - Set of 6	ST	112000132	Gopher Sport	Rainbow UltraCatch Jumbo Scoops Set - Set of 6	58-175	\$ 89.95	14%	\$ 77.36
40	58-624	Rainbow AllAround Jr Goal - Set of 6	EA		Gopher Sport	Rainbow AllAround Jr Goal - Set of 6	58-624	\$1,099.00	14%	\$ 945.14
41	58-698	GoGliderz - Pair	PR	GG-SS	Gopher Sport	GoGliderz - Pair	58-698	\$ 8.95	14%	\$ 7.70
42	59-560	ACTION! SoccerBocce - Complete Set	ST	59-560	Gopher Sport	ACTION! SoccerBocce - Complete Set	59-560	\$ 99.95	14%	\$ 85.96
43	60-240	Wilson NCAA Legend - Composite Basketball, Size 7	EA	WZ2007601XB7	Wilson Team Sports	Wilson NCAA Legend - Composite Basketball, Size 7	60-240	\$ 39.95	14%	\$ 34.36
44	60-583	Gopher PowerTac Biggie Volleyball - 16" dia, White	EA	PTBVV/R/B-1618	Gopher Sport	Gopher PowerTac Biggie Volleyball - 16" dia, White	60-583	\$ 79.95	14%	\$ 68.76
45	60-771	Gopher Rainbow Rally Lite Training Volleyballs - Composite, Official Size, Set	EA	VS-1000SCH LIT	Gopher Sport	Gopher Rainbow Rally Lite Training Volleyballs - Composite, Official Size, Set	60-771	\$ 125.00	14%	\$ 107.50
46	60-773	Gopher Rainbow Rally Lite Training Volleyballs - Composite, Oversized, Set	EA	V-7 Big Ball Light	Gopher Sport	Gopher Rainbow Rally Lite Training Volleyballs - Composite, Oversized, Set	60-773	\$ 175.00	14%	\$ 150.50
47	61-699	Tachikara Fuzzie SS-5YS - Soccer Ball, Size 5	EA	SS5YS	Tachikara USA Inc	Tachikara Fuzzie SS-5YS - Soccer Ball, Size 5	61-699	\$ 39.95	14%	\$ 34.36
48	62-417	Gopher PerformerPlus - Stitched Rubber Football, Youth	EA	FG5507	Gopher Sport	Gopher PerformerPlus - Stitched Rubber Football, Youth	62-417	\$ 16.95	14%	\$ 14.58
49	62-501	Gopher PerformerPlus - Stitched Rubber Football, Junior	EA	FG5506	Gopher Sport	Gopher PerformerPlus - Stitched Rubber Football, Junior	62-501	\$ 15.95	14%	\$ 13.72
50	62-506	Grip Zone V - Introductory Football, Youth, Set of 6	EA	737NB (set of 6)	Saturnian I Inc	Grip Zone V - Introductory Football, Youth, Set of 6	62-506	\$ 145.00	14%	\$ 124.70
51	62-531	Tachikara SV-MN Volley-Lite Training Volleyball - Composite, Official Size,	EA	SVMNC.R YW	Tachikara USA Inc	Tachikara SV-MN Volley-Lite Training Volleyball - Composite, Official Size,	62-531	\$ 39.95	14%	\$ 34.36
52	62-581	Wilson NFL Air Attack - Composite Football, Official	EA	WTF1645 ID	Wilson Team Sports	Wilson NFL Air Attack - Composite Football, Official	62-581	\$ 28.95	14%	\$ 24.90
53	62-693	Rainbow IndestructoBall Football - Pee Wee, Set of 6	ST	111002757	Gopher Sport	Rainbow IndestructoBall Football - Pee Wee, Set of 6	62-693	\$ 69.95	14%	\$ 60.16
54	62-960	Gopher PowerTac - Introductory Football, Youth	EA	PTAFB-Br-Youth	Gopher Sport	Gopher PowerTac - Introductory Football, Youth	62-960	\$ 17.95	14%	\$ 15.44
55	63-142	ClickPro Flag Belt System - 24 Player, Large	EA	63-142	Gopher Sport	ClickPro Flag Belt System - 24 Player, Large	63-142	\$ 169.00	14%	\$ 145.34
56	63-224	StickPro All-Velcro Flag Belt System - 24 Player Set, Medium	EA	63-224	Gopher Sport	StickPro All-Velcro Flag Belt System - 24 Player Set, Medium	63-224	\$ 149.00	14%	\$ 128.14
57	64-082	StabiliBoard, Set of 6	EA	64-082	Gopher Sport	StabiliBoard, Set of 6	64-082	\$ 315.00	14%	\$ 270.90
58	64-344	BH Fitness LK7750 Recumbent w/ LED	EA	64-344	Gopher Sport	BH Fitness LK7750 Recumbent w/ LED	64-344	\$2,659.00	14%	\$2,286.74
59	65-061	AlleyOop Assist Goal - Orange	EA	-	Gopher Sport	AlleyOop Assist Goal - Orange	65-061	\$ 299.00	14%	\$ 257.14
60	65-325	Premium Steel Chain Basketball Net	EA	BBN-S21WSL	Gopher Sport	Premium Steel Chain Basketball Net	65-325	\$ 44.95	14%	\$ 38.66
61	66-053	Ball Inflation Needles w/ Container - Set of 300	EA	66-053	Gopher Sport	Ball Inflation Needles w/ Container - Set of 300	66-053	\$ 99.95	14%	\$ 85.96
62	66-340	Bison Wall-Mount Removable-Goal System - Single-Position	EA	TR75	Bison Recreation	Bison Wall-Mount Removable-Goal System - Single-Position	66-340	\$ 249.00	14%	\$ 214.14
63	66-455	Deluxe Electric Inflator	EA	AS06W	Gopher Sport	Deluxe Electric Inflator	66-455	\$ 199.00	14%	\$ 171.14
64	66-541	Acme Thunderer 660 Pea-Style Whistle - Black	EA	660	Tide Rider 2	Acme Thunderer 660 Pea-Style Whistle - Black	66-541	\$ 3.50	14%	\$ 3.01
65	67-099	AssessPro Curl-Up Mat - 4'L X 2'W	EA	71800	Gopher Sport	AssessPro Curl-Up Mat - 4'L X 2'W	67-099	\$ 39.95	14%	\$ 34.36
66	67-582	Magnus Space-Saver Wall Stability Ball Rack - Double	EA		Gopher Sport	Magnus Space-Saver Wall Stability Ball Rack - Double	67-582	\$ 325.00	14%	\$ 279.50
67	67-596	SnapBack Hurdles - 9"H	EA	PUH-91110027	Gopher Sport	SnapBack Hurdles - 9"H	67-596	\$ 125.00	14%	\$ 107.50
68	67-997	NimBall Reaction Agility Ball	ST	05	Gopher Sport	NimBall Reaction Agility Ball	67-997	\$ 54.95	14%	\$ 47.26
69	68-535	Body Bar Fitness Bar - 15 lb, 48"L, Green	EA	B-BB15 UF PRO	Body Bar	Body Bar Fitness Bar - 15 lb, 48"L, Green	68-535	\$ 115.00	14%	\$ 98.90
70	68-649	UltraFit Pro Fitness Bar - 5 lb, Red	EA	FIT BAR 5	Gopher Sport	UltraFit Pro Fitness Bar - 5 lb, Red	68-649	\$ 49.95	14%	\$ 42.96



Request for Proposal #23-SR-020										
*Discount reflects 11% + 3% Max Volume Discount										
Market Basket										
Product				Proposed Product						
Item	MFG #	Description	UOM	MFG Number	MFG Name	Description	Supplier Number	Catalog Price	Discount %	Unit Price
71	68-746	Pickle-Ball DURA Ball - Outdoor, Yellow, Set of 12	EA	PB111-0002	Pickle Ball Inc	Pickle-Ball DURA Ball - Outdoor, Yellow, Set of 12	68-746	\$ 49.95	14%	\$ 42.96
72	69-487	Screamin' Orange Agility Ladder - Single	EA	AGL-FF09MPS	Gopher Sport Fitness	Screamin' Orange Agility Ladder - Single	69-487	\$ 69.95	14%	\$ 60.16
73	70-126	TRX Pro Suspension Trainer	EA	TRXPRO4	Anywhere Inc	TRX Pro Suspension Trainer	70-126	\$ 279.00	14%	\$ 239.94
74	71-410	Rainbow Rubber Rings - 6" dia, Set of 6	EA	BDO121	Gopher Sport	Rainbow Rubber Rings - 6" dia, Set of 6	71-410	\$ 26.95	14%	\$ 23.18
75	71-507	Rainbow CharacterEd Basketballs - Size 6, Set of 6	EA	71-507	Gopher Sport	Rainbow CharacterEd Basketballs - Size 6, Set of 6	71-507	\$ 89.95	14%	\$ 77.36
76	71-521	Rainbow SofTex Footballs - Size 3 Junior, Set of 6	EA	GH-3FB-RFL	Gopher Sport	Rainbow SofTex Footballs - Size 3 Junior, Set of 6	71-521	\$ 69.95	14%	\$ 60.16
77	71-597	Rainbow DuraCoat-Foam Versa Balls - 8.25" dia, Set of 6	EA	MB210-SET-3SG	Gopher Sport	Rainbow DuraCoat-Foam Versa Balls - 8.25" dia, Set of 6	71-597	\$ 259.00	14%	\$ 222.74
78	71-778	Gopher UltraFlite Kickball - 10" dia, Red	EA	71-778	Gopher Sport	Gopher UltraFlite Kickball - 10" dia, Red	71-778	\$ 12.95	14%	\$ 11.14
79	72-250	ClassicPlay Beach Balls - 24" dia, Set of 6	EA	116000233	Gopher Sport	ClassicPlay Beach Balls - 24" dia, Set of 6	72-250	\$ 64.95	14%	\$ 55.86
80	73-522	Detonate VariBar	EA	73-522	Gopher Sport	Detonate VariBar	73-522	\$ 319.00	14%	\$ 274.34
81	74-934	Gopher Neoprene Wrist Weights - 2lb	EA	74-934	Gopher Sport	Gopher Neoprene Wrist Weights - 2lb	74-934	\$ 29.95	14%	\$ 25.76
82	76-109	FITstep Stream Pedometer - Pack of 15, Blue/Red	EA	76-109	Gopher Sport	FITstep Stream Pedometer - Pack of 15, Blue/Red	76-109	\$ 899.00	14%	\$ 773.14
83	82-659	Triad Pro 3-in-1 Foam Plyo Box - Large, 20" x 24" x 30"	EA	TP-L202430	Gopher Sport	Triad Pro 3-in-1 Foam Plyo Box - Large, 20" x 24" x 30"	82-659	\$ 529.00	14%	\$ 454.94
84	85-548	Net Attachment Ring - Double	EA	2 HOLE	Gopher Sport	Net Attachment Ring - Double	85-548	\$ 44.95	14%	\$ 38.66
85	85-833	Vinyl Cone - 12"H, Orange	EA	EDU-12PM	Gopher Sport	Vinyl Cone - 12"H, Orange	85-833	\$ 12.95	14%	\$ 11.14
86	85-948	Master Maximum-Security Padlocks - Set of 4	ST	3008D	MasterLock Co 1426	Master Maximum-Security Padlocks - Set of 4	85-948	\$ 44.95	14%	\$ 38.66
87	89-512	All-Terrain Equipment Wagon - 1000 lb Capacity	EA	46438	NORTHERN TOOL & EQUIPMENT CATALOG HOLDINGS, INC	All-Terrain Equipment Wagon - 1000 lb Capacity	89-512	\$ 309.00	14%	\$ 265.74
88	89-561	Gorilla Equipment Cart - 600lb Capacity	EA	64136	NORTHERN TOOL & EQUIPMENT CATALOG HOLDINGS, INC	Gorilla Equipment Cart - 600lb Capacity	89-561	\$ 199.00	14%	\$ 171.14
89	91-082	UltraFit Core Balance Discs - 14" dia, Red, Set of 6	EA	91-082	Gopher Sport	UltraFit Core Balance Discs - 14" dia, Red, Set of 6	91-082	\$ 219.00	14%	\$ 188.34
90	91-161	Insta-Pulse - Hand-Held 7" Unit	EA	107	Biosig Instruments	Insta-Pulse - Hand-Held 7" Unit	91-161	\$ 129.00	14%	\$ 110.94
91	91-352	Robic SC-500E Stopwatch - Black	EA	97802	Marshall Browning Int	Robic SC-500E Stopwatch - Black	91-352	\$ 23.95	14%	\$ 20.60
92	92-522	Sof' Tug Cotton Ropes - 100'L	EA	ST-TUG100	Striker Sports LLC	Sof' Tug Cotton Ropes - 100'L	92-522	\$ 249.00	14%	\$ 214.14
93	92-529	TaterSacks - Set of 12 (Burlap Bag 22' x 36" 10oz)	EA	Burlap Bag	NYP Corp.	TaterSacks - Set of 12	92-529	\$ 99.95	14%	\$ 85.96
94	92-610	EnormaRelay Pipeline Relay Race - Complete Set	ST	92-610	Gopher Sport	EnormaRelay Pipeline Relay Race - Complete Set	92-610	\$ 159.00	14%	\$ 136.74
95	93-025	Rainbow TuffSpots - Set of 6	ST	UP8107GS6	Unique Point Industrial Co	Rainbow TuffSpots - Set of 6	93-025	\$ 23.95	14%	\$ 20.60
96	93-050	Deluxe Vinyl Floor Tape - 108'L x 1/2" White	EA	YTD-032	Gopher Sport	Deluxe Vinyl Floor Tape - 108'L x 1/2" White	93-050	\$ 3.95	14%	\$ 3.40
97	93-138	Deluxe Vinyl Floor Tape - 180'L x 2"W, Orange	EA	YTD-018	Gopher Sport	Deluxe Vinyl Floor Tape - 180'L x 2"W, Orange	93-138	\$ 10.95	14%	\$ 9.42
98	93-152	Deluxe Vinyl Floor Tape - 180'L x 1"W, Purple, Set of 6	EA	93-152	Gopher Sport	Deluxe Vinyl Floor Tape - 180'L x 1"W, Purple, Set of 6	93-152	\$ 44.95	14%	\$ 38.66
99	93-306	Rainbow Numbered Vinyl Spots - 9" dia, Set of 60	ST	YTB-GP014S	Gopher Sport	Rainbow Numbered Vinyl Spots - 9" dia, Set of 60	93-306	\$ 319.00	14%	\$ 274.34
100	93-315	Rainbow Cone Display - Set of 6	ST	YTC-667	Gopher Sport	Rainbow Cone Display - Set of 6	93-315	\$ 49.95	14%	\$ 42.96

## **EXHIBIT C (TIME LINE/SCHEDULE)**

The term for this Agreement is August 1, 2023 through July 31, 2026 with the option to renew for up to two (2) additional one (1) year terms.

# ***GOPHER SPORT***



**Tab 1: Respondent's Profile & Submittal Letter**

**A.**

- a. Gopher Sport recently celebrated 75 years as an organization. We look a lot different than we did 75 years ago, but our mission remains the same. We strive to help teachers and coaches educate students on the many benefits of leading a more active and healthy lifestyle. Gopher Sport is committed to serving physical education, athletics, and fitness professionals in this mission. We exist to help those who teach, and coach achieve better results!
  
- b. Gopher Sport has 2 office locations in central and Southern Minnesota. Our headquarters is located at the following address:

*2525 Lemond Street SW*

*Owatonna, Minnesota 55020*

This location serves as our main operations hub for product development/manufacturing, sales, marketing, accounting, IT, warehousing, and shipping. Our satellite office is located at the following address:

*7650 Edinborough Way*

*Edina, Minnesota 55435*

This facility houses additional team members with a primary focus on catalog and web design/production.

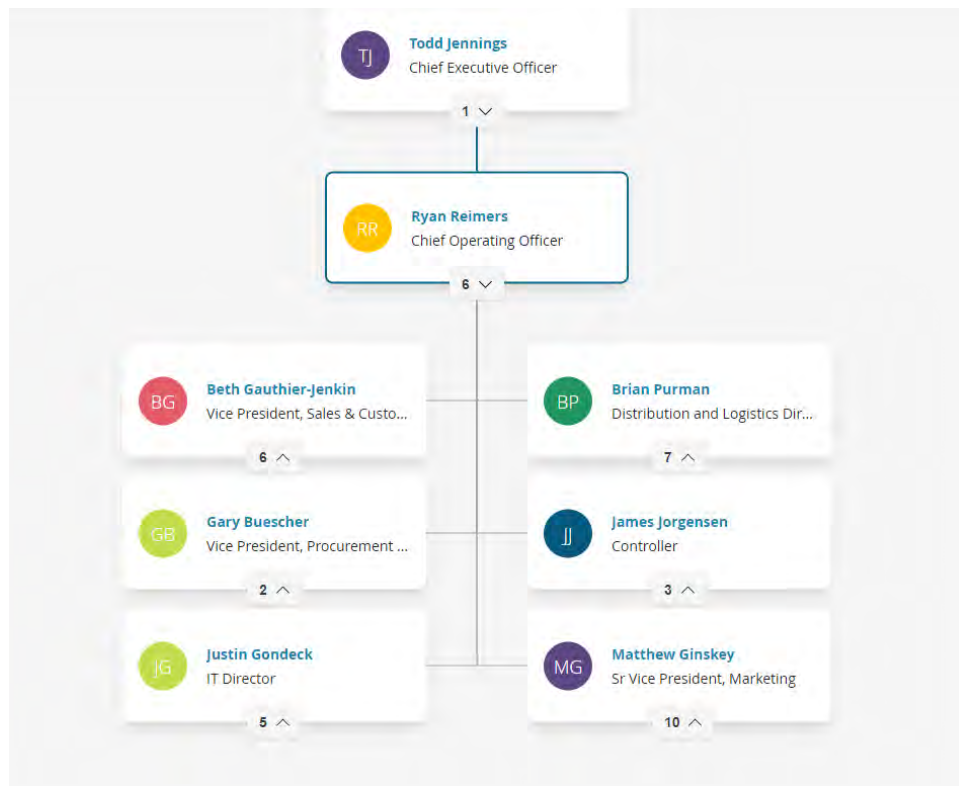
c. The primary point of contact for this RFP (and contract- if awarded) is:

i. Jesse Stapp - Director of Sales- Gopher & SPARK

[jessestapp@gophersport.com](mailto:jessestapp@gophersport.com) (855) 500-3620

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d. Please see the following *Organizational Structure of Gopher Sport*



e. Our current personnel headcount is 169.

f. Ownership interests

g. As of 02/28/23, Gopher Sport has active business venues solely in the state of Minnesota.

h. Gopher Sport is a profitable organization and continues to value at a higher mark each fiscal year. Gopher Sport is entering 2023 coming off back-to-back record sales years in 2021 and 2022. Our projection for 2023 and beyond is sustained sales and profit growth.

i. Gopher Sport is entering its 76<sup>th</sup> year in business.

j. Gopher Sport operates under our legal name, *The Prophet Corporation*.

i. Under *The Prophet Corporation* umbrella, we operate under several dba's: Gopher, SPARK, Play with a Purpose, Moving Minds, and STEM Supplies

**Tab 2 – Experience of Personnel**

A. Gopher Sport currently has 169 team members. Each team member works/lives within the United States.

- B. The following Team will play a role in the successful execution of this contract:

Ryan Reimers- *Chief Operating Officer*- Minnesota

Matt Ginskey- Sr. Vice President, Marketing- Minnesota

Gary Buescher- *Vice President, Procurement and Manufacturing* - Minnesota

Beth Gauthier-Jenkin- *Vice President, Sales and Customer Care*- Minnesota

Jonathan Faloon- *Gopher Brand Director*- Minnesota

Jesse Stapp- *Director of Sales- Gopher & SPARK*- Minnesota

- C. Overall qualifications/resumes of key personnel providing the service requested, including education and training, and experience in services herein addressed.

**Ryan Reimers- *Chief Operating Officer*- Minnesota**

Ryan joined the Gopher Sport team in 2019 as Chief Financial Officer, and has been the Chief Operating Officer since January 2023. As Chief Operating Officer, he oversees day-to-day operations of the company. In his 25 years of business experience, Ryan has held various positions in Engineering, Marketing, IT and Finance. Prior to his business career Ryan served for 5 years in the United States Navy. Ryan holds a Bachelor of Science degree in Nuclear Engineering Technology from Thomas Edison State University and an MBA from the University of Michigan.

**Matt Ginskey- Sr. *Vice President, Marketing***

Matt joined the Gopher Sport team in 2005. He has held a variety of positions throughout his 18+ years with the company in the areas of marketing, product management, and brand management. In his current role, Matt oversees all product and marketing activities for the company and is responsible for strengthening Gopher Sport's position in the markets we serve while driving long-term growth for the company. Matt is passionate about the K-12 institutions we serve, about the importance of physical education in a well-rounded education, and about the benefits of teaching kids how to lead more active and healthy lives.

**Gary Buescher- *Vice President, Procurement and Manufacturing* - Minnesota**

Gary joined Gopher Sport in September of 2010. He is currently responsible for all purchasing, inventory planning, and manufacturing functions. Gary has over 39 years of professional experience in purchasing, inventory management, merchandising, product development, and manufacturing both in the direct marketing and retail business sectors. Gary started his retail career with Herberger's/Saks Inc and progressed from store management to the executive team in their corporate office during his 18 years there. Gary was with Gander Mountain for 9 years and was responsible for over 70% (\$750MM) of the company's revenue as a merchandising executive with the company. Throughout his career he has held key roles in continuous

improvement implementations to support the identification and resolution to inefficiencies and black holes costs throughout the entire supply chain process. Gary has a Bachelor of Science degree in Business Management and Marketing from the University of Nebraska/Kearney. Gary is a current board member of ISM (Institute of Supply Chain Management) – Twin Cities.

**Beth Gauthier-Jenkin- *Vice President, Sales and Customer Care- Minnesota***

Beth has been part of the Gopher Sport team for 20 years. She is an experienced leader with a history of success in the sales and service industries. Her specialty strengths include effective operations management, process optimization, training, and performance management. Beth is a contact center expert, currently serving on the Midwest Contact Center Association board. She's previously served as an advisor to the International Customer Management Institute. Gopher Sport team achievements under Beth's leadership include winning the ICMI Global Contact Center award for Best Small Contact Center in 2018. Among numerous professional certifications, her formal education includes a bachelor's degree in organizational management and communications, and a Master of Arts degree in Leadership and Management from Concordia University-St. Paul, MN.

**Jonathan Faloon- *Gopher Brand Director- Minnesota***

Jonathan joined Gopher in November of 2021 and has over 16 years of professional experience in the consumer goods industry. He graduated from Gustavus Adolphus College in 2007 with a degree in Financial Economics and an MBA from the University of Texas in 2012. He has led and managed Brand P&L's from \$30MM to over \$1B over the course of his career and brings a strong professional history of business leadership, people development and brand management to Gopher. In his current role he leads the Gopher business developing short- and long-term growth strategies, execution of the national and international marketing plans and partners with all cross-functional team leadership to ensure Gopher delivers on the Customer First promise of Fast, Friendly, Easy, Right.

**Jesse Stapp- *Director of Sales- Gopher & SPARK- Minnesota***

Jesse has been a member of the Gopher Sport team since 2011. He has held various roles within the sales department, currently as the sales director for our Gopher and SPARK brands. Jesse graduated from the University of Minnesota's Carlson School of Business. As the sales department's leader, Jesse oversees the planning and execution of national sales plans, including selling activity connected to cooperative purchasing agreements. Jesse oversaw and coordinated many sales efforts across the country to drive contract sales through our current Omnia (formerly U.S. Communities) Athletic Supplies and P.E. Equipment contractual agreement (16-SRD-010). He will continue to play a large part in rolling out future cooperative purchasing contracts through coordinated marketing/sales efforts, implementing training for sales staff, identifying growth opportunity areas, and strategizing/executing sales activities that maximize these selling opportunities.

- D. Many of our staff work/lives in Minnesota. We also have several team members that live work/live remotely from various parts of the United States. Currently, we do not have permanent or part-time team members working/living in the state of Maryland. We have a group of dedicated sales, marketing, web, and customer service team members that are ready and able to service Harford County Public Schools, surrounding Maryland school districts, and many additional customers in the United States.
- a. The following individuals Gopher Sport team members will be dedicated to Harford County Public Schools for the successful execution and completion of the work:

Owen DeWindt- *Territory Sales Manager*  
7650 Edinborough Way  
Edina, MN  
(855) 500-3619  
owendewindt@gophersport.com  
*Owen will be Harford County Schools main day-to-day point of contact for product questions, equipment planning (i.e., new school construction), quotes (written & web), account management, professional development, etc.*

Jesse Stapp- *Director of Sales- Gopher & SPARK*  
2525 Lemond St. SW  
Owatonna, MN 55060  
&  
7650 Edinborough Way  
Edina, MN 55435  
(855) 500-3620  
jessestapp@gophersport.com  
*Jesse will oversee the execution and performance of the contract, including but not limited to contract review discussions, formal addendum, renewal documents, web-based quoting/ordering (i.e., Punchout quotes/orders), and reporting).*

**Tab 3- Technical Approach and Methodology- Scope of Work**

- A. Gopher’s approach is Customer First. We look to solve the needs for schools and business with the highest quality of equipment and services detailed below:
1. **Gopher’s Equipment.** Professionals look to Gopher for innovative products and activities that solve a problem and help them achieve the goals of their programs. Some of the trending challenges we’re helping PE teachers solve across the US:
    - i. Social Emotional Learning: PEMoji & positive behavior reinforcement products
    - ii. Adapted Physical Education: full assortment of various adapted PE Products
    - iii. Fitness Testing and Assessment: Rep-Addition Push-Up and Sit-Up testers as well as a full assortment of assessment products developed specifically for schools.
    - iv. Nutrition Education through Activity: NutriPlay line of activities
    - v. ACTION! Team Games: Proprietary/”Only From Gopher” activity and skill development solutions
    - vi. Physical Activity Tracking: FITstep Stream wireless pedometer, heart rate monitors

- vii. Gopher carries over 14,000 items, many carry the Gopher name and are developed and produced to our specifications. Gopher is a comprehensive equipment solution for all things physical education, athletics, and sport.
2. **Gopher's Unconditional Satisfaction Guarantee:** Customer satisfaction is our top priority, and we have the promise to back it up. Our guarantee is like no other in our industry.
    - i. If a customer is not satisfied with a product for any reason at any time, we'll replace it or refund their money. No hassles. No exclusions. No kidding.
    - ii. Our quality saves customers money. Budgets are tight and programs can't afford to replace equipment every year. Customers tell us that one reason they choose Gopher is that equipment does not need to be repurchased as often. Also, they rely on Gopher equipment to help them do their job day-in and day-out.
    - iii. Our guarantee keeps us very honest with the quality of equipment we carry. If an item does not meet the expectations of our customers, we hear about it and make a change.
  3. **Gopher's Promise of being EASY to do business with:**
    - i. All our calls are answered live by a highly trained customer service team. We know your time is valuable, so we skip the lengthy phone menus. We are committed to one-call resolution should a problem arise. We want to do business the way you need business done.
    - ii. In-Stock Products – Most items are in-stock and ready to ship. Our current order line fill-rate is 97.5%.
    - iii. Delivery speed – Our central location and unique shipping arrangements allow us to deliver stock orders anywhere in the lower US within 4 days. At no extra cost.
    - iv. 150,000 sq ft distribution center, 18 dock doors, more than 1,300 orders shipped per day capacity.
- B. Implementation Plan and Market Strategy
1. In addition to the Omnia marketing requirements, Gopher mails between 1.2-1.5 million catalogs annually. Each catalog will contain the details of the Omnia partnership in a prominent location (front cover, inside cover, back cover, inside back cover, or combination). These catalogs are sent to every Physical education teacher in the country as well as additional contacts within those school buildings and many additional customers and customer segments that order from Gopher. In addition, we will utilize our database of over 150,000 email contacts to strategically market our products.
  2. Our sales team has ongoing product and market training. We have established training documents and processes for understanding the Agreement, scenario and role playing in how to sell and have conversations via phone and in-person with purchasers, teachers, and other key decision makers. As with many of our trainings, we will establish a "certification" process to ensure we are proficient in driving sales via the Master Agreement.
- C. Catalog & Pricing Availability
1. Gopher's prices are up to date and printed clearly in every catalog that we send, for every offer and every product that we sell. In addition, those prices are connected to our ERP and eCommerce platforms so there is no variability across platforms for pricing.
- D. Quality & Timeliness



1. Gopher Sport distributes our products out of our single Distribution Center located in Owatonna, Minnesota which is an hour south of Minneapolis and right off Interstate 35. 99% of all in-stock product orders are shipped the same day and the balance are shipped the next or following day. All orders are delivered in 4 business days within the 48 contiguous states. We have a “Fast or Free” guarantee that states “In –stock products arrive in 4 days or less or the shipping and process is FREE”.
2. Our outbound freight as a % of Net sales as it relates to cost is considered “Best in Class” (source Transportation and Logistics Council [www.TLCouncil.org](http://www.TLCouncil.org)). Our cost per unit shipped is also at a best-in-class level (Source – Warehouse Education and Resource Council - WERC). Finally, we are a WERC certified facility. See link below and attached document. “Gopher Sport has been evaluated for process excellence and has met the qualifications to be named a WERC Certified Warehouse.” <http://www.werc.org/certified/>
3. We have a single (1) distribution center located in Owatonna, Minnesota which is an hour south of Minneapolis, MN and located just off Interstate 35 which is a main freeway system. (See 2nd attachment). Gopher Sport has a fully automated Distribution Center that is 150,000 sq. ft. situated on 10 acres. We also have an additional 10 acres that is adjacent to our facility that we can add on for future growth. Owatonna is also the home of several the largest trucking company terminals such as Fed Ex, UPS, Conway, UPS, ABF, YRC etc.
4. We have an in-house quality team that processes any product returns and evaluates each return for corrective measures. We monitor poor quality returns by item number and supplier. We use a Corrective Action Request (CAR) process with any product that may experience an uptick in poor quality and resolution is expected to be made in 24 hours. We send out quarterly poor-quality return rates to each supplier and have meetings/conference calls, if necessary, to resolve. We also meet monthly as a management team to review and take action to minimize future poor-quality returns.

#### E. Serving all Schools & Facilities

1. There are over 130,000 schools in the US and Gopher has coverage for all of them. Not only do we mail catalogs to every building, but we also include multiple employees at each building to ensure that every individual professional with a need has access to Gopher’s product and service solutions. This includes shipping to anywhere, including Alaska, Hawaii, and international locations. We are staffed for any need, large district or small, individual school.

#### F. Ordering Methods & Payment Options

1. Gopher uses the NetSuite order management system for all customer service processes related to processing orders and invoices. Manhattan SCALE is our shipping/delivery system. We accept orders via phone, email, fax, and our website ([www.GopherSport.com](http://www.GopherSport.com)). We have also customized landing pages for customer specific ecommerce requirements. We can load in discount structures with login security to give customers access to pricing and historical order data. We can create custom punch out sites for customers and we accept PO’s and CC via our website.

#### G. Sales Representation

1. Gopher has 15 sales professionals dedicated to our U.S. Gopher business. All but one is stationed in either our Owatonna or Edina Minnesota office. Our inside sales team engages customers via phone, email, and attend roughly 100 in-market events per year throughout

the United States. The following is Gopher Sport’s current sales structure/territory assignments:

Salesperson	Title	Sales Region	Territory Assignment
Rep #1	Sr. Territory Sales Manager	West	CA
Rep #2	Territory Sales Manager	West	AZ, NM, NV, OR, UT
Rep #3	Sr. Territory Sales Representative	West	AK, HI, ID, MT, WA
Rep #4	Sales Representative	West	CO, KS, NE, OK
Rep #5	Sr. Territory Sales Manager	Midwest	TX
Rep #6	Territory Sales Manager	Midwest	AR, IA, MI, MO
Rep #7	Sr. Territory Sales Representative	Midwest	MN, ND, SD, WY
Rep #8	Sr. Territory Sales Manager	Mideast	IL, PA, OH
Rep #9	Territory Sales Manager	Mideast	IN, KY, LA, TN
Rep #10	Sr. Territory Sales Representative	Mideast	AL, GA, MS, SC
Rep #11	Sr. Territory Sales Manager	East	FL, NY
Rep #12	Territory Sales Manager	East	MD, NC, NJ, VA
Rep #13	Sr. Territory Sales Representative	East	CT, MA, ME, NH, RI, VT
Rep #14	Sales Representative	East	DC, DE, WV
Rep #15	Territory Sales		WI

2. Our sales people primarily sell via phone, secondarily face-to-face in the field. We would utilize outbound proactive sales campaigns to sell this contract. Our sales team makes 400-500 sales campaign calls per day, nearly 100,000 per year. We would also utilize our lead generating structure to reach every Physical Education teacher and district purchaser in the U.S. to sell this contract. This structure generates about 1.2 million customer contacts per year targeting Physical Education teachers, Purchasers, and Principals. Our sales team represents Gopher at 100+ in-market events each year. These in-market events include national, regional, and statewide tradeshows as well as customer/prospect sales calls in which we are meeting with end users and district purchasing personnel. On our current Omnia contract, we have planned and executed many joint calls with the Omnia Team (in-person and virtual) to drive additional or new revenue through our Athletic/PE agreement.

H. Customer Service Plan

1. Gopher Sport's Customer Service Team consists of 27 team members, processes more than 100,000 orders per year via phone, fax, email, mail, and directly through our website. 99% of orders are processed same day.
2. All methods: phone, fax, email, mail, and directly through our website

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I. Omnia Partners Attachment I, Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Harford County Public Schools, Maryland (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Athletic and Physical Education Supplies, Equipment and Related Products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees, or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A

refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## 1.2 Marketing, Sales, and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams

#### E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

#### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$250 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

#### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental

Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

#### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is Supplier's primary “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### **START CONFIDENTIAL – PRIVATELY HELD PROPRIETARY INFO**

#### 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

**Please see Tab 1, Part A response**

B. Total number and location of salespersons employed by Supplier.

**Please see Tab 3, Part G response**

C. Number and location of support centers (if applicable) and location of corporate office

Our headquarters serves as our main operations hub for product development/manufacturing, sales, marketing, customer service, accounting, IT, warehousing, and shipping and is located at:

*2525 Lemond Street S  
Owatonna, Minnesota 55020*

- D. Annual sales for the three previous fiscal years.
  - a. Dun & Bradstreet Business Information Report



# Business Information Report Snapshot

## PROPHET CORPORATION, THE

D-U-N-S: 02-298-3092

ADDRESS: 2525 Lemond St Sw, Owatonna, MN, 55060, United States

Date: 03/17/2023

### RISK ASSESSMENT

SCORES AND RATINGS				
Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 175,000	69 LOW-MODERATE RISK	52 MODERATE RISK	85 LOW-MODERATE RISK	5 MODERATE RISK

#### MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW

LOW-MODERATE

MODERATE

MODERATE-HIGH

HIGH

Maximum Credit Recommendation

## US\$ 175,000

The recommended limit is based on a low-moderate probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABILITY CONCERNS
- Based on the predicted risk of business discontinuation: LIKELIHOOD OF BUSINESS CLOSURE
- Based on the predicted risk of severely delinquent payments: MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

#### PAYDEX® SUMMARY

3 Months

75

Low Risk (100) High Risk (1)

When weighted by dollar amount, payments to suppliers average 8 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months

69

Low Risk (100) High Risk (1)

When weighted by dollar amount, payments to suppliers average 16 days beyond terms. Value is based on payments collected over the last **24 months**.

#### PAYDEX®

Based on 24 months of data

69

Low Risk (100)

High Risk (1)

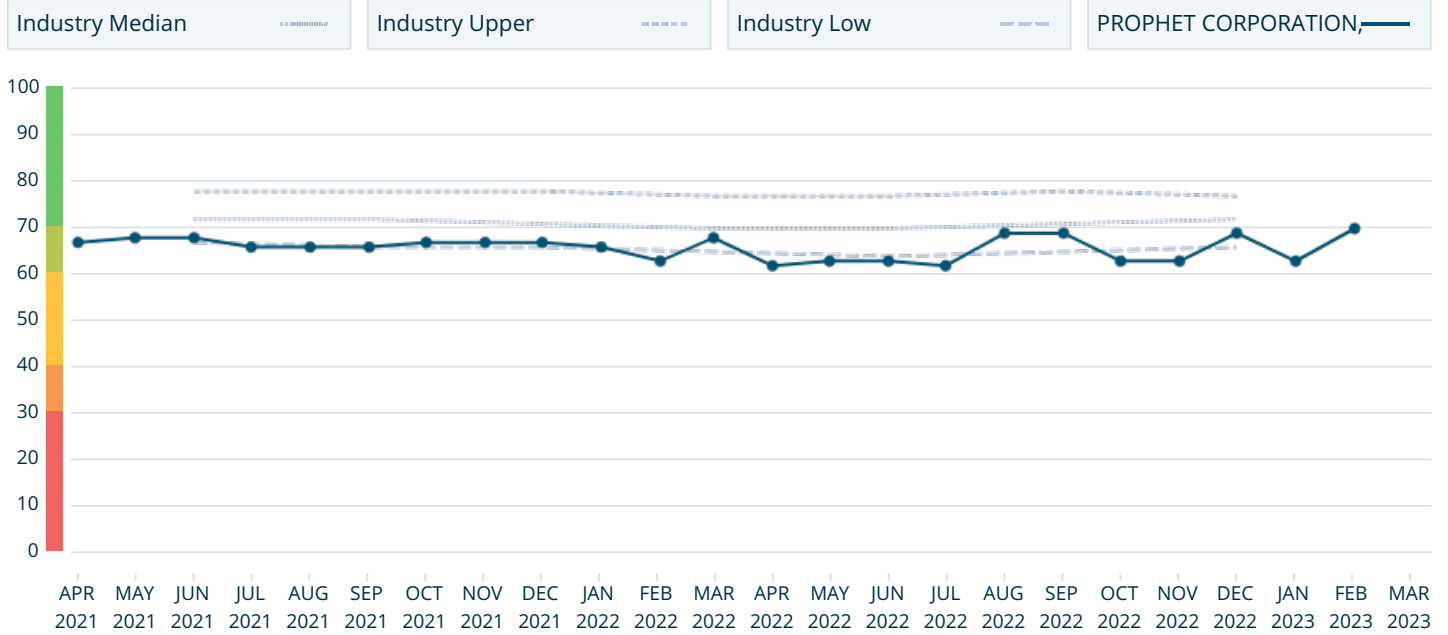
Risk of Slow Pay  
**LOW-MODERATE**

Payment Behavior  
**16** Days Beyond  
Terms

Based on a D&B PAYDEX® of **T**

Business and Industry Trends

3949 - Mfg sporting/athletic goods



DELINQUENCY PREDICTOR SCORE

52

Low Risk (100)

High Risk (1)

Based on a D&B Delinquency Predictor Percentile of **9**

- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Increase in proportion of delinquent payments in recent payment experiences

Level of Risk  
**MODERATE**

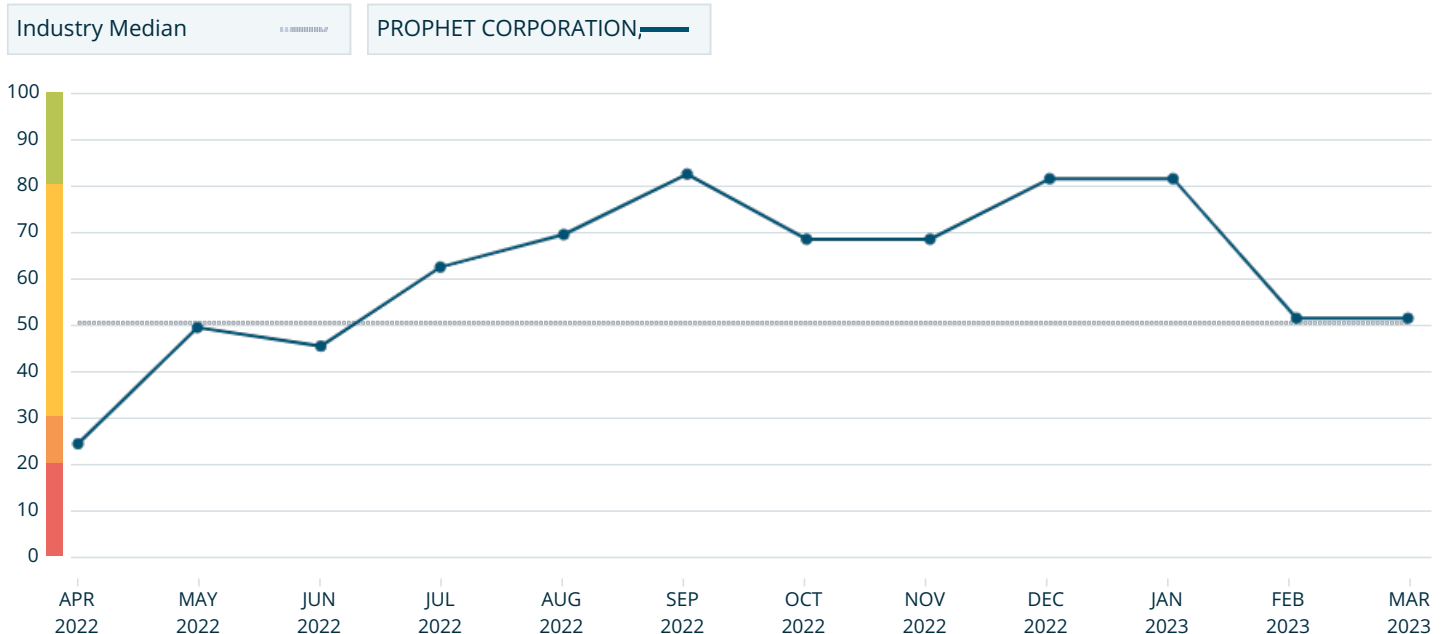
Raw Score  
**501**

Probability of Delinquency  
**5.79%**

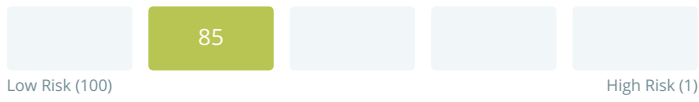
Compared to Businesses in  
D&B  
**10.2%**

Business and Industry Trends

3949 - Mfg sporting/athletic goods



## FINANCIAL STRESS SCORE



Based on a D&B Financial Stress Percentile of >

- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of slow payment experiences to total number of payment experiences
- Unstable Paydex over last 12 months
- High proportion of past due balances to total amount owing

Level of Risk

**LOW-MODERATE**

Raw Score

1541

Probability of Failure

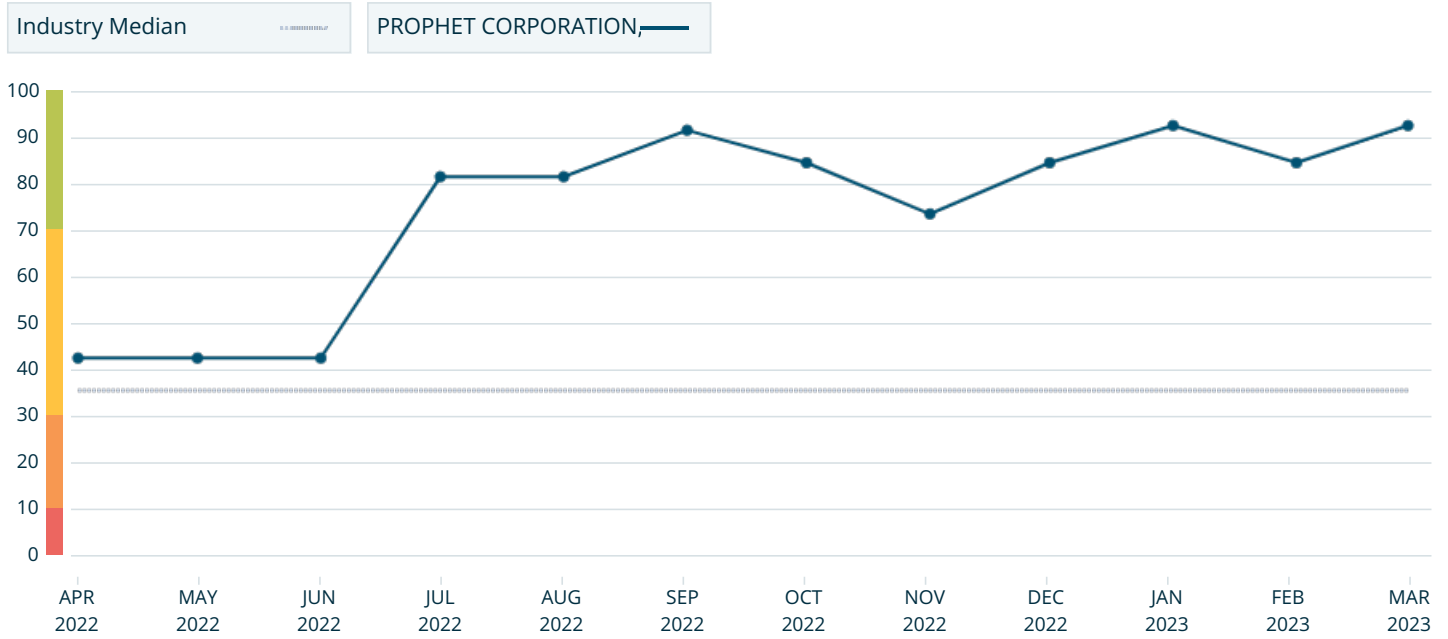
0.08%

Compared to Businesses in D&B

0.48%

## Business and Industry Trends

3949 - Mfg sporting/athletic goods



## SUPPLIER EVALUATION RISK RATING



Based on a Supplier Evaluation Risk Rating of [

### Factors Affecting Your Score

Proportion of past due balances to total amount owing

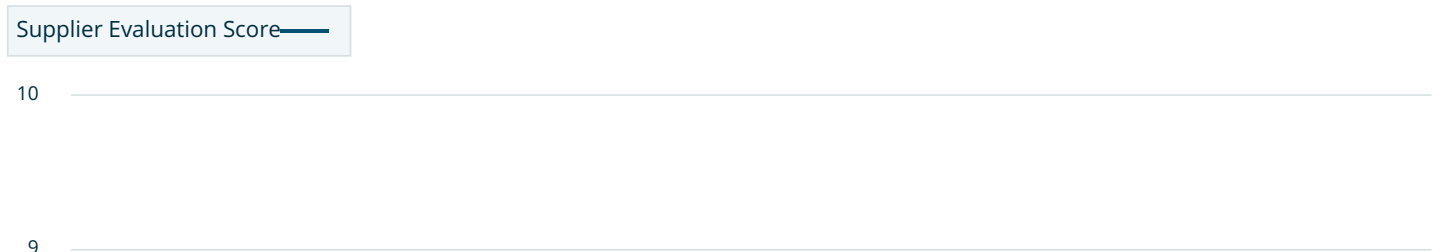
Proportion of slow payment experiences to total number of payment experiences reported

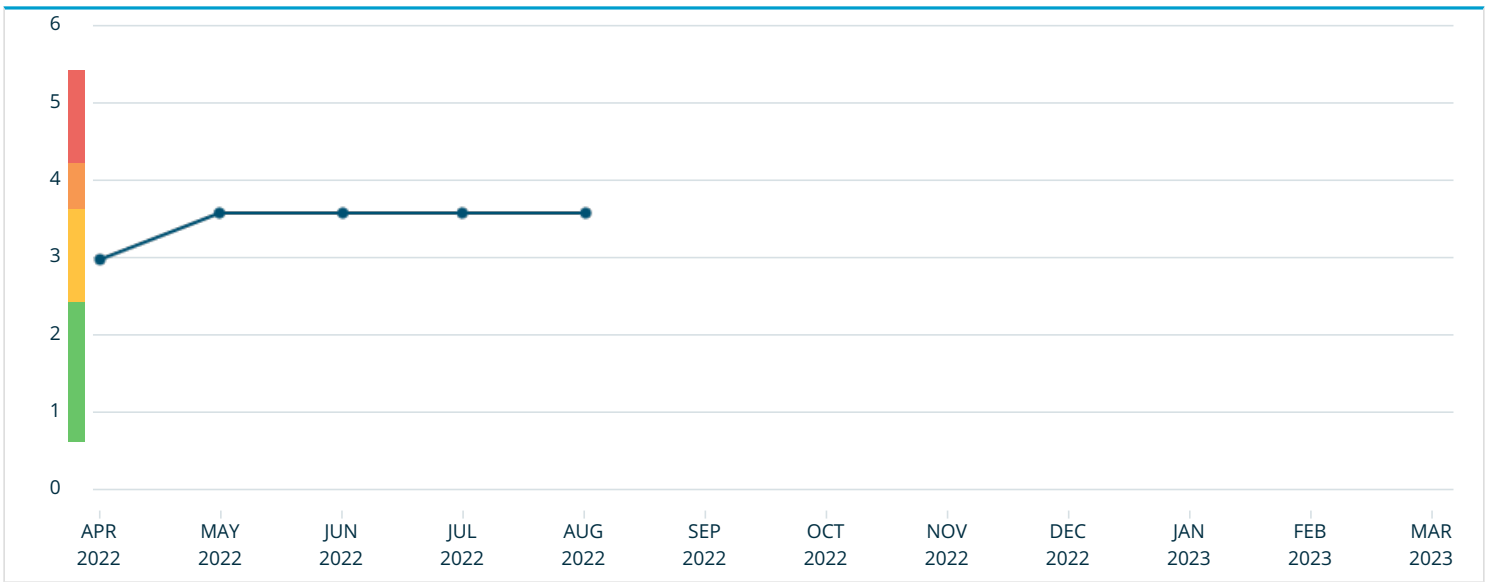
Business belongs to an industry with above average risk of ceasing operations or becoming inactive

Unstable Paydex over last 12 months

## Business and Industry Trends

3949 - Mfg sporting/athletic goods





### D&B RATING

#### Current Rating as of 06-03-2022

Employee Size

**1R:** 10 employees and over

Risk Indicator

**2:** Low Risk

#### Previous Rating

Employee Size

**1R:** 10 employees and over

# TRADE PAYMENTS

TRADE PAYMENTS SUMMARY		Based on 24 months of data
<b>Overall Payment Behavior</b> <b>16</b> Days Beyond Terms  Highest Now Owing: US\$ 100,000	<b>% of Trade Within Terms</b> <b>72%</b>  Total Trade Experiences: 59 Largest High Credit: US\$ 2,000,000 Average High Credit: US\$ 98,627	<b>Highest Past Due</b> <b>US\$ 100,000</b>  Total Unfavorable Comments : 0 Largest High Credit: US\$ 0 Total Placed in Collections: 0 Largest High Credit: US\$ 0

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	45%	9	\$4,600,000
50,000 - 100,000	88%	4	\$300,000
15,000 - 49,999	77%	12	\$260,000
5,000 - 14,999	47%	6	\$45,000
1,000 - 4,999	66%	14	\$20,000
UNDER 1,000	89%	8	\$2,250

TRADE PAYMENTS BY INDUSTRY			
<a href="#">Collapse All</a>   <a href="#">Expand All</a>			
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
▼99 - Nonclassifiable Establishments	8	2,000,000	
9999 - Nonclassified	8	2,000,000	49
▼45 - Transportation By Air	5	700,000	
4513 - Air Courier Service	5	700,000	4
▼42 - Motor Freight Transportation And Warehousing	5	100,000	
4213 - Trucking Non-local	5	100,000	1

▼50 - Wholesale Trade - Durable Goods	9	95,000	
5091 - Whol Sporting Goods	5	95,000	84
5045 - Whol Computers/softwr	2	30,000	100
5085 - Whol Industrial Suppl	1	15,000	100
5063 - Whol Electrical Equip	1	50	100
▼47 - Transportation Services	4	300,000	
4731 - Arrange Cargo Transpt	4	300,000	100
▼48 - Communications	4	1,000	
4813 - Telephone Communictns	2	1,000	55
4812 - Radiotelephone Commun	2	750	100
▼27 - Printing, Publishing And Allied Industries	3	1,000,000	
2752 - Lithographic Printing	1	1,000,000	50
2731 - Books-print/publish	1	500	50
2741 - Misc Publishing	1	50	100
▼57 - Home Furniture Furnishings And Equipment Stores	1	100,000	
5712 - Ret Furniture	1	100,000	50
▼35 - Industrial And Commercial Machinery And Computer Equipment	1	70,000	
3565 - Mfg Packaging Mach	1	70,000	100
▼23 - Apparel And Other Finished Products Made From Fabrics And Similar Materials	1	65,000	
2341 - Mfg Women's Underwear	1	65,000	100
▼56 - Apparel And Accessory Stores	1	25,000	
5661 - Ret Shoes	1	25,000	100
▼73 - Business Services	2	20,000	
7363 - Help Supply Service	1	20,000	100
7389 - Misc Business Service	1	1,000	100
▼51 - Wholesale Trade - Nondurable Goods	2	15,000	
5113 - Whol Service Paper	1	15,000	100
5112 - Whol Office Supplies	1	10,000	50
▼25 - Furniture And Fixtures	1	15,000	
2522 - Mfg Nonwd Office Furn	1	15,000	50

▼30 - Rubber And Miscellaneous Plastics Products	2	7,500	
3086 - Mfg Plastic Foam Prdt	1	7,500	50
3069 - Mfg Fabricated Rubber	1	2,500	50
▼91 - Executive Legislative And General Government Except Finance	1	7,500	
9111 - Executive Office	1	7,500	100
▼61 - Nondepository Credit Institutions	1	5,000	
6153 - Short-trm Busn Credit	1	5,000	0
▼37 - Transportation Equipment	1	5,000	
3751 - Mfg Motorcycles/bikes	1	5,000	100
▼60 - Depository Institutions	1	1,000	
6021 - Natnl Commercial Bank	1	1,000	100

#### TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
02/2023	Prompt	-	200,000	70,000	0	1 Month
02/2023	Prompt	-	95,000	35,000	250	1 Month
02/2023	Prompt	-	65,000	50,000	0	1 Month
02/2023	Prompt	-	30,000	0	0	1 Month
02/2023	Prompt	N30	30,000	5,000	0	1 Month
02/2023	Prompt	-	25,000	2,500	0	1 Month
02/2023	Prompt	Regular terms	20,000	20,000	0	1 Month
02/2023	Prompt	-	15,000	10,000	0	1 Month
02/2023	Prompt	N30	15,000	0	0	1 Month
02/2023	Prompt	-	2,500	0	0	Between 6 and 12 Months
02/2023	Prompt	N30	1,000	0	0	Between 2 and 3 Months
02/2023	Prompt	-	1,000	0	0	1 Month
02/2023	Prompt	-	250	0	0	Between 4 and 5 Months
02/2023	Prompt to Slow	-	100,000	100,000	100,000	-
02/2023	Prompt to Slow	1 15 N30	15,000	7,500	0	1 Month

02/2023	Prompt to Slow	PROX	10,000	500	500	1 Month
02/2023	Prompt to Slow	-	7,500	750	50	1 Month
02/2023	Prompt to Slow	-	2,500	0	0	1 Month
02/2023	Prompt to Slow	-	500	0	0	Between 6 and 12 Months
02/2023	Prompt to Slow	-	100,000	2,500	500	1 Month
02/2023	Slow	-	100,000	100,000	35,000	1 Month
02/2023	Slow	N30	15,000	2,500	500	-
01/2023	Prompt	-	300,000	100,000	1,000	1 Month
01/2023	Prompt	-	25,000	10,000	0	1 Month
01/2023	Prompt	N60	20,000	500	0	1 Month
01/2023	Prompt	-	2,500	2,500	0	1 Month
01/2023	Prompt	-	750	0	0	Between 6 and 12 Months
01/2023	Prompt	-	500	500	0	1 Month
01/2023	Prompt to Slow	-	2,000,000	50,000	25,000	1 Month
01/2023	Prompt to Slow	-	1,000	50	0	1 Month
12/2022	-	Cash Account	-	-	-	Between 6 and 12 Months
11/2022	Prompt	-	1,000	0	0	Between 6 and 12 Months
11/2022	Prompt	-	50	0	0	Between 6 and 12 Months
11/2022	-	Cash Account	250	-	-	1 Month
09/2022	-	-	50	-	-	1 Month
06/2022	Prompt	-	5,000	0	0	Between 6 and 12 Months
06/2022	-	Cash Account	250	-	-	1 Month
04/2022	Prompt	-	100	0	0	Between 6 and 12 Months
04/2022	Slow	-	2,500	0	0	Between 6 and 12 Months
04/2022	-	Cash Account	50	-	-	1 Month
03/2022	-	Cash Account	50	-	-	1 Month
02/2022	Slow	-	10,000	2,500	0	1 Month
01/2022	Prompt	-	7,500	-	-	1 Month



01/2022	Slow	-	5,000	0	0	Between 6 and 12 Months
01/2022	Slow	-	100,000	0	0	Between 2 and 3 Months
11/2021	Prompt	-	70,000	30,000	0	1 Month
11/2021	Slow	-	1,000	0	0	Between 6 and 12 Months
09/2021	Prompt	-	1,000	0	0	Between 6 and 12 Months
07/2021	Prompt to Slow	-	1,000,000	0	0	Between 4 and 5 Months
03/2021	Prompt to Slow	-	30,000	7,500	2,500	1 Month
03/2021	Prompt to Slow	-	1,000	500	500	1 Month
02/2021	Prompt	N30	1,000	0	0	Between 6 and 12 Months
02/2021	Prompt	-	50	50	0	1 Month
02/2021	Prompt	-	50	0	0	Between 6 and 12 Months
02/2021	Prompt to Slow	-	1,000	1,000	500	1 Month
02/2021	Prompt to Slow	-	1,000	0	0	1 Month
02/2021	Prompt to Slow	-	70,000	10,000	0	1 Month
02/2021	Slow	-	700,000	100,000	250	1 Month
02/2021	Slow	-	20,000	2,500	0	1 Month

## EVENTS

### LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	0	TOTAL	0	TOTAL	0	TOTAL	7
LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	10/04/2021

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

### EVENTS

#### UCC Filing - Original

Filing Date	2021-10-04
Filing Number	1260941200024
Received Date	2021-10-19
Collateral	Inventory and proceeds - Account(s) and proceeds - Machinery and proceeds - Building materials and proceeds - and OTHERS
Secured Party	CROWN BANK, EDINA, MN
Debtors	THE PROPHET CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### UCC Filing - Continuation

Filing Date	2018-07-05
Filing Number	1023254800452
Received Date	2018-07-09
Original Filing Date	2008-12-31
Original Filing Number	200814403805
Secured Party	WELLS FARGO BANK, NATIONAL ASSOCIATION, MINNEAPOLIS, MN

Debtors	THE PROPHET CORPORATION
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### **UCC Filing** - Original

Filing Date	2016-03-24
Filing Number	880620000698
Received Date	2016-03-29
Collateral	Business machinery/equipment including proceeds and products
Secured Party	U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL ASSOCIATION, MARSHALL, MN

Debtors	THE PROPHET CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### **UCC Filing** - Continuation

Filing Date	2013-07-05
Filing Number	20133300099
Received Date	2013-07-10
Original Filing Date	2008-12-31
Original Filing Number	200814403805
Secured Party	WELLS FARGO BANK, NATIONAL ASSOCIATION, MINNEAPOLIS, MN
Debtors	THE PROPHET CORPORATION
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### **UCC Filing** - Original

Filing Date	2012-01-26
Filing Number	201227016002
Received Date	2012-02-06
Collateral	Equipment
Secured Party	U.S. BANK EQUIPMENT FINANCE, MARSHALL, MN
Debtors	THE PROPHET CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### **UCC Filing** - Amendment

Filing Date	2009-06-17
Filing Number	20091645582

Received Date	2009-06-25
Original Filing Date	2008-12-31
Original Filing Number	200814403805
Secured Party	WELLS FARGO BANK, NATIONAL ASSOCIATION, MINNEAPOLIS, MN
Debtors	THE PROPHET CORPORATION
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### UCC Filing - Original

Filing Date	2008-09-16
Filing Number	200813209719
Received Date	2008-09-25
Collateral	Leased Equipment
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	THE PROPHET CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

#### COMPANY EVENTS

##### The following information was reported on: 06-03-2022

The Minnesota Secretary of State's business registrations file showed that The Prophet Corporation was registered as a Corporation on November 18, 1994 under file registration number 8L-569.

Business started 1947 by James Pofahl and Malcolm Stephenson. Present control succeeded 1979.

**BUSINESS HISTORY:** On December 30 1994, The Prophet Corporation transferred the activewear assets and liabilities to a newly formed corporation, Genesis Apparel, Inc, in exchange for 410,000 shares of Genesis Apparel Inc common stock. The Prophet Corporation then exchanged 205,000 shares of its outstanding common stock in exchange for the 410,000 newly issue shares of Genesis Apparel Inc common stock. As of December 31 1994, Genesis Apparel Inc comprises the activewear business and The Prophet Corporation comprises the sports equipment business.

TODD JENNINGS. 1992-present active here.

**RELATED CONCERNS :** Prophet Land Company, Owatonna, MN, started 1979. Operates as a commercial real estate concern. Intercompany relations consist of landlord and tenant and The Prophet Corporation is a guarantor of a loan to this affiliate. Genesis Apparel, Inc. Operates in the activewear field. The Company's stockholders are the major stockholders of Genesis Apparel, Inc. Business name changed from Genesis Apparel, Inc to The Prophet Corporation.

Business address has changed from 220 24th Ave N W, Owatonna, MN, 55060 to 2525 Lemond St Sw, Owatonna, MN, 55060.

#### SPECIAL EVENTS

There are no special events recorded for this business.

## Financials

D&B currently has no financial information on file for this company.

## COMPANY PROFILE

### COMPANY OVERVIEW

**D-U-N-S**

02-298-3092

**Mailing Address**

PO Box 998, Owatonna  
MN 55060, US

**Annual Sales**

-

**Business Form**

Corporation (US)

**Telephone**

(800) 533-0446

**Employees**

140

**Date Incorporated**

11/18/1994

**Fax**

-

**Age (Year Started)**

76 years (1947)

**State of Incorporation**

Minnesota

**Website**

[www.prophet.com](http://www.prophet.com)

**Named Principal**

TODD JENNINGS, CEO

**Ownership**

-

**Line of Business**

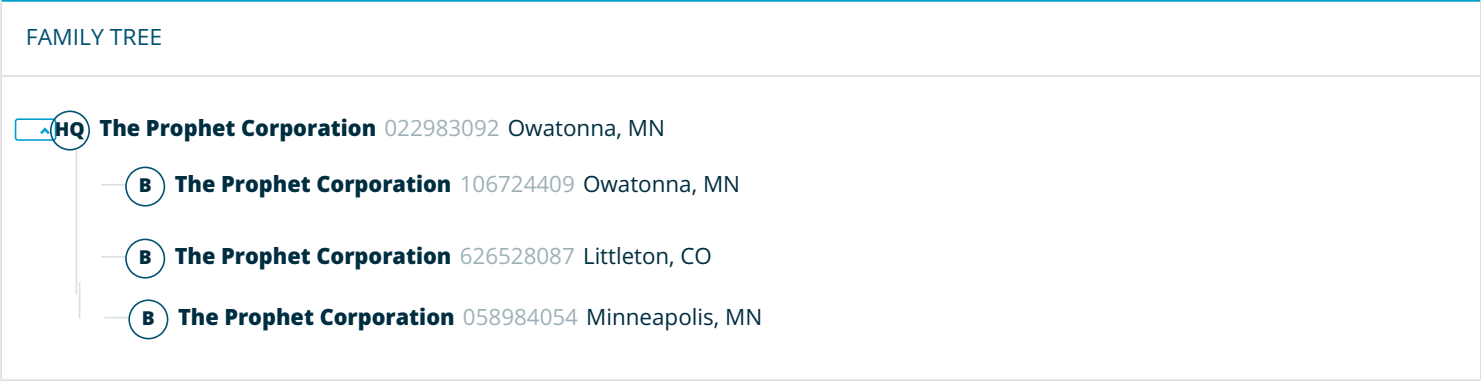
Mfg sporting/athletic goods

**SIC**

3949

# OWNERSHIP

FAMILY TREE SUMMARY		
Members in the Tree	Subsidiaries of this Company	Branches of this Company
4	0	3



b. The Prophet Corporation FEIN: 41-1796-468

**Annual Sales**

**2020:** \$76,083,074

**2021:** \$100,790,990

**2022:** \$131,264,738

E. Describe any green or environmental initiatives or policies.

For Gopher’s catalog printing, we supply our paper from a sustainably sourced company with an entirely regenerative ecosystem. We maintain an on-site recycling and recyclable segregation plan. Our Customer Service team has implemented “No print rule” to save resources. We use recyclable air bags for packing our shipments. We also utilize a box cutting system that calculates the precise size a shipment box needs to be to fit a particular customer order, which maximizes efficiency within the plant and reduces the amount of cardboard and waste that is ultimately produced.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise: **No**
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE): **No**
- c. Historically Underutilized Business (HUB): **No**
- d. Historically Underutilized Business Zone Enterprise (HUBZone): **No**
- e. Other recognized diversity certificate holder: **No**

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

**Please see Tab 3, Part A response**

F. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier.

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or



c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier.

### 3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

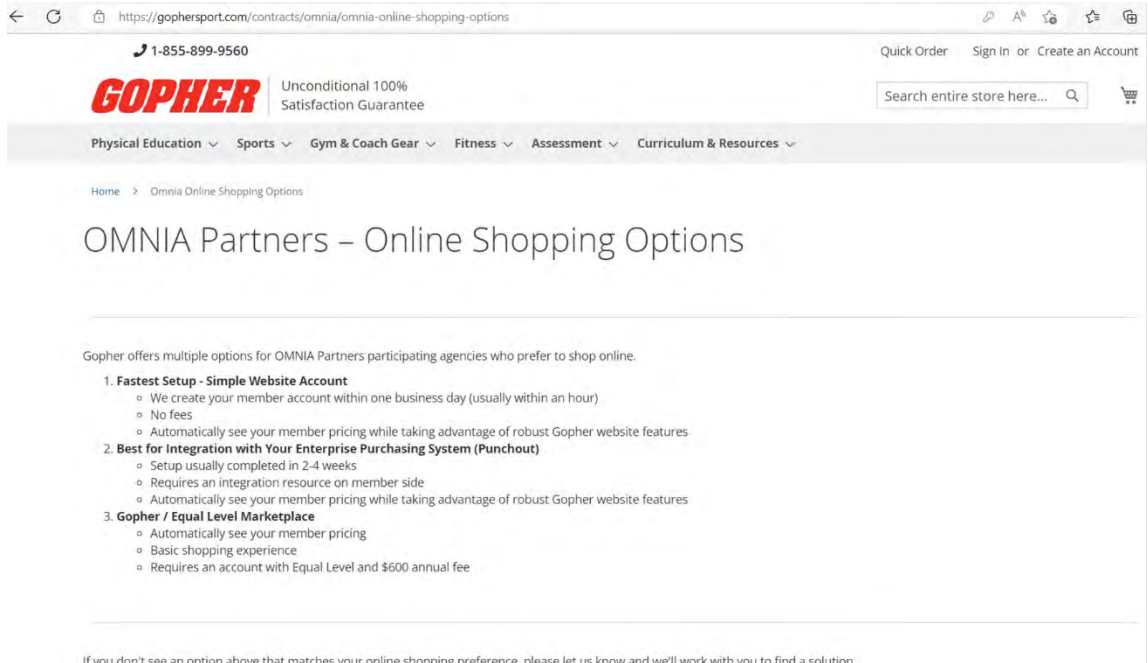
**Please see Tab 3, Part A response**

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

**Please see Tab 3, Part D response**

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail, or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All customers will be offered Omnia Master Agreement pricing through orders placed via phone calls, emails, and fax orders as they are all processed through our customer service and sales team. Omnia contract pricing will be given directly on the order. If a customer would like to shop online, there are multiple options including an easy website account, partnering with an organization through their ERP or leveraging the Gopher/Equal Level Marketplace. We can work with any customer to create a custom solution if needed as well. Per our existing agreement we already have a specific landing page created, detailing these web solutions on our Gopher Sport website ([www.GopherSport.com](http://www.GopherSport.com)) as seen below:



D. Identify all other companies that will be involved in processing, handling, or shipping the products/service to the end user.

**Please see Tab 3, Part D response**

E. Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

**Please see Tab 3, Part D response**

### 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

#### **First 30 days:**

- Gopher and OMNIA/HCPS are currently in a strong partnership that has resulted in over \$7MM in sales in 2022. To that end, if awarded the new contract through 2026, we would be in position to immediately implement all needs for the partnership and essentially continue the consistent and growth-oriented plan we have been leveraging.
- Within 10 days, all executives listed on this contract proposal will be informed of the awarded contract and aligned to support our renewed marketing, sales & customer service efforts to support OMNIA sales with our customers.

- Within 14 days, we will be able to update our Gopher Sport website with current OMNIA contract information and field any questions coming into our OMNIA-specific email inbox we have set up.

**First 60 days:**

- Our national sales team has been well-versed on the current OMNIA contract and is utilizing it with existing customers and has received training on the contract as recently as the last 3 months for new team members. In the first 60 days of being awarded the contract, we would schedule a full-team training session and include our OMNIA partner Ben Fuess (with whom we have monthly business review calls) to join and provide additional training and relevant information to the team.

**First 90 days:**

- We will have any updated payment terms or customer payment systems up and running within 90 days of a new contract being awarded and bringing new customers on board.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications.

**Yes, we will work on this together with Ben Fuess and have this completed within 30-60 days**

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.

**Yes, we will post the updated information on our current landing page for OMNIA contract information and update all related landing pages we have set up.**

iii. Design, publication, and distribution of co-branded marketing materials within first 90 days

**Yes, we will review all current co-branded marketing materials and review with Ben Fuess once contract has been awarded.**

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement

**Yes, we will participate and attend all events as OMNIA would prefer and we are asked to attend.**

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

**Yes, confirmed. Happy to attend and exhibit at the NIGP Annual Forum and will be looking forward to getting together, especially since there was a long hiatus from in-person events in the last few years.**

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

**Yes, this will be completed within the first 60 days.**

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

**Yes, we currently market OMNIA contract partnership on the outside cover of our 1.5MM catalogs that we are sending out in 2023. We will update and continue to market this with a high-profile position on our greatest marketing asset going forward if awarded the new contract.**

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

**Yes, within the first 30 days we will update any information on our pre-existing OMNIA partners landing page with logo and additional details regarding partnership & contract pricing for customers. This is embedded in our GopherSport.com website that details our entire assortment of products and services.**

**OMNIA**  
P A R T N E R S

**Contract Number:** 16-SRD-010

**Contract Name:** Athletic and PE Supplies, Equipment and Related Products

**Expiration Date:** September 30, 2023

[Click here to learn more](#)

## OMNIA Partnership Information

Gopher is proud to partner with OMNIA partners to provide physical education, athletic, fitness, and recreation solutions to State, Local, K-12, Higher Education, and Non-Profit Organizations. The partnership ensures these organizations receive our best pricing, plus the Gopher Advantage:

- **Exclusive Products** *The ultimate combination of quality and innovation!* From athletics to fitness to physical education, we've got you covered with thousands of products you won't find anywhere else. Our unmatched selection of unique products are developed specifically to help our customers achieve their goals. Designed to outlast and outperform, our 'Only from Gopher' products combine innovative designs and high-quality materials to create longer-lasting, higher higher-performing solutions.
- **Unconditional 100% Satisfaction Guarantee** *You simply won't find a better guarantee!* Our guarantee means that if you are not satisfied with any purchase for any reason at any time, we will replace the product, credit your account, or refund the purchase price. No hassles. No exceptions. No restocking fees. No kidding! Our commitment to you is that you'll be satisfied...we guarantee it!
- **Superior Customer Experience** *Your peace of mind is our priority!* From the time you place your order to the time your products are delivered, we'll go the extra mile to make your experience with us easy and hassle-free. Our friendly and knowledgeable Sales and live-answer Customer Care teams are standing by, ready to assist you in any way needed and you can easily track your orders, view your order history, and reorder past items with our FREE Gopher Order Manager App. All in-stock products arrive in 4 days or less with our Fast or Free <sup>SM</sup> Shipping Guarantee.

### Contract Documents & Resources

- [Master Agreement](#)
- [Shopping Options](#)
- [Contract Amendments](#)
- [Webinar Registration](#)

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

**The 1.2MM to 1.5MM Catalogs that we send out will be our primary vehicle for driving awareness amongst customers about the OMNIA contract partnership. We also have an extensive list of email contacts for Physical Education Teachers, Principals, Administrators, and other Public Agencies that have opted in to receive Gopher communications that we will market our partnership through, as well as the over 100,000 annual orders a year that go through our sales & customer service team at some point in the ordering process.**

**Current other major cooperative agreements:**



**Contract Number:** 071819-PRO

**Contract Name:** Athletic and Physical Education Equipment and Supplies

**Expiration Date:** October 3, 2023

[Click here to learn more](#)

**At Gopher we are "customer first" and we will serve the needs of all customers, small and large, so the cooperative purchasing position is one of the abilities to service their needs, streamline their processes and offer large discounts not available anywhere else.**

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

**Yes, confirmed.**

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

**Yes, confirmed.**

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

**Yes, confirmed.**

G. Provide the name, title, email, and phone number for the person(s), who will be responsible for:

Ryan Reimers- *Chief Operating Officer* (Exec Support, Financial Reporting).  
[ryanreimers@gophersport.com](mailto:ryanreimers@gophersport.com), (507) 444-1522

Matt Ginskey- *Vice President, Gopher Business Unit* (Exec Support).  
[mattginskey@gophersport.com](mailto:mattginskey@gophersport.com), (507) 444-1506

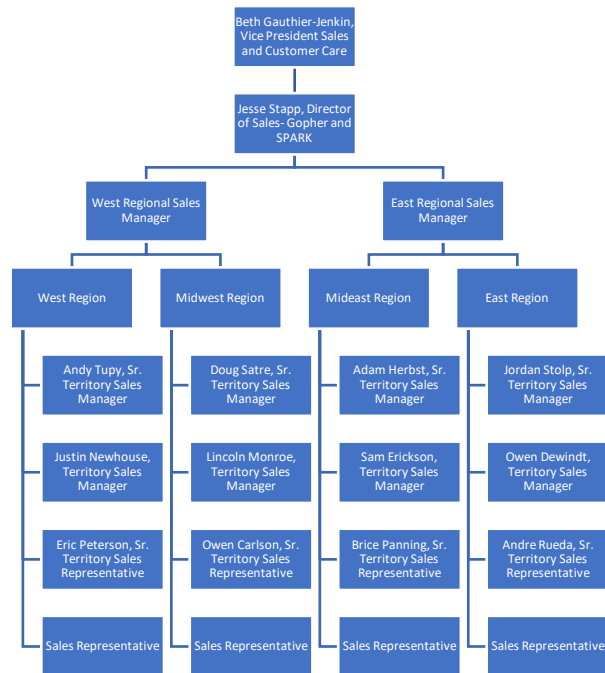
Gary Buescher- *Vice President Procurement & Manufacturing* (Exec Support).  
[garybuescher@gophersport.com](mailto:garybuescher@gophersport.com), (507) 444-1534

Beth Gauthier-Jenkin- *Vice President, Sales and Customer Care* (Exec Support & A/P).  
[bethgauthierjenkin@gophersport.com](mailto:bethgauthierjenkin@gophersport.com), (507) 444-4242

Jonathan Faloon- *Gopher Brand Director*- Minnesota (Marketing).  
[jonathonfaloon@gophersport.com](mailto:jonathonfaloon@gophersport.com), (952) 841-9726

Jesse Stapp- *Director of Sales- Gopher & SPARK*- Minnesota (Sales/Support & Contracts).  
[jessestapp@gophersport.com](mailto:jessestapp@gophersport.com), (855) 500-3620

H. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.



H. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow, and service the national program.

**Gopher Sport has had 7 concurrent years (2016- present) working with the Omnia team to strategize and produce incremental revenue through various marketing and sales campaigns. Here is a breakdown of the first 3 months if we were to be awarded a new contract:**

**Within 30 days of new contract:**

- Contract kickoff meeting between Gopher and Omnia teams
- Sales calls to our top 200 customers to make them aware of new contract

**Within 60 days of new contract:**

- Joint training between Omnia and Gopher to further equip our sales staff to sell the new contract
- Continue monthly Omnia & Gopher Sport Business review meetings (Gopher marketing & sales + Omnia Partner Development staff)
- Review next 3-6 month in-market travel schedule and coordinate on signage to increase Omnia exposure at tradeshow events

**Within 90 days of new contract:**

- Gopher Sport analysis on first quarter with new contract (quote/order volume, order size, trending categories/products, sales campaign reporting, etc.)

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

**Given that Gopher & OMNIA/HCPS are in a current agreement, we will continue the consistent management of the contracts with leadership from Jonathan Faloon & Jesse Stapp working together to coordinate any needs through our marketing, marketing operations & sales teams and concurrently communicate directly with Ben Fuess (OMNIA Partners) on monthly financial reporting, marketing & sales efforts and any other partnership needs.**

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

**Gopher Sport Sales in 2022: \$131,264,738 – most of these sales came from Public Agencies**



Public Agency	Address	City	State	Zip Code	Phone
Manteca Unified School District	2271 W Louise Ave	Manteca	CA	95337	(209) 825-3200
Compton Unified School District	501 S Sante Fe Ave	Compton	CA	90221	(310) 639-4321
Oxnard Elementary School District	1051 S A St	Oxnard	CA	93030	(805) 385-1501
Fresno Unified School District	2309 Tulare St	Fresno	CA	93721	(559) 457-3000
Dallas Independent School District	9400 N Central Expy Suite 1620	Dallas	TX	75231	(972) 925-3700
Chicago Public Schools	42 W Madison Street	Chicago	IL	60602	(773) 553-1000
Houston Independent School District	4400 W 18 <sup>th</sup> St	Houston	TX	77092	(713) 556-6000
Mesa Public Schools	63 E Main St Ste 101	Mesa	AZ	85201	(480) 472-0000
Clayton County Public Schools	1058 5 <sup>th</sup> Ave	Jonesboro	GA	30236	(770) 473-2700
Los Angeles Unified School District	333 S Beaudry Ave	Los Angeles	CA	90017	(213) 241-1000

I. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

**Please see Tab 3, part F response.**

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

**Gopher and OMNIA/HCPS have had a consistent and growth-oriented partnership since 2016. Sales in the last two years have been \$2,368,820 (2021) and \$7,016,072 (2022) and we are excited to continue the momentum together in partnership to grow beyond the \$7MM mark. We are committed to marketing & sales efforts to drive gains on the partnership sales totals and look forward to future mutually beneficial growth.**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

**Gopher operates customer first always. When it comes to circumstances where solicitations from individual customers are a requirement, we will respond appropriately.**

#### **Tab 4 – References**

**Provide a minimum of three (3) reference letters from owner representatives for projects that your firm has provided or is providing services which are similar in scope to this RFP. Reference letters shall be current, dated within one (1) year of this solicitation. The reference from the owner representative must be provided on their letterhead, and include details regarding your Firm's role, level of service provided, etc. Letters from Harford County Public Schools staff shall not be considered. Please include current contact information for all references.**

**Here is a list of 5 of our top customers that would be willing to offer an outstanding recommendation for Gopher Sport if they were to be contacted:**

- 1) **Company Name: Charlotte-Mecklenburg Schools**
  - a. **Address: 3301 Stafford Drive, Charlotte, NC 28208**
  - b. **Phone Number: (980) 343-6050**
  - c. **Contact Name: Keith Kraemer**
- 2) **Company Name: Mesquite Independent School District**
  - a. **Address: 3819 Towne Crossing Blvd, Mesquite, TX 75150**
  - b. **Phone Number: (972) 882-7413**
  - c. **Contact Name: Wendi Hatley**
- 3) **Company Name: San Bernardino City Unified School District**
  - a. **Address: 777 N F St, San Bernardino, CA 92410**
  - b. **Phone Number: (909) 473-2090**
  - c. **Contact Name: Amy Gazzaniga**
- 4) **Company Name: Buffalo Public Schools**
  - a. **Address: 712 City Hall 65 Niagara Square, Buffalo, NY 14202**
  - b. **Phone Number: (716) 816-4013**
  - c. **Contact Name: Dr. Sue Baldwin**
- 5) **Company Name: Independent School District 196 Rosemount-Apple Valley-Eagan**
  - a. **Address: 3455 153<sup>rd</sup> Street West, Rosemount, MN 55068**
  - b. **Phone Number: (651) 423-7700**
  - c. **Contact Name: Becki Douglas**

Contact information for two (2) former clients that have discontinued services with your Firm in the last 2 years.

- 1) **Company Name: Socorro Independent School District**
  - a. **Address: 12440 Rojas Dr, El Paso, TX 79928**
  - b. **Phone Number: (915) 937-0000**
  - c. **Contact Name: Justine Farmer**
- 2) **Company Name: Baltimore City Public School District**
  - a. **Address: 200 E North Ave, Baltimore, MD 21202**
  - b. **Phone Number: (443) 984-2000**
  - c. **Contact Name: Deborah Torres**

**Tab 5 – Exceptions**

None

**Tab 6 – Addenda**

None

**Tab 7 – Required Documents (See Below Signed/Attached)**

**END CONFIDENTIAL – PRIVATELY HELD PROPRIETARY INFO**

A. Attachment “B” Insurance Requirements for Service/Consulting Contracts

B. Attachment “C” Debarment Certification

C. Attachment “D” Conflict of Interest Form

D. Attachment “E” Employment of Sex Offenders and Other Criminal Offenders Affidavit

E. Attachment “F” Anti-Bribery Affidavit

F. Attachment “G” Professional Services Agreement

G. The successful Offeror will be required to sign Attachment I, Exhibit B prior to contract award, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

H. Include completed Attachment I, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. RFP # 23-SR-020 Athletic and Physical Education Supplies, Equipment and Related Products

## Procurement Department

Sara Rowe, NIGP-CPP, Procurement Agent

ph. 410-638-4082  
[Sara.Rowe@hcps.org](mailto:Sara.Rowe@hcps.org)

### Addendum #1

RFP 23-SR-020

### ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS

**TO:** ALL OFFERORS  
**FROM:** Sara Rowe, Procurement Agent  
**DATE:** March 6, 2023

The purpose of this addendum is to provide clarification to all prospective offerors.

1. A copy of the pre-proposal sign-in sheet is attached. Addendum #1, Attachment 1
2. **QUESTION:** Based on the scope of work, I thought that vendors can submit a full catalog of products. However, I'm confused with the Market Basket. Do vendors have to offer all of the listed products in order to respond to his bid?

**ANSWER:**

Per Page 49, Bullet #2:

"2. Respondent must respond to all items listed in the Respondent Bid Submission Section or mark item "NA"."

Offers should provide their full catalog of products in accordance with the scope of work. Complete Market Basket will be used for evaluation purposes.

3. **QUESTION:** I wanted to see if there was something specific you were looking for that I can make sure we include in this new bid!

**ANSWER:** Offers should provide their full catalog of products in accordance with the scope of work.

4. **QUESTION:** I wanted to submit a proposal for this RFP. I received an invite from Omnia Partners for it. I have never actually submitted a proposal before. I am not sure what PE supplies or equipment you

are looking for, but I assume since Omnia sent this to me, that you might be looking for some yoga products? Do I submit a wholesale line sheet of what we have? We also have capabilities to do custom products, pricing and bids on that depend on what items and quantity of course. Let me know as I would love the opportunity to work with you on this project.

**ANSWER:** Offers should provide their full catalog of products in accordance with the scope of work.

5. **DELETE:** Page 24, Tab -8 Contract pricing Page, Bullet C:

C. Offerors are not required to submit pricing for all items on "Attachment "I" Cost Proposal. Items that do not apply to an Offeror shall be marked "N/A". Additional items may also be listed in the spaces provided for additional items or by submitting additional sheets.

**ADD:** Page 24, Tab -8 Contract pricing Page, Bullet C:

C. Offerors are not required to submit pricing for all items on "Attachment "H" Cost Proposal. Items that do not apply to an Offeror shall be marked "N/A". Additional items may also be listed in the spaces provided for additional items or by submitting additional sheets.

6. **DELETE:** Page 37, Services:

**Scope of Services.** Subject to the terms and conditions of this Agreement, Provider will perform those professional consulting services as set forth and attached hereto as **Exhibit A (SCOPE OF WORK), Exhibit B (Fees), Exhibit C (Schedule), and The Awardee's Response to RFP #23-SR-016,**

**ADD:** Page 37, Services:

**Scope of Services.** Subject to the terms and conditions of this Agreement, Provider will perform those professional consulting services as set forth and attached hereto as **Exhibit A (SCOPE OF WORK), Exhibit B (Fees), Exhibit C (Schedule), and The Awardee's Response to RFP #23-SR-020,**

I hereby acknowledge receipt of Addendum #1 dated March 7, 2023, to RFP #23-SR-020: ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS

<u>The prophet corporation</u>	<u>Ryan Elmers</u>
Company	Name (Print or Type)
<u>[Signature]</u>	<u>03/17/23</u>
Authorized Signature	Date

**Note: Offeror shall sign and submit Addendum with RFP submission. The same person signing Addendum shall sign the Signature Sheet. Failure to submit the Addendum may deem your offer as non-responsive.**

**Addendum #1**  
**Attachment A: Pre-Proposal Sign-In Sheet**  
**RFP #23-SR-020**  
**ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS**

<b>23-SR-020: Athletic and Physical Education Supplies Equipment and Related Products</b>		
<b>Pre-Proposal Meeting</b>		
<b>February 17, 2023 at 9:00 AM</b>		
<b>Microsoft Teams</b>		
<b>Organization</b>	<b>Contact</b>	<b>Email</b>
Harford County Public Schools	Kilo Mack	kilo.mack@hcps.org
Harford County Public Schools	Sara Rowe	sara.rowe@hcps.org
Harford County Public Schools	Lori Schreck	lori.schreck@hcps.org
Harford County Public Schools	Stacy Phillips	stacy.phillips@hcps.org
Omnia Partners	Christine Dorantes	christine.dorantes@omniapartners.com
Omnia Partners	Amy Smith	amy.smith@omniapartners.com
Omnia Partners	Sonda Sahley	sonda.sahley@omniapartners.com
Gopher Sport	Jesse Stapp	jessestapp@gophersport.com
Gopher Sport	Jonathan Faloon	jonathanfaloon@gophersport.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p><b>PRODUCER</b> Christensen Group 9855 West 78th Street, Ste 100  Eden Prairie MN 55344</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Alissa Breeggemann</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> (952) 653-1000</td> <td><b>FAX (A/C, No):</b> (952) 653-1100</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> abreeggemann@christensengroup.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Middlesex Insurance Company</td> <td><b>NAIC #</b> 23434</td> </tr> <tr> <td><b>INSURER B:</b> Sentry Insurance</td> <td><b>NAIC #</b> 24988</td> </tr> <tr> <td><b>INSURER C:</b> Accredited Specialty Insurance Company</td> <td><b>NAIC #</b> 16835</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Alissa Breeggemann		<b>PHONE (A/C, No, Ext):</b> (952) 653-1000	<b>FAX (A/C, No):</b> (952) 653-1100	<b>E-MAIL ADDRESS:</b> abreeggemann@christensengroup.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Middlesex Insurance Company	<b>NAIC #</b> 23434	<b>INSURER B:</b> Sentry Insurance	<b>NAIC #</b> 24988	<b>INSURER C:</b> Accredited Specialty Insurance Company	<b>NAIC #</b> 16835	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>CONTACT NAME:</b> Alissa Breeggemann																					
<b>PHONE (A/C, No, Ext):</b> (952) 653-1000	<b>FAX (A/C, No):</b> (952) 653-1100																				
<b>E-MAIL ADDRESS:</b> abreeggemann@christensengroup.com																					
<b>INSURER(S) AFFORDING COVERAGE</b>																					
<b>INSURER A:</b> Middlesex Insurance Company	<b>NAIC #</b> 23434																				
<b>INSURER B:</b> Sentry Insurance	<b>NAIC #</b> 24988																				
<b>INSURER C:</b> Accredited Specialty Insurance Company	<b>NAIC #</b> 16835																				
<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<p><b>INSURED</b>  THE PROPHET CORPORATION, DBA: GOPHER SPORT 2525 Lemond St SW  Owatonna MN 55060</p>																					

**COVERAGES**    **CERTIFICATE NUMBER:** 23-24 LIABILITY SLT    **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			A0140842004	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>			A0140842001	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			A0140842006	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000
			AGGREGATE \$ 10,000,000				
		DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A0140842005	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
C	Cyber Liability			2-CIA-MN-17-S0105512-01	01/01/2023	01/01/2024	Limit: \$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Board of Education for Harford County and its elected and appointed officials, officers, employees and authorized volunteers are included as an Additional Insured under the General Liability & Auto Liability on a Primary/Non-Contributory basis when required by written contract. A Waiver of Subrogation in favor of the Additional Insured applies to the General Liability, Auto Liability & Worker's Compensation when required by written contract. Umbrella policy follows form over the General Liability, Auto Liability & Employer's Liability as respects additional insureds. 30 Days' Notice of Cancellation (other than non-payment of premium) applies to the Certificate Holder.

CERTIFICATE HOLDER	CANCELLATION
<p>Harford County Public Schools 102 S Hickory Ave  Bel Air MD 21014</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE  <i>[Signature]</i></p>



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

AGENCY CUSTOMER ID: 00009014

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Christensen Group		NAMED INSURED THE PROPHET CORPORATION, DBA: GOPHER SPORT	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

**ATTACHMENT C**  
**DEBARMENT CERTIFICATION**

**HARFORD COUNTY PUBLIC SCHOOLS**

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT  
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ryan Rimeris - Chief operating officer  
Name and Title of Authorized Agency/Organization Representative

[Handwritten Signature]

Signature

03/17/23

Date

The prophet corporation  
Agency/Organization

\*Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

**ATTACHMENT D**  
**CONFLICT OF INTEREST FORM**

**CONTRACTOR PERSONAL CONFLICTS OF INTEREST**  
**FINANCIAL DISCLOSURE TEMPLATE**  
**(JUL 2017)**

**Offerors/Contractors:**

1. ***Use of this actual template is not required. This template is provided as a sample for the kind of information HCPS has found to be vital for proper personal COI analysis. If the offeror/contractor uses its own template or form for personal conflict of interest information collection and disclosure, the offeror/contractor should ensure that, at a minimum, the information captured on this template is collected.***
2. ***Personal Conflict of Interest Financial Disclosure information shall NOT BE submitted to HCPS. However, such information shall be collected and analyzed for all Governing Body members (e.g., Board of Directors, Trustees, etc.), and principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct, and for each manager and key personnel who would be, or are involved with, the performance of the contract. NOTE: References to organizational and/or personal conflicts of interest will be referred to individually and collectively as conflicts of interest (COI).***
3. ***Compliance Officer Analysis. Offeror/Contractor Compliance Officer Analysis of Individual Personal Conflicts Of Interest is required – See end of this template for a sample of Reporting Employee Disclosure and analysis.***

**Reporting Employee (Also includes Board of Director members or others, as applicable):**

- 1) Please complete the "Reporting Employee Information" below that will identify you as the reporter. None of the below information will be submitted to the government; it is for internal collection and analysis only. However, if you have concerns regarding personal information requested in this Form, please consult with your company's Compliance Officer.
- 2) Read the instructions for Parts I through IV (Identified in Blue Headers) on the following pages.
- 3) General Statements (Below Reporting Employee Information): If you selected "Yes" for any statement, you must describe the reportable interests in the corresponding Parts I, II, III, and/or IV below in the Purple Header Sections. If additional space is required, please expand the space provided or provide additional pages.
- 4) Sign and date the disclosure of information. This disclosure information and signature page will remain with the contract file.
- 5) Submit completed documents to the appropriate Purchasing Agent.

**REPORTING EMPLOYEE INFORMATION**

<b>Company</b> <i>The prophet corporation</i>	
<b>Business/Unit and Address</b>	<b>Employee Identification</b> <i>41-1796468</i>
Updated <input checked="" type="checkbox"/>	<b>Reporting Status</b> Initial <input type="checkbox"/> Annual <input type="checkbox"/> Updated <input checked="" type="checkbox"/>

<b>General Statements (Reporting Employee - For each statement below, check "Yes" or "No." For more detail or further instructions, see the following sections I thru IV below.)</b>	<b>Yes</b>	<b>No</b>
A. I have reportable assets or sources of income for myself, my spouse/domestic partner and/or any dependent of the respondent.		<input checked="" type="checkbox"/>
B. I have reportable liabilities for myself, my spouse/domestic partner and/or any dependent of the respondent.		<input checked="" type="checkbox"/>
C. I have reportable outside positions for myself, my spouse/domestic partner and/or any dependent of the respondent.		<input checked="" type="checkbox"/>
D. I have reportable gifts and/or travel reimbursements for myself.		<input checked="" type="checkbox"/>

**IMPORTANT DEFINITIONS**

<b>Dependent</b> – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer’s house, or considered dependent under the U.S. tax code.		
<b>Diversified Mutual Fund</b> – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.		
<b>Sector Mutual Fund</b> – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.		
Reportable Asset #	Description of Asset	\$ Amount
1		
2		
3		
4		

**LIABILITIES**

REPORTABLE LIABILITIES	
Name of creditor (include City and State where creditor is located)	Type of liability
1	
2	
3	


**ADDITIONAL POSITIONS**

Report for Yourself:	Do Not Report:
REPORTABLE POSITIONS	
Organization (Include city and state where organization is located)	Position
1	
2	
3	
4	

**GIFTS AND/OR TRAVEL REIMBURSEMENTS**

REPORTABLE INFORMATION	
Source	Description (For Travel, also include purpose of trip)
1	
2	
3	

**PERSONAL CONFLICTS OF INTEREST  
FINANCIAL DISCLOSURE  
EMPLOYEE SIGNATURE PAGE**

CERTIFICATION OF REPORTING EMPLOYEE:	
I, <u>Ryan Reimer</u> ( <i>Print Name</i> ), certify that the statements I have made herein and on all attachments are true, complete, and correct to the best of my knowledge.	
Signature 	Date (mm/dd/yy) 03/17/23

**ATTACHMENT E**  
**EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT**

**HARFORD COUNTY PUBLIC SCHOOLS**  
**EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT**

I AFFIRM THAT: I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
- An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
  1. Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
  2. Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
  3. An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
  4. Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
  5. An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
  6. A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
  7. An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
  8. Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
    - a. Effective July 1, 2019
    - b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).
    - c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

*See Section §6-113 of the Education Article, Annotated Code of Maryland*

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 03/17/23

By: Ryan Reimers (printed name of Authorized Representative and affiant)

[Signature] (signature of Authorized Representative and affiant)

The prophet corporation (Company Name)

**ATTACHMENT F**  
**ANTI-BRIBERY AFFIDAVIT**

**HARFORD COUNTY PUBLIC SCHOOLS**

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that:

- I am the Vice President and the duly authorized representative of the firm of The Proghat Corporation whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

none

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

RDRB  
Signature

Jesse Stapp  
Witness

03/17/23  
Date



## ATTACHMENT G

### PROFESSIONAL SERVICES AGREEMENT



This Professional Services Agreement (the "Agreement"), effective as of \_\_\_\_\_ ("Effective Date"), is entered into by and between Harford County Public Schools (HCPS) having its principal place of business at 102 S. Hickory Ave., Bel Air, MD 21014, and \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ ("Provider"). In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

#### **SERVICES**

- **Scope of Services.** Subject to the terms and conditions of this Agreement, Provider will perform those professional consulting services as set forth and attached hereto as **Exhibit A (SCOPE OF WORK), Exhibit B (Fees), Exhibit C (Schedule), and The Awardee's Response to RFP #23-SR-016**, and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. At a minimum, a written document that (i) references this Agreement, (ii) describes the Services to be performed (iii) specifies the corresponding rate schedule or other fee information, and (iv) is signed by both parties or is issued by one party and signed by the other party. Provider will use commercially reasonable efforts to complete the Services by the applicable dates set forth in the attachment ("Target Dates").

#### **REMEDIES AND TERMINATION**

- **Correction of Errors, Defects, and Omissions** – The Provider agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Provider of the responsibility.
- **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Provider any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Provider to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Provider for damages and HCPS may affirmatively collect damages from the Provider.
- **Termination for Default**
  - If the Provider fails to fulfill its obligations under this Agreement properly and on time, otherwise violates any provision of the Agreement, HCPS may terminate the Agreement by written notice to the Provider. The notice shall specify the acts of omissions relied on as cause for termination.
  - All finished or unfinished supplies and services provided by the Provider, shall at HCPS' option, become HCPS property. HCPS shall pay the Provider fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Provider's breach.
  - If the damages are more than the compensation payable to the Provider, the Provider will remain liable after termination and HCPS can affirmatively collect damages.
- **Termination for Convenience** – HCPS may terminate all or part of the work required under this Agreement for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Agreement Administrator shall determine the costs the Provider has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Agreement Administrator to the Provider together with reasonable profit reasonably earned by the Provider to the time of termination but not to include any profit not earned as of the date of termination.
- **Obligations of Provider upon Termination** – Upon Notice of Termination, the Provider shall:

- 1.1.1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
  - 1.1.2. Take such action as may be necessary to protect the property of HCPS, place no further orders or sub Agreement, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Provider under the orders or sub Agreements terminated.
  - 1.1.3. Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Provider which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.
- o **Remedies Not Exclusive** – The rights and remedies contained in these terms and conditions are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

**ORDER OF PRECEDENCE**

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

Performance Work Statement (Statement of Work)  
 Specifications/Terms of the Request for Proposal  
 General Terms and Conditions for Request for Proposal

**CONTRACT TERM**

- o This Agreement with respect to all items accepted, change orders, and all papers and documents accompanying the same, including these terms and conditions shall constitute the formal Agreement between the Provider and HCPS.
  - o The term for this Agreement is \_\_\_\_\_.
- \*Note: Payment for work that began under Agreement # \_\_\_\_\_ will be paid under the purchase order issued in \_\_\_\_\_.

**WAIVER OF RIGHT**

The Provider agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any Procurement Agreement, of any tier, resulting from the services to be provided under this agreement.

**INITIATION OF WORK**

The Provider shall not commence performance of the services until it receives a formal written notice from HCPS in the form of an Agreement, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

**GOVERNING LAW AND DISPUTE RESOLUTION**

- o This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland.
- o Any ADR hearing or arbitration will take place in the State of Maryland.

**FREEDOM OF INFORMATION ACT**

- o The Provider(s) should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.
- o HCPS shall determine, in its sole discretion, which (if any) portions of the Provider's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

**COMPLIANCE WITH LAW**

- The Provider hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- The Provider hereby represents and warrants it is not in arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- The Provider shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- The Provider must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.
- The Provider must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
- It is the Provider's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.

 **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

- To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Provider, a sub-Provider, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Provider or a sub-Provider under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

 **INSURANCE**

- Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- The Provider shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Provider arising out of, or during the course of the agreed upon work relating to this agreement.
- The Provider has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

 **STAFF**

The Provider shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Provider's employ, or similar reasons, the Provider shall promptly submit to the Agreement Administrator, in writing, the name and

qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator/Purchasing Agent and the Supervisor of Purchasing.

**DRUG, TOBACCO, AND ALCOHOL**

All HCPS properties are "drug, tobacco, and alcohol free zones" as designated by Local and State laws. Neither the Provider or their employees (or sub-Provider) are permitted to have any drugs, tobacco, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

**NONDISCRIMINATION**

- The Provider shall comply with all Federal and State anti-discrimination laws in the performance of this Agreement.
- Harford County Public School System does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Harford County should be directed to the Manager of Communications, 410-588-5203.
- The Provider shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this Agreement concerning discrimination in employment.
- In the event the Provider is deemed noncompliant with the nondiscrimination clause of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

**NON-HIRING OF EMPLOYEES BY AWARDED PROVIDER OR HCPS**

- No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby Agreement with the HCPS or any unit thereof.
- No employee of the Provider or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contact, shall, while so employed, become or be an employee of the party or parties hereby Agreeing with the Provider or any unit thereof.

**FINANCIAL DISCLOSURE**

The Provider shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into Agreements, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these Agreements, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**POLITICAL CONTRIBUTION DISCLOSURE**

Provider shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into Agreements, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

**RETENTION OF RECORDS**

The Provider shall retain and maintain all records and documents relating to this Agreement for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

**LANGUAGE/GENDER**

- Proposer, Offeror, Provider, Consultant, vendor, firm and Agreement all have the same meaning and may be used interchangeably.
- The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, the Board, and Board of Education which may be used interchangeably.
- Proposal and offer all have the same meaning and can be used interchangeably.

**DISSEMINATION OF INFORMATION**

During the term of this agreement, the Provider shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of HCPS.

**PROVIDER'S OBLIGATION**

- The Provider shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein.
- The Provider shall perform the services with that standard of care, skill, and diligence normally provided by a provider in the performance of services similar to the services hereunder.
- Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Provider shall be responsible for professional and technical accuracy of its work furnished by the Provider under this agreement.
- HCPS review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Provider shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Provider's negligent performance of any or the services furnished under this Agreement.
- The rights and remedies of HCPS provided for under this Agreement are in addition to any rights and remedies provided by law.
- In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Provider shall call to the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- Any deviations to the specifications or statement of work must be clearly noted in detail by the Provider, in writing, at the time of submittal of the formal proposal.
- The Provider shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Agreement, within the time herein specified, in accordance with the provisions of this Agreement and said specifications and in accordance with the specifications covered by this Agreement and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Provider shall observe, comply with and be subject to all terms conditions, requirements and limitations of the Agreement and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- Provider may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

**CHANGES, ALTERATIONS, OR MODIFICATIONS**

- HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Provider or in the Agreement cost thereof.
- If such changes cause an increase or decrease in the Provider's cost of, or time required for, performance of any service under this Agreement, whether or not changed by an order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Provider for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Provider of the notification of change unless the Contract Administrator or his duly authorized representative grants a further period of time before the date of final payment under the Agreement.
- No services for which an additional cost or fee will be charged by the Provider without prior written authorization of a change order. Any changes to the Scope of the Services must be made in writing and signed by both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have five business days to reject the Change Order. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

#### **SUB-PROVIDER OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Provider, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this Agreement or the services to be performed thereunder shall be a sub-Provider, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

#### **DELAYS AND EXTENSIONS**

The Provider shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Provider for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Provider.

#### **ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill Agreements solicited by HCPS is in violation of the law and is strictly prohibited. Providers and sub-Providers must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

#### **EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

- **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- Provider acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Provider is prohibited from knowingly assigning or permitting its Sub-Provider from knowingly assigning any of the Provider's or Sub-Provider's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or

- A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Provider/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

#### **CRIMINAL BACKGROUND CHECKS FOR AGREEMENTORS**

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Provider and Sub-Provider with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “**work force**” means any of the Provider’s employees or Sub-Providers and their employees.

This Agreement shall cause any member of Provider’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code. The cost of such criminal background check and fingerprinting shall be paid by Provider. HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

#### **SEX OFFENDER REGISTRATION**

Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with an Agreement with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article.

#### **LABOR AND RATES OF PAY**

- The Awarded Provider agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.
- The Awarded Provider agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

#### **PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN**

The Awarded Provider agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

HARFORD COUNTY PUBLIC SCHOOLS:

\_\_\_\_\_  
Name:  
Title:  
Date:

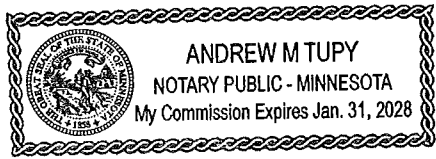
\_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST:

PROVIDER:       RDD      

Andrew M Tupy  
Name:  
Title: Sr. Territory Sales Manager  
Date: 3/17/23

\_\_\_\_\_  
Name: Ryan Rimers  
Title: Chief Operating Officer  
Date: 03/17/23





- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
- a. Minority Women Business Enterprise  
 Yes      No  
If yes, list certifying agency: \_\_\_\_\_
  - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  
 Yes      No  
If yes, list certifying agency: \_\_\_\_\_
  - c. Historically Underutilized Business (HUB)  
 Yes      No  
If yes, list certifying agency: \_\_\_\_\_
  - d. Historically Underutilized Business Zone Enterprise (HUBZone)  
 Yes      No  
If yes, list certifying agency: \_\_\_\_\_
  - e. Other recognized diversity certificate holder  
 Yes      No  
If yes, list certifying agency: \_\_\_\_\_
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;

**Exhibit F**  
**Federal Funds Certifications**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—  
*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—  
It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES RDR Initials of Authorized Representative of offeror

**(D) 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 CFR Part 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 CFR Part 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.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals



becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.**

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES RDR Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:

The Prophet Corporation

Address, City, State, and Zip Code:

2525 Lemond St SW, Owatonna, MN 55060

Phone Number:

(800) 533-0446

Fax Number:

(800) 451-4855

Printed Name and Title of Authorized Representative:

Ryan Reimers, Chief Operating Officer

Email Address:

Ryan.Reimers@gopherSports.com

Signature of Authorized Representative:

RDR

Date:

03/17/23

## FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

##### **1.1 Applicability**

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

##### **1.2 Additional Considerations**

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

#### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for

convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:

- i. 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.
- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.
- iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department



of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
  - iii. Specifically, a covered transaction includes the following contracts for goods or services:
    1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
    2. The contract requires the approval of FEMA, regardless of amount.
    3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10.**

**BYRD ANTI-LOBBYING AMENDMENT**

- a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38,

Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

RDRB

Signature of Contractor's Authorized Official

Ryan Reimers, Chief Operating Officer

Name and Title of Contractor's Authorized Official

03/17/23

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard.** 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability.** This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. Suggested Language.**
- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes



of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

### 13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## 15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: The Gopher Corporation

Address, City, State, and Zip Code: 2525 Lemond St SW, Owenton NC, MA 55060

Phone Number: (800) 533-0446 Fax Number: (800) 451-4855

Printed Name and Title of Authorized Representative: Ryan Reimers, Chief Operating Officer

Email Address: Ryan.Reimers@gopherSports.com

Signature of Authorized Representative: 

Date: 03/17/23

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

### GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners  
5001 Aspen Grove  
Franklin, TN 37067  
Attention: Legal Department - Public Sector Contracting

B. Supplier:

The Prophet Corporation  
2525 Demand St SW  
Owensboro, MA 55060  
ATTN: Chief Operating Officer

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

*RDRR*

Signature

*Ryan Reimers*

Name

*Chief Operating Officer*

Title

*03/17/23*

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

Date

## Good Faith Effort Documentation

Listed below are three (3) women or minority owned businesses that Gopher Sport utilizes as vendors for equipment or supplies for our company. Should you require additional information, please contact your regional sales manager.

### **Hadar Manufacturing**

1515 North 11<sup>th</sup> Street  
Post Office Box 218  
Humboldt, Iowa 50548

Contact: Mary Hadar-Miner  
Telephone: (515) – 332-5312

### **JC Press**

785 – 24<sup>th</sup> Avenue SW  
Owatonna, Minnesota 55060

Contact: Sabra Otteson  
Telephone: (507) 446-5330

### **Rimball® Marketing and Development**

Post Office Box 784  
Canton, Illinois 61520

Contact: Jim Offutt  
Telephone: (309) 647-1575

Gopher Sport thanks your district for their interest in our company, and we look forward to a rewarding partnership.

**Exhibit C****Master Intergovernmental Cooperative Purchasing Agreement, Example****MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.



3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**

RDRB

Authorized Signature

Ryan Reimers

Name

Chief operating officer

Title and Agency Name

03/17/23 The Prophet Corporation

Date

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

**Exhibit G**  
**New Jersey Business Compliance**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**STATEMENT OF OWNERSHIP DISCLOSURE**  
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions.  
Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: THE PROPHET CORPORATION

Organization Address: 2525 Le Mond St SW, Owatonna, MN 550

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
 Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
 For-Profit Corporation (any type)  Limited Liability Company (LLC)  
 Partnership  Limited Partnership  Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ryan Reimers	Title:	Chief operating officer
Signature:		Date:	03/17/23

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
<b>Name of Form:</b>	<b>NON-COLLUSION AFFIDAVIT</b>
<b>Statutory Reference:</b>	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
<b>Instructions Reference:</b>	Statutory and Other Requirements VII-H
<b>Description:</b>	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

State of New Jersey  
County of \_\_\_\_\_

SS:

I, Ryan Reimers (name of affiant) residing in Eden Prairie (name of municipality)  
in the County of Hennepin and State of Minnesota of full  
age, being duly sworn according to law on my oath depose and say that:

I am Vice President (title or position) of the firm of The Prophet (name of firm)

Corporation the bidder making this Proposal for the bid  
entitled 23-SR-020 (title of bid proposal), and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_

(name of contracting unit) relies upon the truth of the statements contained in said Proposal  
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent  
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to

before me this day

March 17, 2023

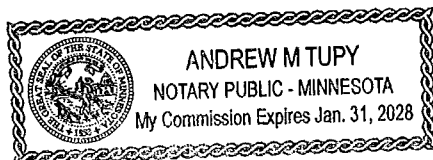
Minnesota  
Notary public of

My Commission expires Jan. 31 2028

(Seal)

[Signature]  
Signature

Ryan Reimers  
(Type or print name of affiant under signature)



**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** The Prophet Corporation  
**Street:** 2525 Lemond St SW  
**City, State, Zip Code:** Owston, MN 55060

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

**Vendors must submit with proposal:**

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

03/17/23  
Date

RDRJ  
Authorized Signature and Title



**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



\_\_\_\_\_  
Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."


**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
 Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	The Prophet Corporation		
Address:	2525 Lemon St Sq		
City:	OWATONA	State:	MN Zip: 55060

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Ryan Reimers Chief operating officer  
 Signature Printed Name Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

### STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation <sup>PDR</sup>

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 17 day of March,  
2023

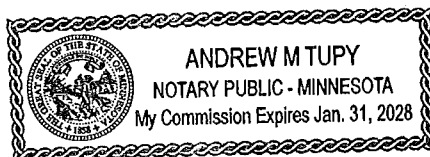
(Notary Public) Andrew M Tupy *AMT*

My Commission expires: Jan. 31 2028

PDR  
 (Affiant)

Ryan Summers, Chief of Police  
 (Print name & title of affiant) Officer

(Corporate Seal)



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS**  
**N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

**OR**

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities \_\_\_\_\_  
Relationship to Vendor/ Bidder \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
\_\_\_\_\_  
Duration of Engagement \_\_\_\_\_  
Anticipated Cessation Date \_\_\_\_\_ *Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Ryan Reimers  
Printed Name of Authorized Agent

[Signature]  
Signature of Authorized Agent

Chief Operating Officer  
Title

03/17/23  
Date

The Prophet Corporation  
Company Name

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



08/24/04

Taxpayer Identification# 411-796-468/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

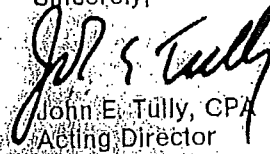
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
**PROPHET CORPORATION**

TAXPAYER IDENTIFICATION#:  
**411-796-468/000**

ADDRESS:  
**220 24TH AVE NW  
OWATONNA MN 55060**

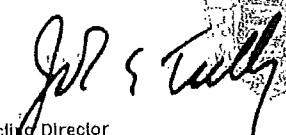
EFFECTIVE DATE:  
**08/12/04**

FORM-BRC(08-01)

TRADE NAME:  
**GOPHER SPORT**

SEQUENCE NUMBER:  
**1081168**

ISSUANCE DATE:  
**08/24/04**

  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

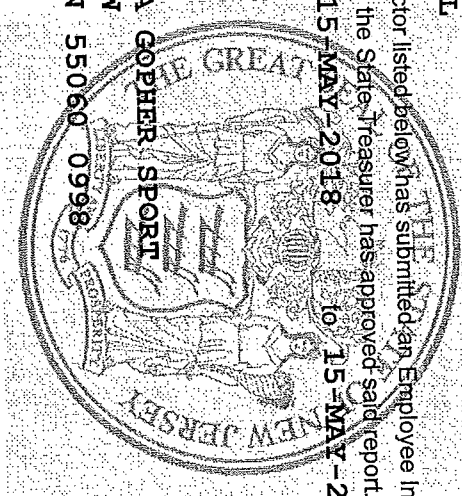
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

Certification 3806

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2018** to **15-MAY-2021**

**THE PROPHET CORP. DBA GOPHER SPORT  
2525 LEMOND STREET SW  
OWATONNA MN 55060 0998**



*Elizabeth M. Muoio*

**ELIZABETH MAHER MUOIO**  
Acting State Treasurer

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

[https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/guidelines/pa.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf)  
for further information.


I certify that my bid package includes the required evidence per the above list and State website.

Name: Ryan Reimers Title: Chief Operating Officer

Signature: [Handwritten Signature] Date: 03/17/23

DOC #9

MACBRIDE-PRINCIPLES

	<p><b>STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY</b>  <b>DIVISION OF PURCHASE AND PROPERTY</b></p> <p>33 WEST STATE STREET, P.O. BOX 230  TRENTON, NEW JERSEY 08625-0230</p>
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MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-SR-020 VENDOR/BIDDER: The Prophet Corporation

**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**  
The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

[Signature]  
Signature

03/27/23  
Date

Ryan Timmers, Chief Operating Officer  
Print Name and Title

**Exhibit D**

**Principal Procurement Agency Certificate, Example**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [PPA Name] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name] The Prophet Corporation



Signature

Ryan Reimers

Name

Chief Operating Officer

Title

03/17/23

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Alissa Breeggemann	
Christensen Group		<b>PHONE (A/C, No, Ext):</b> (952) 653-1000	<b>FAX (A/C, No):</b> (952) 653-1100
9855 West 78th Street, Ste 100		<b>E-MAIL ADDRESS:</b> abreeggemann@christensengroup.com	
Eden Prairie MN 55344		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Middlesex Insurance Company	<b>NAIC #</b> 23434
		<b>INSURER B:</b> Sentry Insurance	24988
		<b>INSURER C:</b> Accredited Specialty Insurance Company	16835
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>			
THE PROPHET CORPORATION, DBA: GOPHER SPORT			
2525 Lemond St SW			
Owatonna MN 55060			

**COVERAGES**                                      **CERTIFICATE NUMBER:** 23-24 LIABILITY SLT                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

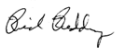
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			A0140842004	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			A0140842001	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			A0140842006	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A0140842005	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE    OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Cyber Liability			2-CIA-MN-17-S0105512-01	01/01/2023	01/01/2024	Limit:	\$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Board of Education for Harford County and its elected and appointed officials, officers, employees and authorized volunteers are included as an Additional Insured under the General Liability & Auto Liability on a Primary/Non-Contributory basis when required by written contract. A Waiver of Subrogation in favor of the Additional Insured applies to the General Liability, Auto Liability & Worker's Compensation when required by written contract. Umbrella policy follows form over the General Liability, Auto Liability & Employer's Liability as respects additional insureds. 30 Days' Notice of Cancellation (other than non-payment of premium) applies to the Certificate Holder.

### CERTIFICATE HOLDER

### CANCELLATION

Harford County Public Schools 102 S Hickory Ave	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
Bel Air MD 21014	
<b>AUTHORIZED REPRESENTATIVE</b> 	

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



# ADDITIONAL REMARKS SCHEDULE

AGENCY Christensen Group		NAMED INSURED THE PROPHET CORPORATION, DBA: GOPHER SPORT	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

**END CONFIDENTIAL – PRIVATELY HELD PROPRIETARY INFO**