



This Professional Services Agreement (the "Agreement"), effective as of June 13, 2023 ("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, 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 contract, 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.

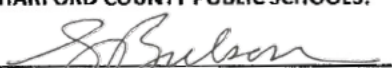



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

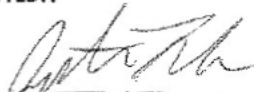
  
Name: Yvonne E. Rallo  
Title: Administrative Support Coordinator  
Date: 06/13/2023

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 Faloan  
Title: Gopher Brand Director  
Phone: 952-841-9726  
Email: Jonathan.Faloan@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*

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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**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**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**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

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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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**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

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**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

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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>  
**Sent:** Friday, April 28, 2023 11:51 AM  
**To:** Rowe, Sara <Sara.Rowe@hcps.org>; Jesse Stapp <jessestapp@gophersport.com>; Owen DeWindt <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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**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

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

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-Folding	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	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-9111002705	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-GP0145	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.