

**INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE,  
ILLINOIS AND THE ELMHURST PARK DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (the “AGREEMENT”) is made this 24th day of June, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Elmhurst, Illinois (hereinafter referred to as the “COUNTY”) and ELMHURST PARK DISTRICT, a body politic and corporate, with offices at 375 W. First St. Elmhurst, IL 60126 (hereinafter referred to as the “DISTRICT”).

**R E C I T A L S**

WHEREAS, the DISTRICT and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the DISTRICT authority to operate, maintain and keep in repair necessary DISTRICT facilities, and to enter into agreements for those purposes pursuant to 70 ILCS 1205/8-10 (hereinafter “PROJECT”); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local residents by improving the existing facilities operated by the Elmhurst Park District; and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and DISTRICT have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the DISTRICT shall undertake the PROJECT and the COUNTY shall reimburse the DISTRICT for PROJECT expenses up to twenty-five thousand dollars (\$25,000.00) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and DISTRICT shall be referred to herein collectively as the “Parties,” or individually as a “Party.”

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the purchase and installation of certain improvements to athletic fields operated by the Elmhurst Park District. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.

## **3.0 FUNDING.**

- 3.1 The PROJECT’S gross total expenses are estimated at thirty-four thousand two-hundred eighty dollars and fifty cents (34,280.50).
- 3.2 It is the intention of the Parties that up to twenty-five thousand dollars (\$25,000) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the DISTRICT’S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

## **4.0 DISTRICT’S RESPONSIBILITIES.**

- 4.1 The DISTRICT shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The DISTRICT shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The DISTRICT shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The DISTRICT shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY’S review shall be for the sole purpose of verifying the PROJECT’s work components have been completed.

- 4.4 The DISTRICT shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the DISTRICT within 30 days of submission of invoice.
- 4.5 The DISTRICT shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the DISTRICT.
- 4.6 The DISTRICT'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The DISTRICT shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the DISTRICT beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The DISTRICT shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the DISTRICT'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.
- 5.3 Upon receipt of the DISTRICT'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the DISTRICT for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the DISTRICT shall not exceed twenty-five thousand dollars (\$25,000). In the event PROJECT costs total less than twenty-five thousand dollars (\$25,000) the DISTRICT's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

## **7.0 INDEMNIFICATION.**

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

#### **9.0 TERM OF THIS AGREEMENT.**

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect the completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT.
- 9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

#### **10.0 ENTIRE AGREEMENT.**

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

#### **11.0 SEVERABILITY.**

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

#### **12.0 GOVERNING LAW.**

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

### **13.0 NOTICES.**

- 13.1 Any required notice shall be sent to the following addresses and parties:

**ON BEHALF OF THE DISTRICT:**

James W. Rogers  
375 W. First St.  
Elmhurst, IL 60126

**ON BEHALF OF THE COUNTY:**

Jeremy Custer  
421 N. County Farm Road  
Wheaton, IL 60187

### **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

### **15.0 NO THIRD-PARTY BENEFICIARY.**

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

### **16.0 NO WAIVER OF TORT IMMUNITY.**

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

ELMHURST PARK DISTRICT

\_\_\_\_\_  
Deborah Conroy  
Chair

\_\_\_\_\_  
James W. Rogers  
Executive Director

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

\_\_\_\_\_  
Barbara Stemberge  
Director of Finance



DuPage County  
Office of the County Board  
421 North County Farm Road  
Wheaton, Illinois 60187-3978

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**MEMBER INITIATIVE PROGRAM APPLICATION** - *Please complete all sections for submission*

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**SECTION I Organization Information**

Organization	Elmhurst Park District
Contact Person	James W. Rogers
Address	315 W 1st Street
City	Elmhurst, IL 60126
Phone Number	630-961-5665
Email	jrogers@epd.org

**SECTION II Project Description**

Project Title	Berens Score Board Replacement
Cost of the Project	25,000
Brief Description of the Scope of Initiative	See attachments
Desired Outcomes	See attachments

**SECTION III Signature**

Member Name	Sam Tornatore, Cindy Cronin Cahill
District	1 [REDACTED]
Signature	[REDACTED]

**SECTION IV Supplemental Documents**

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)





June 6, 2025

DuPage County Board  
JTK Administration Building  
421 N. County Farm Road  
Wheaton, IL 60187

Dear Members of the DuPage County Board,

On behalf of the Elmhurst Park District, I am pleased to present the following project scope for the replacement of the scoreboards at the two synthetic turf athletic fields in Berens Park.

### **Project Background**

To maintain high quality athletic fields for the Elmhurst community, the Elmhurst Park District's partner organizations, and local athletic affiliate groups, staff recommend regular maintenance, repairs, and amenity upgrades. Fields C and D in Berens Park are synthetic turf athletic fields that are utilized for soccer, lacrosse, football, and a variety of athletic-based youth camps. They are also a popular destination for recreational drop-in play and exercise. They are the most heavily used athletic fields in the Elmhurst Park District and are the hub for our local community sports groups, whose members include Elmhurst University and York High School along with multiple local youth soccer, lacrosse, and football affiliate groups.

The current scoreboards were originally installed in 2004. The units have reached the end of their expected useful life and are experiencing more frequent operational and electrical issues. They are basic units that display the time, score, and period. The scoreboard functions were appropriate for the level of field usage at the time of installation, but as field usage and demand have expanded in the past twenty-one years, the need to upgrade the functionality of the scoreboards to match the volume and level of play is more evident.

### **Project Objective**

The objective is to replace the existing scoreboards with upgraded units to enhance the multi-sport functionality, including the ability to display timeouts and penalties along with more modern user controls.

### **Scope of Work**


Currently, all Elmhurst Park District scoreboards are models from Nevco Sports LLC. To maintain consistency in operation, maintenance, and support, the recommendation was to continue utilizing Nevco scoreboards for the replacements. For the procurement of the scoreboards, Sourcewell Joint Purchasing Cooperative was utilized. Sourcewell prepares bids, conducts a competitive sealed bidding process, and awards contracts for the utilization of

government agencies nationwide. The Elmhurst Park District is a member of the cooperative purchasing organization and has successfully purchased through the contract in the past. Staff purchased the units from Sourcewell vendor, Correct Digital Displays, Inc. of Sandwich, IL. And product delivery took approximately three months with the units arriving in late May of 2025. To reduce the overall project costs, installation of the scoreboards will be performed by Elmhurst Park District maintenance staff with an expected completion in early August 2025. A picture of the current scoreboard and rendering of the replacement units are included with this letter.

**Total Cost for Two (2) Nevco 3634-ETN Digital Scoreboards: \$34,280.50**

We are excited about the opportunity to upgrade the scoreboards at Berens Park. We respectfully request your consideration and support to help enhance our community's highly valued and heavily utilized athletic fields.

Sincerely,

  
James W. Rogers  
Executive Director  
Elmhurst Park District

cc: Board of Park Commissioners

## CURRENT SCOREBOARD



## UPDATED SCOREBOARD



**E L M H U R S T   P A R K   D I S T R I C T**  
**B O A R D   O F   P A R K   C O M M I S S I O N E R S**  
**M E M O R A N D U M**

**DATE:** February 10, 2025

**TO:** Board of Park Commissioners

**FROM:** James W. Rogers, Executive Director  
Daniel Payne, Assistant Director/Director of Parks  
Steven Paterkiewicz, Parks Supervisor

**RE: BERENS PARK FIELDS C AND D SCOREBOARD REPLACEMENTS**

**ISSUE**

To maintain high quality athletic fields for the community, partner organizations, and local affiliate groups, staff recommend the replacement of both scoreboards at Berens Park Fields C and D.

**DISCUSSION**

Fields C and D in Berens Park are two of the most heavily used athletic fields in the District. Elmhurst University and York High School utilize the fields and scoreboards along with multiple soccer, lacrosse, and football affiliate groups. The existing scoreboards are standard units that display the time, score, and period. The scoreboards were originally installed in 2004 and are experiencing operational and electrical issues.

Staff recommends a slight upgrade to the new scoreboards to enhance multi-sport functionality, including the ability to display timeouts and penalties along with modern controls. Currently, all District scoreboards are models from Nevco Sports LLC. To maintain consistency in operation, maintenance, and support, staff recommends continuing with Nevco brand scoreboards for the replacements.

For the procurement of the scoreboards staff recommends utilizing Sourcewell Joint Purchasing Cooperative. Sourcewell prepares bids, conducts a competitive sealed bidding process, and awards contracts for the utilization of government agencies nationwide. The District is a member of the cooperative purchasing organization and has successfully purchased through the contract in the past. Staff is recommending using Correct Digital Displays, Inc. of Sandwich, IL as the Sourcewell vendor for the purchase of the two scoreboards.

	<b>Budget</b>	<b>Actual</b>
Two (2) Nevco 3634-ETN Digital Scoreboards	\$41,866.00	\$34,280.50

Funds in the amount of \$41,866.00 are available in the FY25 Capital Improvement Fund for the replacement of the scoreboards. Staff was informed of a three-to-five-week period from product order to delivery. Installation of the scoreboards would be performed by Parks and Facilities staff with expected completion by mid-April 2025.

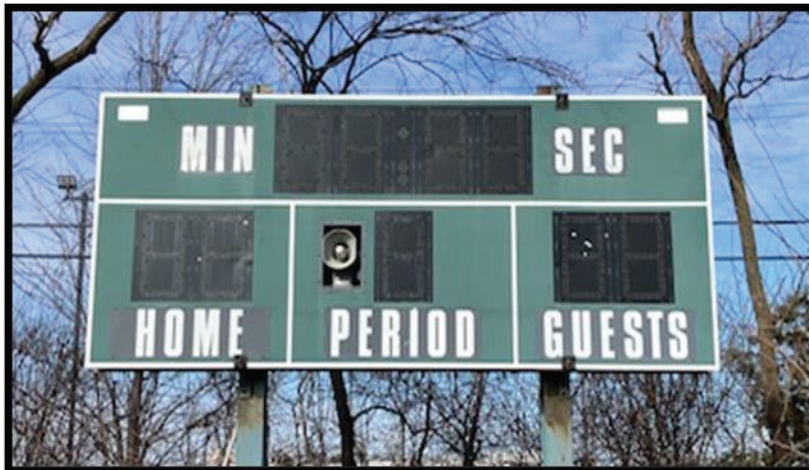
### **RECOMMENDATION**

That the Board of Park Commissioners approve the purchase of two Nevco 3634-ETN digital scoreboards from Correct Digital Displays, Inc. through the Sourcewell Joint Purchasing Contract in the amount of \$34,280.50.

Thank you.

Attachments: Nevco Sports, LLC Sourcewell Contract 030223  
Correct Digital Displays, Inc. Proposal

### **Existing Scoreboard**



### **New Scoreboard**





2-3634-ETN; 2-MPCX2  
 SOURCEWELL / NJPA State Purchasing  
 Program/Co-op Program: Member # \_\_\_\_\_  
 Nevco Contract #050819-NVC  
 Customer must show their SOURCEWELL  
 member # on their Purchase Order.

Account Name	Elmhurst Park District	Created Date	1/21/2025
Quote Number	00179490	Expiration Date	3/5/2025
Contact Name	Steven Paterkiewicz	Prepared By	Gerry Reid
Title	Parks supervisor	Title	Scoring & Display Consultant
Phone	(630) 675-4491	Email Address	<a href="mailto:g Reid@nevco.com">g Reid@nevco.com</a>
Email Address	<a href="mailto:spaterkiewicz@epd.org">spaterkiewicz@epd.org</a>		

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Discount (Percentage)	Total Price
2.00	3634-ETN	Football/Soccer LED Scoreboard with Amber/Red Digits	18'x8'x8"	USD 15,640.00	5.00%	USD 29,716.00
4.00	802-0301 - MPCX2 (Football)	Wireless Handheld Control	0.3'x0.5'x0.1'	USD 375.00	5.00%	USD 1,425.00
4.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)	12.4'x8"x4"	USD 35.00	5.00%	USD 133.00
2.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit		USD 635.00	5.00%	USD 1,206.50

Ttl Shipping Wt (lbs)	1,700	Subtotal	USD 32,480.50
County	DuPage	Freight	USD 1,800.00
<b>Total Savings!</b>	<b>USD -1,709.50</b>	<b>Total</b>	<b>USD 34,280.50</b>

#### Additional Notes

SOURCEWELL / NJPA State Purchasing Program/Co-op Program: Member # \_\_\_\_\_  
 Nevco Contract #050819-NVC  
 Customer must show their SOURCEWELL member # on their Purchase Order.

Sourcewell





**Solicitation Number: 030223**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Nevco Sports, LLC, 301 East Harris Ave., Greenville, IL 62246 (Supplier).

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

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

### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 25, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable



time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

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

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. *Use; Quality Control.***

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

## **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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



## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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



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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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



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

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

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

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

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

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

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

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

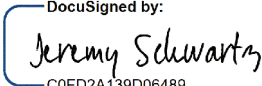
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

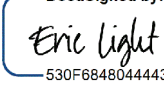
## 22. CANCELLATION

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


Sourcwell

Nevco Sports, LLC

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/18/2023 | 7:20 PM CDT

DocuSigned by:  
  
By: 530F6848044443E...  
Eric Light  
Title: Vice President of Sales and Marketing  
Date: 5/18/2023 | 3:10 PM CDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 5/18/2023 | 7:27 PM CDT



# RFP 030223 - Scoreboards, Digital Displays, and Video Boards with Related Services

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## Vendor Details

Company Name: Nevco Sports, LLC

Does your company conduct business under any other name? If yes, please state: IL

Address: 301 East Harris Ave.  
Greenville, IL 62246

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HST#: XXXXXXXXXX

## Submission Details

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Submitted By: Eric Light

Email: elight@nevco.com

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Submitter's IP Address: 12.197.220.58

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Nevco Sports, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Lynx Systems Developers - Manufacturer of Finish Lynx Fully Automated Timing Systems. Nevco Sports Marketing - Supplier of Sports Marketing and Sponsorship Services.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Same as Above	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Nevco Sports, LLC unique SAM entity ID # H6LWBL5Q9946 – CAGE Code is 34000	*
5	Proposer Physical Address:	301 East Harris Ave. Greenville, IL 62246	*
6	Proposer website address (or addresses):	www.nevco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Eric Light - Vice President of Sales and Marketing 301 E. Harris Ave. Greenville, IL 62246 618-664-0360 x 7132(O) 618-699-1750 (M) elight@nevco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eric Light - Vice President of Sales and Marketing 301 E. Harris Ave. Greenville, IL 62246 618-664-0360 x 7132(O) 618-699-1750 (M) elight@nevco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Linda Leidel - Inside Sales Manager 301 East Harris Ave. Greenville, IL 62246 618-659-7505 (O) 618-664-2456(M) lleidel@nevco.com	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Nevco is the largest privately held manufacturer and provider of scoreboards, LED video displays, LED marquees, LED scorers tables and audio systems in North America. Our business started in 1934 with a core value of providing the highest quality most reliable scoring and display products at an affordable price.</p> <p>For over 89 years we have provided community park and recreation groups, primary schools, high schools, colleges and universities, and semi-professional sports organizations with the most innovative and reliable scoring and display options on the market.</p> <p>Nevco is known for its speciality in designing custom athletic facility solutions, quality of our product, superior customer service and technical support. Nevco primarily serves the North American Market, but also sells internationally.</p> <p>Our mission is to enhance the game day experience for players, coaches and fans through the equipment that we provide.</p> <p>Please visit: <a href="https://vimeo.com/324558950">https://vimeo.com/324558950</a> for a quick video which gives a great overview of who Nevco Sports, LLC is.</p>	*

11	What are your company's expectations in the event of an award?	<p>As a current contract holder with Sourcewell, we understand and see the value of the partnership. If we are fortunate enough to be awarded the a contract again, our expectation would be to utilize all of the wonderful resources available to us to maximize our contract to help win new business and to serve the needs of the Sourcewell membership.</p> <p>I had the opportunity to personally attend a Sourcewell University in TX late last year. This event really opened my eyes to the global changes in procurement and how having Sourcewell as a partner can help our mutual customers.</p> <p>I also had Teresa Fiedler from Sourcewell attend and present at our National Sales Meeting this January. The goal was to help my entire sales team understand the changes in procurement, understand the resources available through Sourcewell and most importantly drive adoption of incorporating Sourcewell into our daily sales process.</p> <p>In summary, I hope to continue to build upon the momentum that we have going.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>In 2017 Nevco, Inc. was purchased by Dominus Capital, LP a New York, NY based private equity firm. Their website is: <a href="http://www.dominuscap.com">www.dominuscap.com</a>. Our new business name is Nevco Sports, LLC.</p> <p>Nevco's financial performance substantiates the company's impressive ability to generate reliable sales and cash flow while also driving continued year-over-year revenue growth and strong gross margins. Please refer to the attached credit reference letter from our primary lender (BMO) as well as the confidential financial information of our revenue, margin and EBITDA (Attachment 1).</p>	*
13	What is your US market share for the solutions that you are proposing?	We estimate that our market share in the United States for the markets that we serve to be about 35%. We are the largest privately held scoring and display company in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate that our market share in Canada for the markets we serve to be about 30%. We are the largest privately held scoring and display company in North America.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Nevco Sports, LLC has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Nevco Sports, LLC can best be classified as a manufacturer.</p> <p>See attachment 1 for our current sales and marketing organizational chart and coverage map. We have an inside and outside sales team that is predominately made up of W2 employees. We have a few 1099 relationships as well. Each of our independent sales teams only sell our products, not multi-lines. We assign dedicated territories to each one of our sales consultants. In addition, we have a sports video sales team (all W2 employees) who work on large complex video display projects supporting our field and inside sales teams. We also have a new construction team who serves our dealers in the new construction market. We have complete coverage for North America with our 63 person sales and marketing organization.</p> <p>See attached sales and marketing organizational chart and coverage map. 98% of our total business is transacted through our direct sales organization. 2% of our total business is transacted through our dealer network predominately in the new construction market.</p> <p>We conduct our service through our in house service team and a network of hundreds of independent factory authorized installers and service technicians.</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Nevco Sports, LLC is a certified reseller for third-party equipment in the state of Illinois.</p> <p>One of the most important steps in the Nevco process is developing PE (professional engineer) stamped prints. These prints certify a design will withstand all specific site conditions. To generate these stamp prints, Nevco engineers research the exact location (state, city, zip code) and evaluate surrounding environmental conditions (soil samples, wind zone, etc.). We have the ability to provide these in all 50 states.</p> <p>Our network of national installers and service providers hold contractors licenses and electrical licenses in the markets that they serve.</p> <p>Additionally, our project managers take care of the logistics with the general contractor, architect, sign company, electricians, plumbers, and concrete professionals. The Company established a robust certification process, and only work with certified general contractors, architects, electrical contractors, and engineers to provide unparalleled service. Our project managers make sure projects are within code and ensure proper permits are obtained. We maintain a presence on-site pre-sale, during installation, and post-sale to see that the project proceeds according to plan.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Nevco Sports, LLC has not had any suspensions or debarments in the history of our company.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	While Nevco is not aware of any specific awards to the scoring and display industry, most inside our industry would agree that recognition comes through a manufacturers's reputation and references. We have won well over one thousand new projects over the last couple of years. We are often featured in press releases and news articles about our projects. In the attached document, I have attached a few examples of some recent projects that we have been publicly recognized for (See Attachment 1).	*
20	What percentage of your sales are to the governmental sector in the past three years	Government sales as a percentage of our total sales the past three years is 15%.	*
21	What percentage of your sales are to the education sector in the past three years	Education sales as a percentage of our total sales the past three years is 85%.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We have the following state and national cooperative purchasing agreements:</p> <p>Sourcewell BuyBoard Costars Equalis</p> <p>I have included a chart of our sales history for the past three years for each of these cooperative purchasing contracts (See Attachment 1).</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA contract, but we do participate in SAM (System of Award Management) through the Federal Government. Nevco Sports, LLC unique SAM entity ID # is H6LWBL5Q9946 and our CAGE Code is 34000.	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Effingham High School	David Woltman- Activities Director	217-821-9589	*
University of North Florida	Nick Morrow - Director of Athletics	904-304-2583	*
Grand Rapids High School (MN)	Anne Campbell - Activities Director	218-327-5766	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Del Valle Independent School District	Education	Texas - TX	LED Video Display, Scoreboard, Audio System and Control Room	\$964,918.00	\$964,918.00.	*
Southern Illinois University	Education	Illinois - IL	LED Video Display, Scoreboards and Audio System	\$300,375.00 / \$100,000.00	\$400,375.00	*
Lees Summit R-VII School District	Education	Missouri - MO	LED Video Displays and Scoreboards	\$564,605.00	\$564,605.00	*
Yale University	Education	Connecticut - CT	LED Video Displays and Scoreboards	\$317,177.00	\$317,177.00	*
Texas City ISD	Education	Texas - TX	LED Video Displays and Scoreboards	\$330,763.00	\$330,763.00	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
26	Sales force.	We have a sales and marketing organization comprised of 46 direct company sales and marketing people. We have both inside and outside sales people in addition to dedicated teams to service the sports video market and new construction markets. In addition, we have an independent team of 17 people. All of our sales people have dedicated territories. We do not allow multiple people to sell within the same geographical territories.	*
27	Dealer network or other distribution methods.	We sell our product almost exclusively through our own sales organization. This represents about 98% of our total sales. We will sell to dealers (package bidders who supply multiple products like backboards, flooring, etc.). Some of these dealers do re-sell our product. This represents about 2% of our total product sales. These dealers purchase directly through a Nevco sales person with an assigned territory or our new construction group.	*
28	Service force.	We have an in-house service department staffed with 15 people. We also have a team of 5 on-site technicians. These groups combined with the hundreds of factory authorized independent installers and service providers enables us to provide quick and efficient service to every customer in the United States and Canada.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The ordering process is very simple and straightforward. A customer has a need for one of our products. We consult with them via phone, in-person or virtual meeting. We design concepts based on their requirements. We provide a quote and a virtual rendering of our product. The customer provides a PO. We manufacture, ship and then install the product. We have a detailed order entry checklist and graphics guidelines to ensure all relevant order information is collected (See Attachment 2).</p> <p>We record 100% of our sales and marketing transactions (including quotes) in our Salesforce.com CRM system. We have also created a custom quote template specifically for Sourcewell projects within our system (See Attachment 2).</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Most of our customers have great long-term relationships with their sales representatives. Combined with our in-house service team, these two groups are the conduit to solve any customer service issue. These two groups help the customer navigate to any group within Nevco to solve a problem. We pride ourselves on always being able to help in a timely manner, even after-hours, weekends and Holidays.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have three facilities in the United States: Greenville, IL, Highland, IL and Edwardsville, IL. We currently have 63 people in our sales and marketing organization in the USA. Our Sports Marketing division is located in Middletown, OH. They have 10 employees. Our FinishLynx division is located in Haverhill, MA.. They have 20 employees. We are both willing and able to service all Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have a Canadian subsidiary and a physical office in Barrie, ON. We have 3 full time employees and 7 independent representative in Canada. We are both willing and able to service all Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have no areas of the United States or Canada where we would not be able to support the Sourcewell Contract. We have complete coverage of sales, service and installation of our complete product line throughout North America.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entity sectors that will not be fully supported through this proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii, Alaska or US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy to promote this contract is multi-faceted. We meet every year in 4th quarter to plan our marketing efforts for the following year. I have attached a screen shot of part of our marketing planning document that we use in Attachment 4. We plan everything out including social media, PPC, SEO, Trade Shows, etc. Our plans align well with the typical buying season for our products and services.</p> <p>First and foremost it is important that the entire sales team understands how cooperative purchasing works and understands why Sourcewell is the best program to promote. We have invested a lot of time in training the sales and marketing organization through virtual meetings and by having Sourcewell attend our National Sales Meetings. In these trainings we have educated them on the many tools that Sourcewell offers. We have also encouraged them to engage with the Sourcewell team to answer questions and collaborate on strategies to maximize our Sourcewell contract. We encourage our sales team to proactively look up customers to ensure that they are on Sourcewell so when it comes time for them to "Choose Nevco" we already have that step out of the way. We even recently got our Canadian sales team connected with Canoe to start promoting the contract in Canada (minus Quebec).</p> <p>From a marketing specific standpoint we have created a dedicated landing page on our website specifically for Sourcewell. We also utilize the contract flyer (provided by Sourcewell) as a handout for our sales team. We are also very active in social media and create dedicated posts to raise the awareness of the Nevco / Sourcewell relationship. We also include our COOP programs in all of our customer presentations. We also encourage our sales team to use the Sourcewell logo in their email signatures and on their quote forms. We have a special quote form for Sourcewell in our Salesforce.com CRM system to make it easy for our customers to use the Sourcewell Contract. We also put up the Sourcewell trade show flag at the 40-50 trade shows that we attend each year. See Attachment 4 for some example of the aforementioned items.</p> <p>We are in the process of making more "YouTube" like video which highlight our core products through the eyes of our customer. It is in the budget to make a specific video about a customer that purchases their scoring and display equipment through the Sourcewell contract. See Attachment 4 for some links to some of these videos.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have a very active marketing department who loves data and analytics. We actively promote our contract on social media each quarter. See Attachment 4 for some examples of some recent posts. We are also very active with PPC Advertising. We have over 590 words/phrases that we are actually paying for. We have retained an expert in the space to help us manage our SEO and PPC efforts. We meet monthly and review our results and set the strategy for the next 30 days. We also have integrated our email marketing effort with Pardot within Salesfore.com. Through this tool we can track our effectiveness with our email marketing efforts. Included in Attachment 4 is an example of a Sourcewell email that we recently sent out to our entire database of customers from our CRM system.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>In our view, the role of Sourcewell in promoting this contract is:</p> <ol style="list-style-type: none"> <li>1.)Help us understand trends in the marketplace</li> <li>2.)Identify geographical areas where Sourcewell is strong but maybe we are not as effective.</li> <li>3.)Continue to educate us on the tools and resources that are available to us.</li> <li>4.)Share with us opportunities from members who are looking for our products and services.</li> <li>5.)Be available to assist when we need help. Be as responsive as we are to our customers.</li> <li>6.)Continue to grow the membership</li> </ol>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not utilize an e-procurement system for ordering. Due to the custom nature of our product 100 % of our orders must go through our sales organization.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>As part of our sales process we offer comprehensive training for all the products that we manufacture. Training is always included at no additional cost. We offer both on-site, virtual and self guided training for the products that we sell. We also have instructional manuals and installation prints for the products that we manufacture. Some of the most frequently utilized training topics are:</p> <ol style="list-style-type: none"><li>1.)Controller Training for operating scoreboards and accessories</li><li>2.)Display Director Training for operating video boards</li><li>3.)One Cloud Training for operating message centers</li><li>4.)Basic scoreboard troubleshooting</li><li>5.)Basic Video Display and Message Center troubleshooting</li></ol> <p>We currently do and are always willing to provide whatever training that the customer would like. Our training is always conducted by a Nevco employee or a factory trained installer or service provider.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>Nevco scoreboards, message centers and video displays are all designed for incoming power of 90VAC to 265VAC auto switching with 91% efficient power supplies employing power factor correction. This ensures the greatest amount of flexibility allowing for efficiencies to be gained in the way the equipment is connected to the electrical infrastructure as well as the highest efficiency in the way that power is consumed. Scoreboard Electronic Captions and Electronic Team Names are fully integrated with the scoreboard controller and console for seamless operation and diagnostics. Other vendors build them into the board as an add-on which adds to the complexity of operation and has more points of failure.</p> <p>Nevco displays include full integration with 3rd party software packages such as Finishlynx, Statcrew, Genius Sports, Hytek, Omega, Stalker, Tricaster, Livetext, Ross Xpressions, Vmix, and much more. This allows organizations to leverage their existing IT to drive meaningful dynamic content to spectators live and at the event.</p> <p>Nevco's MPCX2 control is a unique industry leading handheld that can be used when greater mobility is desired such as practices and small clubs, while the MPCW7 console style control is used for larger events. An industry leading battery life exceeding one year is typical for the X2 and it runs off a pair of common AA batteries included with the control.</p> <p>Nevco's products are built on technology that allows users to scale their facility for years to come. We have customers that add new scoring equipment to existing equipment that is compatible and has been in operation for decades. Nevco still services older scoreboard equipment where competitors will tell you that they cannot support their equipment anymore and you have to buy new.</p> <p>Nevco builds upgradeability into all of our equipment. Just a few examples are:  A user can select a basic time/score/period indoor scoreboard model 2700 with Non-lit captions. When their facility grows, they can add-on a bottom section and add timeouts left, team fouls and player foul, making it a model 2770. If they choose, they can upgrade their captions to RearLit, or even our popular Electronic Team Names.  A Non-Lit or Rear-Lit scorer's table can be purchased and at a later date a customer can purchase an LED matrix cartridge and simply swap it out in their existing scorer's table.  A Nevco Video system can be purchased including our Display Director clip server control software. At a later date if the customer chooses, they can add on live video switchers, cameras and grow their video production to an entire team.</p> <p>Nevco's video LED panels can be calibrated to match in brightness should a replacement ever be necessary. We store the calibration in the panel itself instead of in the display controller. This removes the complexity of having to recalibrate if panels are moved from one location to another during service.</p> <p>Nevco's products are designed with superior environmental resistance. We use only gold plated contacts in outdoor applications, make our cabinets out of recyclable aluminum, and all products are made without external fans by utilizing an Air Circulation to Aluminum technique.</p> <p>All of Nevco's video products are built with signal redundancy such that if there is ever a signal connection problem, even internal to a display, the redundancy will kick in and the display will continue operating as normal until a service visit can be scheduled and performed. Nevco's 6mm indoor and 16mm outdoor video products are built with power supply redundancy. This allows for a power supply to fail, even in a dead short, and the system will switch it out and continue operating. The use of redundant power supplies also reduces the load on each power supply allowing it to operate at a higher efficiency and thereby lowering the internal cabinet temperature significantly extending the life of the electronics in the display.</p> <p>All of Nevco's products are manufactured from a lightweight 0.050" aluminum with structural bracing elements that allow the products to exceed a 180 mph windload. The lightweight design makes the installation of equipment easier, and reduces the cost of structures required to support the equipment in your facility.</p> <p>Nevco's video systems are front and rear service accessible which allows the greatest flexibility, but we also incorporate Easy Out mounting for the internal components which allows power supplies and logic boards to easily be replaced using a slide out bracket and retention technology.</p> <p>Nevco employs a cloud based service ticket system so that users can track the progress of their service issues using an online account, look back at a history of their own issues as well as gain insights from an online knowledge base.</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Nevco utilizes aluminum made with recycled content where possible that is GreenCircle Certified.</p> <p>Nevco electronics conform to ROHS standards.</p> <p>The lumber used in the crating of our products is certified in accordance with the International Plant Protection Convention's adoption of the International Standards for Phytosanitary Measures.</p> <p>Nevco's acrylic paint is the lowest Volatile Organic Compounds (VOC) in the industry at 50g/L.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Nevco scoreboards, video displays and message centers have been certified by UL LLC and CUL in Canada.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We have a comprehensive scoring and display product line that serves customers ranging from a little league baseball diamond to a collegiate stadium that seats 70,000 people. All of our products are made to UL / CUL Standards (the highest in the industry). Because of the high quality of our products, we offer some of the leading warranties in the industry. We have an outstanding service department that gets customers up and running quickly any time they run into a problem. We are extremely customer centric and do what ever it takes to help our customers. We answer our phones day / night, weekends and holidays too. This high level of access includes our executive team too. We love challenges and since we are a vertically integrated and privately held company we can quickly collaborate to creatively solve them.	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our standard warranty covers all parts, products and bench labor to to diagnose and fix our products. See attached for our detailed warranty document.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no limitations that adversely affect coverage. Please refer to the attached for our detailed warranty document.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If an on-site warranty is purchased the expense of technicians' travel time and mileage to perform warranty repairs is included in the cost of the on-site warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We provide coverage with certified technicians to all geographic regions of the United States and Canada to perform warranty repairs.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No. All 3rd party equipment supplied by Nevco is covered under that manufacturer's warranty. This would apply to items like cameras, computers, etc.	*
51	What are your proposed exchange and return programs and policies?	If a product is unopened and undamaged. Nevco will typically accept a return or exchange for non-custom products. A re-stocking fee will apply.	*
52	Describe any service contract options for the items included in your proposal.	Nevco offers on-site service contracts on a case by case basis (for an additional charge) predominately for our video display projects. We utilize a national network of 3rd party factory authorized agencies to complete the repair work.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	<p>Nevco Sports, LLC Payment Terms are net 30.</p> <p>PROGRESS PAYMENTS Based upon request for payments submitted by Nevco Sports, LLC, for purchases greater than \$50,000 buyer shall agree to one of the following payment terms:</p> <p>1.)Initial payment of 50 % of the total project, balance of the project is due net 30.</p> <p>2.)Initial payment of the 33 % of the project upon signing, 33 % at time of shipping and balance due net 30.</p> <p>3.)No money due at signing, balance due upon shipping, less 5 % for installation(if install is on Nevco invoices)</p> <p>PAYMENT TERMS Payment should be sent to "remit to" address on invoice. Delinquent invoices or portions thereof are subject to a service charge of 1.5% per month until paid (or the legal maximum allowable in the Buyer's state). Overdue or delinquent account balances are subject to being placed for collection. Buyer shall pay all expenses incurred including collection fees, court costs, and reasonable attorney fees. If Buyer's account is overdue, Buyer agrees that Nevco Sports, LLC may offset the account balance for any portion thereof against any funds due Buyer by Nevco Sports, LLC. All shipments are FOB shipping point. Prepay Terms: Customers may pay by wire transfer, check, certified check, credit card or cash for product needed to be shipped immediately. New Buyers may pay by a personal or buyers check, but the order may be held for a period of two weeks for check clearance. Established buyers will have orders processed immediately. A credit application on file will be requested to be completed by all buyers. Visa/Mastercard Buyers: Customer may choose to pay account balances or for orders being placed by using Visa/Mastercard and will be subject to an additional fee of \$5 for processing.</p>	*

54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Nevco has two financing options available:</p> <p>1.) Nevco offers on a limited basis the ability to self finance projects to help customers extend their payments between multiple fiscal years or budget cycles. This are approved on a case by case basis.</p> <p>2.)Nevco has partnered with NCL Cooperative Leasing (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder ( #032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and government entities including Tax-Exempt Municipal Leases and a Purchase Order Only program.</p> <p>There is no ownership, common ownership or control between Nevco Sports, LLC and NCL.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>The potential customer makes contact with a Nevco representative. Nevco representative makes contact with the client and determines their specific needs and their budget. Based on the geographical area of the client, the customer may be consulted via phone, site visit or virtual meeting. From this, the best Nevco solution is proposed to the customer. We typically provide digital renderings of the Nevco product. These renderings can be superimposed to show what the actual product will look like in the actual location where it will be installed. Once a final product is selected, Nevco will provide a detailed quote with all components of the project. Once approved, the customer will send in a purchase order to Nevco. As part of our order entry process the customer will select the color of the scoreboards, digits, trim as well as providing specific artwork for signs and logos. If the Purchase Order is for a Sourcewell project we code this internally at the time of order entry. 100 % of our orders, whether from a W2 sales person or an independent dealer, go through the same order entry process. This process ensure our ability to easily generate reporting for any time period to identify all projects that were part of the Sourcewell contract. Our Sourcewell manager then uses these reports to report sales and fees to Sourcewell.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes, Nevco Sports, LLC will accept the P-Cards procurement and payment process. The additional cost to Sourcewell participating entities for using this process is \$5 per transaction.</p>	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Nevco's pricing and discounting is done on a line item basis. Sourcwell members get a minimum of 6% discount off of our list price. See attached for our published price list. Product names and product numbers are included. Nevco is aware and accepts any price and product change request forms that may be required.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discount for product is 6% off list price. Refer to attached price list to determine list price.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	If the Sourcwell member purchases multiple scoreboards, accessories, or displays at one time on the same purchase order, Nevco will offer a volume discount that is larger than the base minimum discount. The discount level will vary based on the size, scope and location of the project.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Pricing for our product offering which may include infrequent "non-standard" options is offered by supplying a quote for each request at a list price less discount.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This is not applicable in most situations. Things like installation, extra training, on-site service are discussed up-front and included in our quote. There should be no surprises or additional charges from what we provide in our quote.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be quoted on a per project basis. This charge is always noted on our quotes. We utilize Small Package, Less Than Truckload and Full Truckload as our primary methods of shipping our products. We do also have the ability to ship Internationally and offer expedited shipping upon request.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight / Shipping and Delivery to Alaska, Hawaii and Canada is determined based on the customer requirements for the delivery schedule. We have numerous options available. The charges for freight are always listed on the quote. We also offer 3rd party billing on freight shipments and the customer can also arrange pickup at our facility with any carrier of their choosing.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer stocking programs of our most popular items by season. By doing this we offer reduced lead times on these items. An example would be that we pre-manufacture shot clocks so that we have them on hand and readily available during basketball season. We also offer expedited delivery of some of our video displays because we manufacture several of the most popular sizes so that we have them in stock for quick shipping. We can also accommodate any customer special transportation request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We have offered the highest discount of any cooperative purchasing agreement that we are part of. In addition, we have offered our full lineup of products and service available, whereas we have a more limited offering on the few other cooperative purchasing agreements that we are part of. Our goal is to simple funnel the vast majority of our cooperative purchasing orders through Sourcewell. We want Sourcewell to be our primary go to cooperative agreement. These were the exact words that were used at our National Sales Meeting in January after Teresa Fiedler from Sourcewell gave a presentation. Sourcewell was the only cooperative purchasing agency that was asked to attend our National Meeting.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Nevco has dedicated staff members to handle all cooperative purchasing compliance, pricing and reporting. This team consists of representatives from our Sales, Accounting, and Service departments who work together at each month end to ensure all orders that are cooperative purchases are reviewed and entered correctly. Our Sales Representative reviews each order to make sure member pricing and contract numbers are accurate. Our Service Representative double checks this information. Our Accounting Representative makes sure all of the appropriate fees and reporting are accurate. This reporting is currently done quarterly, however Nevco can adjust this to any timeframe that is needed.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Nevco has the ability in our CRM system to identify all quotes that are quoted using the Sourcewell contract. We have auto generated reports that are sent out monthly which identifies all closed and open projects. With this data, our sale leadership team can easily identify who on the sales team is actively promoting the Sourcewell contract and who is not. This also helps us to identify sales people that may need some additional training and reinforcement on utilizing the Sourcewell contract in their daily sales process. In addition, we have a dashboard established to track our Sourcewell contract sales by month over the last 5 years. We will use this combined with our quoting activity to determine if we are on track with being successful with this contract. Our goal is that every single sales person on our team has at least one closed Sourcewell contracted project in the next 12 months.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose the following fee structure paid to Sourcewell after we are paid for the project by the Sourcewell member:  Projects (regardless of the value) will be 2% of the total combined value less any applicable taxes and freight.	*

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Nevco Sports, LLC is a single source manufacturer for all the items below:</p> <p>Fixed Digit Scoreboards: Scoring for (including but not limited to) Baseball / Softball, Basketball, Volleyball, Wrestling, Football, Hockey, Soccer, Swimming, Field Hockey, Lacrosse, Cricket, Tennis and Track and Field.</p> <p>LED Message Centers</p> <p>LED Marquees</p> <p>LED Video Displays</p> <p>Proprietary Software</p> <p>Controllers</p> <p>Graphic Design Creative Services</p> <p>Audio Systems</p> <p>Scorers Tables</p> <p>Signage and Decorative Trusswork</p> <p>Digital Wall of Fame</p> <p>Fully Automated Timing Equipment for Track and Field</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Scoreboards (Indoor and Outdoor)</p> <p>LED Marquees: (Indoor and Outdoor) Wall Mount, Pedestal Mount, Ground Mount</p> <p>LED Video Displays: (Outdoor and Indoor)</p> <p>Proprietary Software: Mobile App, One Cloud, Display Director</p> <p>Controllers; Handheld, Desktop, Touchscreen, Mobile</p> <p>Graphic Design Creative Services</p> <p>Audio Systems: (Indoor and Outdoor) Single Source and Distributed</p> <p>Scorers Tables: Static, Rear Lit, Bleacher Mount and LED</p> <p>Signage and Decorative Trusswork</p> <p>Digital Wall of Fame: Wall Mount, Pedestal Mount and Surround Mount</p> <p>Fully Automated Timing Equipment for Track and Field: Cameras, Displays, Timers</p>

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

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

Line Item	Category or Type	Offered *	Comments
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71	Scoreboards, sports displays, scorer's tables, controllers and timing systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	We manufacture and install a full lineup of scoreboards for every sport. We offer multiple design options, features and price points for every customer. We also manufacture and install numerous design accessories for scoreboards including: signs, trusses and logo. We also offer all the most popular accessories for every sport including shot clocks, play clocks, locker room clocks, etc. We also offer numerous control options to operate each of our scoreboard options.	*
72	Digital Displays, LED Video displays	<input checked="" type="radio"/> Yes <input type="radio"/> No	We manufacture and install video displays for both indoor and outdoor applications. We have a wide range of resolutions to meet the needs of every customer.	*
73	Video boards	<input checked="" type="radio"/> Yes <input type="radio"/> No	We manufacture and install video boards for both indoor and outdoor applications. We have a wide range of resolutions to meet the needs of every customer.	*
74	Message centers, marquees, concourse displays, transportation displays	<input checked="" type="radio"/> Yes <input type="radio"/> No	Using the same technology that we use in our video displays, we also manufacture and install message centers, marquees, concourse displays. We do not manufacture or install transportation displays. We do not serve the roadway, airport or other transportation related digital display market.	*
75	Related and complementary offering of integrated audio or sound systems and related accessories and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer turn key audio solutions for both indoor and outdoor venues. We have partnered with Electro-Voice / Bosch to develop custom audio systems specifically designed for athletic venues. We offer both single point and distributed systems along with all required accessories. If one of our audio package systems do not fit the bill, we have the ability to custom design and engineer a custom solution for any indoor or outdoor venue.	*
76	Technology integration, software, design, project management and installation related and complementary to the offering of solutions above in #71-74	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have in-house service, engineering, software development, project management, and graphic design services. We have a nationwide network of factory authorized installers who install and service our products in the field.	

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
77	Describe any reliability or durability testing on the equipment or products included in your proposal and results if applicable.	<p>All of Nevco's designs are tested in accordance to our proprietary requirements for stadium sports equipment and indoor/outdoor signage as well as formalized testing including but not limited to the latest releases of UL48, NEC, article 600, FCC CFR 47 PART 15, ICES-003, EN 55032:2015 (CISPR 32), EN 55022:2010, AS/NZS CISPR 32:2015, and EN 61000-6-3:2007/AI-2011, CAN ICES-3 (A)/NMB-3 (A), CE, ASCE 7-10, and International Building Code (IBC).</p> <p>In addition, the foundation for our house of quality begins with TQM, which means Total Quality Management... or simply put, everyone plays and important role in maintaining our customer expectations. In the factory, we perform random product and process audits, campaign for continuous improvement and follow the Toyota principles of 5S (sort, shine, set in order, standardize and sustain) at each work center. In our drive towards continuous improvement, we have a blended mixture of problem solving methodology. Starting with 6sigma principle of DMAIC (Define, measure, analyze, improve &amp; control) along with the Ford Motor Company 8D problem solving process (Plan, build team, define problem, contain problem, define &amp; verify root cause, determine corrective action, implement &amp; verify corrective action, and prevent recurrences) we are able to quickly identify and remediate production issues. We also perform Gemba Walks each morning, in order to hear it straight from the front line workers, regarding our strengths and weaknesses. A direct communication between Service, Engineering and Quality ensures that customer feedback is addressed promptly and precisely.</p> <p>Quality Credentials that our Quality Team has include:</p> <p>American Society for Quality – Certified Quality Technician American Society for Quality – Certified Quality Process Analyst UL 48 Standard for Electric Sign Manufacture</p>
78	Elaborate on design-build capabilities or services offered by your firm related to the equipment or products included in your proposal.	<p>Nevco has designed and executed thousands of sporting construction projects throughout our company's long history. Through our experience in doing Design Build Projects we have developed a simple, straightforward and effective process of managing these types of projects. There are four primary phases that we go through:</p> <ol style="list-style-type: none"> <li>1.)Pre-Planning and Design Phase</li> <li>2.)Design Phase</li> <li>3.)Construction Phase</li> <li>4.)Start-Up and Occupancy Phase</li> </ol> <p>See Attachment 2 for more detail on our Design Build Process.</p>
79	Describe any sponsorship, promotional, or revenue-generating attributes of the equipment or products included in your proposal and identify any support or training available to customers related to implementation of those solutions.	<p>By nature of our business, scoreboards signage, and messaging centers have a unique ability to provide sponsorship, promotional, and revenue generation opportunities for our customers. The potential of revenue generation is inherent for each scoreboard and signage that is purchased. It is the customer's discretion on how they would like to monetize. However, Nevco can provide guidance to maximize potential sponsorship opportunities.</p> <p>Through our Sports Marketing Division we also have the ability to sell sponsorships on behalf of our customers. This model affords the customer the ability to get equipment at no cost or create an ongoing revenue stream to help fund their athletic department.</p>
80	Describe the functionality of your equipment or products in integrating with public alert system or applications (automated weather, emergency, public safety notifications, etc.)	<p>Nevco video displays often serve as an instant message center to the public showcasing:</p> <ol style="list-style-type: none"> <li>1. IPAWs (Meteorological, Safety, Fire, Environmental, Transport)</li> <li>2. Amber Alerts</li> </ol> <p>We have the ability to easily connect to these systems through our control software Display Director which makes it easy to communicate these important messages to the public.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 81. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Nevco Sports LLC Sourcewell Price List 2022.pdf - Monday February 20, 2023 09:17:49
  - [Financial Strength and Stability](#) - Financial Strength and Stability - Attachment 1.pdf - Wednesday March 01, 2023 09:48:46
  - [Marketing Plan/Samples](#) - Marketing Plan and Samples - Attachment 4.pdf - Wednesday March 01, 2023 09:51:22
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty and Limitation of Liability.pdf - Monday February 20, 2023 08:07:16
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples - Attachment 2.pdf - Wednesday March 01, 2023 09:50:10
  - [Upload Additional Document](#) - Nevco Catalogs.pdf - Monday February 20, 2023 12:03:04

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Eric Light, VP of Sales and Marketing, Nevco Sports, LLC

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Scoreboards_RFP_030223 Thu January 19 2023 02:03 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Scoreboards_RFP_030223 Thu January 12 2023 11:26 AM	<input checked="" type="checkbox"/>	1