

**Solicitation Number: RFP #050924****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Litanía Sports Group, Inc. dba Porter Athletic and Gill Athletics, 601 Mercury Drive, Champaign, IL 61822 (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 Athletic and Physical Education Equipment with Related Supplies 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires July 15, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 Sourcwell 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 Sourcwell 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.

Sourcewell 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

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

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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change 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. *Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage as follows:

*D&O/EPLI/FID*:

\$1,000,000 per claim or event

\$1,000,000 – 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:

\$1,000,000 per occurrence

\$1,000,000 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 Sourcwell 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**

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

Sourcewell

Litania Sports Group, Inc.  
dba Porter Athletic and Gill Athletics

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 8/5/2024 | 7:43 PM CDT

DocuSigned by:  
*Dalton Shasteen*  
9CE01343CE3F437...  
By: \_\_\_\_\_  
Dalton Shasteen  
Title: National Sales Manager  
Date: 8/5/2024 | 4:33 PM CDT

# RFP 050924 - Athletic and Physical Education Equipment with Related Supplies

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## Vendor Details

Company Name: Litania Sports Group  
Does your company conduct business under any other name? If yes, please state: D.B.A. Porter Athletic and Gill Athletics  
Address: 601 Mercury Dr.  
Champaign, 61822 IL  
Contact: Dalton Shasteen  
Email: dshasteen@porterathletic.com  
Phone: 217-367-8438 576  
Fax: 217-239-2255  
HST#: 71-0888369

## Submission Details

Created On: Thursday May 02, 2024 13:00:23  
Submitted On: Thursday May 09, 2024 16:17:17  
Submitted By: Dalton Shasteen  
Email: dshasteen@porterathletic.com  
Transaction #: 95c09886-1fc5-4b70-b8e7-39d5fa167f37  
Submitter's IP Address: 192.241.57.253

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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")	Litania Sports Group, Inc. d/b/a Porter Athletic and Gill Athletics
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Porter Athletic, Gill Athletics
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Porter Athletic, Gill Athletics
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 1YHY5 / DUNS: 005077581
5	Proposer Physical Address:	601 Mercury Dr. Champaign, IL 61822
6	Proposer website address (or addresses):	www.gillporter.com (Gill Athletics) www.gillporter.com/porter (Porter Athletic) www.gillathletics.com (Gill Athletics redirect) www.porterathletic.com (Porter Athletic redirect) litaniasports.com (corporate website)
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):	Dalton Shasteen, National Sales Manager 601 Mercury Dr. Champaign, IL 61822 dshasteen@porterathletic.com 217-367-8438 ext. 576
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dalton Shasteen, National Sales Manager 601 Mercury Dr. Champaign, IL 61822 dshasteen@porterathletic.com 217-367-8438 ext. 576
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jason Norton, CFO 601 Mercury Dr. Champaign, IL 61822 jnorton@litaniasports.com 217-367-8438  Matthew Wells, Sales Manager 601 Mercury Dr. Champaign, IL 61822 mwells@porterathletic.com 217-367-8438

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

Line Item	Question	Response *
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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.	Litania Sports Group is an American sporting goods company that specializes in the design, manufacturing, and sales of athletic equipment that is used by athletes and venues of different forms across the world. Litania is the parent company of legendary brands Porter Athletic and Gill Athletics. Porter Athletic was founded in 1868 and specializes in equipment used for the sports of basketball, volleyball, and other indoor gymnasium facility equipment products. Gill Athletics was founded in 1918 and is the world's largest manufacturer of track and field equipment as well as other athletic facility equipment used in the sports of baseball, football, soccer, tennis, and other popular field sporting events. Litania's corporate mission is to empower coaches with innovative equipment. The corporate campus headquarters for Litania is located in Champaign, Illinois where the company maintains over 250,000 sq. ft. of office and manufacturing space. Porter Athletic and Gill Athletics equipment is primarily distributed through a network of over 500 team & specialty dealers, national accounts, and construction dealers/installers in North America. The company is well positioned financially and through its capital investment in design and manufacturing capabilities to continue expanding product offerings under its current brands. The company also seeks to expand offerings to customers by growing its family of owned brands as well as through additional vertical integration.	*
11	What are your company's expectations in the event of an award?	<p>Our company has made many investments in providing our products and turnkey offerings on Sourcwell contract since our initial award in 2014. This has included building awareness to end-customers and training/educating multiple core distribution channel partners and dealer representatives over the past decade. We have several core end-customers (education &amp; government entities) who have made repeat purchases over time utilizing our current and past Sourcwell contracts; this continuity is important to our customers and we seek to offer this continuity. Our goal is to be able to continue to offer Sourcwell's solutions as a procurement method of choice for our customers.</p> <p>There should be no extensive ramp-up process for our company if we were awarded a contract through this current RFP. All current inside sales staff and order administrative staff are already well-trained on our sales &amp; order admin processes. We estimate roughly 70% of our dealer network (by revenue) already has past experience selling our products on Sourcwell contract. Our goal would be to grow Sourcwell sales by an additional 20% in the upcoming contract period. Utilizing Sourcwell's team to inform specific customers who have questions about their ability to purchase on contract would be one expectation. Another practice that we would execute more in another contract award would be utilizing public record and information to educate prospects that their organizations are already utilizing Sourcwell contract to make other purchases. We also utilize Sourcwell's latest supplier resources (i.e. portal) as well as member search tools to maximize our presentation of the advantages and ease of purchasing by utilizing Sourcwell contract. We also see additional opportunity to enhance our offerings through the Buy Sourcwell platform.</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>Litania Sports Group is a privately owned corporation registered in the state of Illinois. Full disclosure of fully audited financial statements may be disclosed to inquiring, qualifying organization with signing of a non-disclosure and confidentiality agreement. Due to the nature of this response, full financial information cannot be provided as part of this submission.</p> <p>Our company is well capitalized and maintains a generous credit line with one of the top 50 banks in the United States. Our company routinely operates with excess capacity on its line of credit and has ample access to additional fixed term financing. Per our fully audited financial statements: as of 9/30/2022 our Current Ratio was 3.06 and available revolving line of credit \$3.4m. As of 9/30/2023 our Current Ratio was 4.01 and available revolving line of credit \$4.0m</p>	*
13	What is your US market share for the solutions that you are proposing?	Most of the companies that operate in our market are privately held companies and no public information is reported. We estimate our market share in various sectors of our business to range from 25% to 40%+ market share, with our share much greater in certain subsectors of a market.	*
14	What is your Canadian market share for the solutions that you are proposing?	There is little public information reported for the Canadian market. Market share for the Porter Athletic brand in Canada is estimated at approximately 10%. Gill Athletics Canadian market share is estimated at approximately 20%. Both marks are primarily achieved through Canadian-based dealership sales. Our company achieves most success in Canada by offering top-level competition products and by carrying certifications (i.e. FIBA, IAAF) on our top-end products.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Our company is best described as a manufacturer. Porter and Gill brand sales are primarily executed through a network of 500+ team &amp; specialty dealers, national accounts, and construction dealers/installers in the U.S. Our brands are also sold internationally through dealers in most developed countries, including Canada. Some dealerships received certain product/category exclusivity agreements with our company based on the scope of products &amp; services they are capable to deliver. Our company employs an internal/inside sales force that is responsible for activating, serving, and supporting assigned dealer accounts and territories. We also offer dealer organizations several custom-built tools and resources to further activate sales and service to end customers. Our company also directly employs a business development team for additional customer activation. Our company's dealer network organizations operate independently as third-party entities.</p>
17	<p>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>	<p>No formal licenses or certifications are required to be held by our organization. We elect to invest in specific sport governing body product certifications to aid in the marketing of our products and to best serve specific customer segments.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>

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

Line Item	Question	Response *
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Gill Athletics brand has held a position annually with the National Federation of High Schools (NFHS) as the corporate partner for track and field since 2014. Gill Athletics has been chosen as the official supplier of the NCAA indoor and outdoor track and field championships (Division I - III) since 2016.</p>
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>10-15% annual average. These sales are primarily to cities / parks and recreation departments.</p>
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>75-80% annual average. ~65-70% K-12 education, 10-15% Higher Education.</p>
22	<p>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>	<p>Litania currently has no other cooperative purchasing contracts or state contracts in place. We have utilized Sourcwell as our exclusive cooperative contract solution since April 2020. Select independent dealerships and distributors may respond to state or regional RFPs and may include Porter/Gill equipment in their responses.</p>
23	<p>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?</p>	<p>None</p>

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Lombard Park District / Madison Meadow Athletic Center (IL)	Katy McKinnon Facility Manager	630-519-5859
Spokane Public Facilities District (WA)	Paul Christiansen Director of Sports	509-362-2885
Bethlehem Central School District (NY)	Nick Insignia Director of Facilities & Operations	518- 858-0539 Cell 518-439-2123 Ext. 0912
University of North Florida (FL)	Ervin Lewis Assoc Athletic Director	904-252-9511

**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 *
Spokane Public Facilities District	Government	Washington - WA	volleyball equipment, track and field/facility equipment	Two large transactions \$150K-\$200K each, smaller ancillary transactions \$25k or less.	\$426,206
North Dakota State University	Education	North Dakota - ND	Track and field/facility equipment.	one large transaction +\$150k, smaller ancillary transactions \$25K or less.	\$274,312
Neenah Joint School District	Education	Wisconsin - WI	new athletic facility/construction equipment.	One large transaction +\$150K, smaller ancillary transactions \$25K or less.	\$222,014
University of Illinois at Urbana Champaign	Education	Illinois - IL	Track and field/facility equipment, other training equipment. basketball equipment.	One transaction +\$50K, several smaller transactions \$25K or less.	\$144,732
Metro Nashville Public Schools	Education	Tennessee - TN	gymnasium facility equipment upgrades.	Multiple purchases \$25K-\$50K	\$202,964

**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.	<p>Porter and Gill brands each deploy a multi-divisional sales structure and developed tactical plans to focus on specific markets and customer types. Specifically, each brand has a sales division focused on team sport sales and a sales division focused on construction/facility equipment sales. Individual inside sales team members specialize in serving specific sports and maintaining expertise on certain product types. Inside sales team members focus primarily on proactive dealer/channel activation and support; over 90% of sales are delivered through dealer channels. Business development staff focus primarily on outward brand activation in the marketplace as well as core customer/dealer development and product/market expansion opportunities.</p> <p>All inside sales &amp; business development team members are centrally located in our Illinois headquarters. All inside team members travel nationally or within assigned regions and markets to engage in customer and dealer network missions, complete trainings, execute our trade show strategy, and complete other business development tactics. Both brands also maintain a small network of external liaisons and brand ambassadors who focus on customer activation opportunities in specific sports and markets. Our ambassadors have ties to US customers and international markets too (i.e. Canada).</p> <p>At the corporate level (Litania) sales strategy is led by our executive sales &amp; marketing team members. Online and e-commerce sales strategy is executed largely by our corporate marketing team.</p>

27	Dealer network or other distribution methods.	<p>Our brands (Gill &amp; Porter) primarily distribute our products and turnkey product offerings (i.e. installation, setup, preventative maintenance &amp; service) through a network of 500+ independent dealers and distributors throughout all 50 states, Puerto Rico, other U.S. territories, as well as most developed countries internationally, including Canada. Our dealer network sales channels include major national and regional dealer accounts, local team sports dealers, indoor and outdoor sports construction dealers and product installation facility specialists, maintenance and service specialists, and sport specialty accounts. Many of these accounts sell complimentary products in their respective markets and many target institutional organizations as their core customer. our dealer's positions in their markets further strengthens our reach and exposure to public entities and organizations.</p> <p>Our top 15% of dealer organizations account for over 80% of our business. Dealer account service, training/education, relationship-maintenance, and business performance evaluation are a key strategic focal point for our sales management team to activate these accounts so that we remain top-of-mind with dealer partners while also managing company risk and remaining properly diversified as a business.</p> <p>Our leading account performers for generating and promoting Sourcewell sales over the past 10 years have been our sports construction sales &amp; installation dealer partners. Our sports construction accounts include approximately 100 highly focused/specialized sales and service reps who represent 30 individual dealerships across all 50 states and Canada. The majority of our company's 'big ticket' sales are executed through these sports construction accounts.</p>
28	Service force.	<p>Litania employs an internal field-servicing team that can be deployed for service work or installations when needed. Typically, this crew is focused on specific products and customers. Our internal service team also maintains independent network connections across the country so that we can subcontract out service and installation work and serve customers in a timely manner as needed. Our company also employs a full-time customer service team of 7 for standard product orders and a project management team of 5 for installed product orders. These teams serve our dealer accounts and also field product-related questions from end customers. We also employ a production engineering team of 12 and product maintenance team of 2; these groups communicate technical product information through engineering drawing development and technical bulletins. Our dealer network also plays an important role in our ability to service customers. Our sports construction dealer channel specializes in the maintenance, inspection, service, and installation of our most intricate product lines. Many of these dealers have dedicated service teams.</p>
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>Our company sells directly to end customers (~10% of orders) and through an independent dealer network (+90% of orders).</p> <p>For direct orders of standard equipment, our internal sales team is typically the primary point of contact prior to the sale (quote request response, answering product questions, etc.) After the point of order, a customer service team member is the point of contact to interface the order through our systems and handle most fulfillment responsibilities, communication, shipping coordination, and payment processing directly with the end-customer. New accounts purchasing through Sourcewell are required to complete a new account application, so they are set up in our internal business system. Our internal business system is robust and handles internal order fulfillment processes, inventory/manufacturing status for products on orders, shipping procedures, and invoicing amongst other functions.</p> <p>Our customer service and project management teams also handle customer orders through our dealer network similarly, only our dealer representatives typically act as the main point of interface of communication to the end customer. Our dealer sales staff are largely trained on successful practices to formulate a Sourcewell proposal; if an independent rep is going through the process early on, our sales team will lead the process formulating proposals on our own template. Dealer customer service reps and project managers are trained on submitting the proper Sourcewell documentation and order records to our company for record-keeping purposes. Our company produces most any deliverables required prior to the final order shipment and those deliverables are distributed through the independent dealer.</p> <p>In both direct sales and dealer sales, we have a code that is entered on sales orders in our internal business system to mark an order as a Sourcewell sale. Customer purchase orders / customer documents can be attached to the sales order, or maintained in an internal order folder platform for recordkeeping purposes.</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.	<p>Our inside customer service team handles all standard product order management for Gill and Porter brands, receives all local and toll-free inbound phone calls (we maintain a call-tree infrastructure), and web and email customer inquiries. A company inbound fax-to-email system is also still maintained by customer service. We maintain regular sales and customer service business hours Monday-Friday 8am-5pm CT. Individual staff who are territory/account-based work adjusted hours for more comprehensive time zone coverage. Inbound call response during weekly business hours is expected to be immediate. Email acknowledgement and first-response follow-ups are expected to be within 24 business hours or less for general inquiries.</p> <p>We employ a director of order fulfillment who is responsible for strategy and oversight for both our customer service (standard product order) and product shipping teams. We also employ an operations manager who oversees and executes construction/facility product orders.</p> <p>Our product websites for both brands are also a key service feature. Many standard product lead times and availability are visible to customers on our product websites. A great amount of product information and documentation may also be accessed online by customers. We have also developed several custom-built online self-service portal tools for dealers and distributors to help them better serve end customers.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our company conducts business at the national level on an every-day basis. Our brands (Gill and Porter) have each been represented by dealers at a national level for over 50 years.</p> <p>Our main headquarters and factory/warehousing is located in Champaign, Illinois at the crossroads of major north-south and east-west interstates for centralized distribution.</p> <p>We employ a dedicated tax specialist with knowledge of exemption requirements in all 50 states to help serve direct end-customers.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Our company regularly conducts business in Canada - largely through independent specialty dealer accounts serving specific regions/provinces. As a global business, our teams are experienced administering export sales to other countries including Canada. We have specific inside support staff in customer service and shipping who are trained and experienced in international business practices. We have also invested in specific product certifications through international sport governing bodies and sports organizations (i.e. FIBA and IAAF) to meet various international sport requirements.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>A few specific products we offer through Sourcewell contract fall under a territory sales-exclusions or do not have technical compatibility in international markets. Otherwise, we are positioned to fully serve all 50 U.S. states, Puerto Rico, other U.S. territories, and all provinces of Canada - largely through our extensive dealer network.</p>
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?	<p>No restrictions. There will be no limitations.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>No restrictions. We have active dealers partners serving Hawaii, Alaska, Puerto Rico, and other U.S territories. Freight is an additional cost to be advertised regardless of territory. Our company regularly ships product internationally and has a list of shipping carriers and brokers to help us serve global markets.</p>

**Table 7: Marketing Plan**

Line Item	Question	Response *
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<p>36</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Our marketing strategy for promoting this contract opportunity is multi-faceted and integrated within our overall brand marketing strategy. We have learned from our current contract what types of efforts have worked effectively for us and our dealer network in the past.</p> <p>One tactical piece of our marketing strategy &amp; brand + procurement opportunity awareness is print media and catalog distribution. Our company physically mails more than 75,000 catalogs for our brands annually to schools, athletic directors, facility managers, and coaches. Since 2014, our catalogs have been promoting the benefits of Sourcewell as a purchasing option for our public customers Our direct sales/marketing force and our dealer network also distribute thousands of catalogs annually at trade shows and direct customer interactions.</p> <p>Our company also advertises for brand awareness in major print &amp; digital publications. Past and current advertising publications have included Athletic Business Magazine, Athletic Management Magazine, IHSA championship programs, NFHS publications (Gill Athletics is an NFHS corporate partner), ASBA Track Book, NCAA Track &amp;Field Championships materials (Gill Athletics is the official track and field equipment provider). We believe the product qualities, catered solutions, and premier service we market and aim to provide to customers aligns closely with Sourcewell's mission to over-serve its members.</p> <p>Sales force awareness and training have been our most successful marketing tactics in promoting Sourcewell over the past 10 years. Because our sales are largely driven through our extensive dealer network, our efforts began by educating dealers about Sourcewell: 1. how to market and educate customers 2. contract selling methods, practices, and resources to tap. We have offered training on Sourcewell to our specialty dealer partners 2-3 times annually for the past 10 years at our hosted factory dealer training and online training events. 2 years ago we developed an online foundations training course for brand new reps to learn about Sourcewell too. This training cadence will continue each year. Several top dealers now have Sourcewell sales experience under their belts and have an established Sourcewell sales system and playbooks for reps. We expect the high comfort level to continue catalyzing our Sourcewell sales growth.</p> <p>Promotion of Sourcewell has also proven very effective at National and state trade shows attended by our direct staff and dealers. We would like to receive more rebranded promotional materials for our and our dealers' trade shows in the future if we are awarded again. We have also tapped in to the architectural community and have found certain architects will advocate to their clients about this purchasing opportunity value on our behalf. We have developed responsibility matrix templates for architects to introduce into their new construction projects. Our network delivers 20-30 architect lunch and learns/visits face-to-face each year and this opportunity has become part of our messaging in many of those presentations. Brand events such as our Porter National Sales Meeting and Gill Athletics socials sponsored during all indoor and outdoor NCAA championships give us platforms to educate others about Sourcewell when conversation is relevant.</p> <p>Finally, our digital/web presence is growing with expansion of our marketing team. We launched revamped B2C websites for both brands in early 2020. Part of our target in this build-out was to promote partnerships. We have Sourcewell web landing page info and SEO content built into our B2C websites now. We have also found Sourcewell's vendor page info to be supportive of our marketing and sales efforts (our primary Sourcewell contact(s) are contacted 4-5 times/month by folks finding our info from our Sourcewell vendor page and this seems to go seamlessly)- so targeting more content to host at that source would be another marketing goal for us. We would also like to leverage the offerings of the Buy Sourcewell website more.</p>
<p>37</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Both our brands are active on social media platforms including Facebook, Instagram, TikTok, LinkedIn and X (formerly Twitter). Our Gill Athletics brand maintains strong engagement with coaches, athletic directors, and other owner influencers (and athletes) through very active brand promotion. Meanwhile LinkedIn is primarily used for Porter brand in targeting B2B customers/contacts and providing customer education. Both brands also leverage independent dealer social media for reach.</p> <p>On top of our own SEO, multiple dealerships have also adopted our digital/web strategy to help promote our Sourcewell contract online.</p> <p>We also use other digital content links and media (articles, videos, etc.) to share our customer stories and create influence across our markets.</p>

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>Our perception of Sourcewell's role is that a multi-faceted approach is taken. Market awareness and education are two key factors that we see play in the success of a purchasing cooperative- Sourcewell does both of these things well through website and digital presence, trade show promotion (we cross paths at multiple trade shows annually), and regional educational events (we have had multiple dealers participate in regional Sourcewell University events.. Our contract manager has also previously shared other success stories and strategies with us that have been insightful/educational.</p> <p>The other facet we would continue to look to Sourcewell for is dissemination of useful tools and materials. This could be shareable educational content, new administrative tools, or marketing collateral for trade shows or customer calls. We would like to take advantage of Sourcewell's new video studio in the future.</p> <p>Our dealer network has come to highly value Sourcewell as an effective and efficient method of conducting business with public customers. Sourcewell's proactive effort to support suppliers and their dealers has played a key role in that development.</p>
39	Are your products or services available through an e-procurement ordering process? If so, please describe your online ordering process, purchase approvals/tracking, payment options, reporting and monitoring (For example, can a participating entity track spending by staff members, can a participating entity put limits on purchases, can they be invoiced, etc.)	<p>Our company does not make use of a special e-procurement portal dedicated to government and education customers. However, both Porter Athletic and Gill Athletics offer customer account webstore purchasing functionality for stock/standard equipment items. A Litania customer service representative is assigned to each customer account and manages these orders accordingly by web, email, and phone (including any special customer purchase requirements). Overall, our primary sales strategy is to conduct business through our dealer network channels.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	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>Our dealer network typically provides equipment operation &amp; maintenance training on site upon completion of delivery or installation of a product, and this is recommended practice by us as manufacturer. This is typically part of the purchase contract as an included service. Training upon delivery is common at no additional charge for most installed products. Additional maintenance and inspection services are available through our dealer channels but come at a separate proposed charge and our typically recommended annually after the point of purchase. Hourly service/maintenance/inspection rates are included within the scope of our Sourcewell contract offerings. Our company maintains owner manual documents for nearly all finished products. For products that have a recommended service program, an inspection / service guide also exists. Our company continuously develops videos and hosts them on YouTube for product-specific operation guides and tutorials (some videos are public and others are shared by link on-demand. For a handful of our most intricate installed products (i.e.advanced gym controller sytems), our in-house product specialist and field service tech staff are trained and available to answer questions, troubleshoot setup questions, and provide overview training to customers within the first year of purchase/warranty.</p>
41	Describe how the integration of advanced technology, such as smart materials or data analytics, influenced the design, performance, and manufacturing processes of your equipment.	<p>Our highest end gymnasium equipment control systems now record product field usage data. Collection of this data, with user permission, has begun to provide us more feedback in the durability of design and usage guidance of our mechanical products.</p> <p>We complete performance testing- typically extensive cycle testing to failure on major products and record data through various methods during the design process to design durability into products. Testing examples include gathering data on material exposure to heat/temperature levels, corrosive mediums, and recording vibration levels and frequencies through a product/system.</p> <p>Our manufacturing engineers have completed product manufacturing travel cycles through our factory for several key products. These studies have led to factory layout reorganizations, manufacturing automation investments, and vertical manufacturing integration that ultimately have helped us improve product lead times and quality control to customers while also controlling customer prices. In the last 5 years, our company has invested in a 2nd heat-seam vinyl welding machine (we now own 2 of the longest/largest in North America). We have landed several robotic welders in our factory to improve product quality and lead time - including custom-designing the only long-travel (40ft) robotic welder currently in the world that is specifically designed to weld overhead basketball support structures.</p>

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>We do not currently put our products through any annual 3rd party certifying/testing with various agencies, but we do have a number of green initiatives in our manufacturing and product design standards.</p> <p>Our composite wood-based products use water-based</p> <p>We use a low VOC emitting and energy efficient powder coating process to paint almost all products manufactured. We have vertically integrated foam manufacturing- rather than sourcing most foam semi-finished foams and extrusions through an extended supply chain, we purchase foam in an unfinished 'bun' foam and use a CNC programmed machine to cut material to order. Excess material is run through a foam recycling program. We have made other energy improvement/savings investments in our factory systems during the last 5 years.</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.	<p>Most of our products are comprised of a combination of raw materials and semi-finished components. It would be very difficult to complete lifecycle or cradle-to-cradle certifications on many of our products while still maintaining fair and competitive prices for customers.</p>	*
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.	<p>N/A. Some of our independent dealer partners have these certifications in their businesses.</p>	*
45	Describe any curriculum or lesson plan materials that you offer related to the equipment or products included in your proposal.	<p>N/A</p>	*
46	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>One unique and primary benefit our company can offer is the comprehensive and extensive portfolio of indoor and outdoor athletic equipment products offered from a single source from two industry leading brands in the respective sports served. Beyond the value savings and procurement advantages Sourcwell can leverage on behalf of its members, our company can offer further time savings and efficiency in the package buying process by serving as a one-stop shop to members and allowing them to further stretch their buying power.</p> <p>Our company also includes various supplementary service/inspection/maintenance, installation/assembly, and existing product demolition/removal services through our contract. Our offerings and full service of capabilities delivered through our dealer network are turnkey in nature.</p> <p>Construction market data indicates that our brands of athletic facility equipment are two of the most specified and highly desired brands in various sport venues (basketball/volleyball/indoor gym and track and field/facility). Our Porter brand equipment was specified on over 65% of indoor athletic facility construction projects nationally in 2023. (Dodge Data &amp; Analytics).</p> <p>We also consider our various dealer channel partners to be one of our greatest strengths in delivering an exceptional and tailored experience to end-customers. Many customers have a strong preference of who they do business with; this is in addition to having preference for the specific products they prefer to purchase. It is rare that we do not have an established business relationship with a dealer who a local customer prefers.</p>	*

**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 *
47	Do your warranties cover all products, parts, and labor?	Our company offers warranties for all products except Gill pole vault and high jump cross bars. Our warranty terms cover material defects for the specified period of the warranty, including the cost of part replacement or product substitution as determined most appropriate by our company. For our installed construction products, our warranty covers material defect for the specified period and labor for the first year of the warranty. Standard warranty documentation has been uploaded in this response for additional reference.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties do not impose any normal usage restrictions or limitations. Damages resulting from unintended use, vandalism, or Acts of God are not covered within our warranty terms. Installed items that are incorrectly installed by an unauthorized installer/technician, or are not properly serviced and maintained over time per our operation guidelines, may also be subject to void of warranty.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties do not cover the expense of technician travel time and mileage for standard products. Labor costs are covered by warranty for Porter brand installed construction products for the first year of warranty. Approved expense rates are set by our company and paid out at our discretion.
50	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?	Our network provides regional technician coverage for installation, repair, warranty work, and service across the contiguous United States, Hawaii, Puerto Rico, Alaska and much of Canada. Some remote locations may experience longer wait times for service depending on product or territory. In a few specific specialty product cases, our in-house field service team may be deployed to a location, or a specialty trained independent technician must travel from a far distance to perform the work. In other cases, our internal field service team is able to provide virtual instructions to a local technician to successfully complete service and repairs.
51	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?	Warranties for select items manufactured by other companies are passed through from the original manufacturer. Any product whose warranty is passed through from the original manufacturer is marketed by us under that manufacturer's brand name. Customers can identify these products as such. We review partner manufacturers' warranties annually and seek to partner with other manufacturers whose warranty terms are similar to our standards.
52	What are your proposed exchange and return programs and policies?	We offer exchange and return for standard/stock items in our lineup of offerings. Returns are subject to a restocking fee. Please see the attached documentation for additional information.
53	Describe any service contract options for the items included in your proposal.	Our company recommends annual inspection and service of serval installed & mechanical products. Our authorized network of independent dealers and service companies are a primary resource for this work. Service work may be obtained through our Sourcewell contract at a published, standard hourly rate cost.

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

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	Customers may submit purchase orders directly to our company through our customer service department, or through their local authorized dealer/distributor in our network. For public agencies, our company will provide net payment terms up to 30 days upon receipt of a valid purchase order. Large ticket purchases typically require an additional credit application to be completed prior to our extension of terms. US credit card payments are also accepted at time of order placement and/or shipment. ACH, wire transfer and regular check payments are also accepted at all times.  In most cases, our independent dealers will provide net-30 day terms or may require down payment for large-ticket purchases and purchases that include customized or personalized items or special-order items.
55	Describe any leasing or financing options available for use by educational or governmental entities.	Our company does not promote any leasing programs. We do not directly provide specific financing options to schools and governmental agencies; however we are familiar with and may endorse entities such as National Cooperative Leasing. We have public customers who have been able to utilize these financing resources in the past.
56	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.	Customers receive a standard order acknowledgement form from us upon receipt and acknowledgement of any new order. Newly created customer accounts receive our standard account terms and conditions form at time of account setup. Various order close-out documents are also available from our company - including an order warranty form with terms, operations & maintenance manuals (as applicable), and shipment packing list documentation.
57	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?	We do not currently accept P-card procurement and payment process. Most items we sell to public customers / through Sourcewell are one-time, large ticket purchases.

**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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	Our primary pricing basis for Gill and Porter brands is a published-price book structure with retail pricing listed in catalogs and on our website for customers to access. Custom engineer-to-order / installed items are priced based on instance-specific parameters and conditions. Our Sourcewell pricing structure for these products include line-item breakdowns for the various parameters and conditions applicable to a specific order so the customer receives transparency to the options included/excluded within a proposal. Pricing is typically reviewed and updated annually. In rare instances, product pricing may change more than annually due to substantial material cost factors or other factors. In such cases, the Sourcewell member discount would be applied to the most current published pricing.
59	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.	The pricing discount offered in this proposal is a 5% MSRP discount off Porter & Gill stock/standard products and Porter engineered equipment replacement parts. A 10% discount off list price will be offered on Porter custom engineer-to-order items.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Our company may elect to offer Sourcewell members an additional automatic 5% volume discount beyond the published Sourcewell discount pricing for total purchase volumes exceeding \$100,000 in value (U.S. dollars). Volume discounts are subject to review.

61	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.	Our company aims to over-serve Sourcewell members by focusing on the extensive portfolio of products and services that are offered in our current product portfolio. In unique cases where a sourced open market or nonstandard product option is being supplied, our company would provide a price quote for the requested item(s) based on market or MSRP pricing. Then we would offer a 5% Sourcewell member discount off the quoted price.	*
62	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.	Our company aims to present Sourcewell proposals that are turnkey in nature - including product installation/assembly/setup costs, servicing of existing products, removal of existing equipment, and unloading/special handling of equipment. Costs of acquisition not included this proposal may include: professional engineering services, electrical scopes of work related to our products (performed by other trades), work that must be performed to other facility/customer infrastructure to accommodate our products, rental of special equipment for delivery and/or installation of equipment, freight costs, any special import/export fees, and any special taxes or duties when applicable.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is an additional cost to the advertised, discounted price for materials and is FOB. Our shipping department has contracted with different carriers and brokers to maintain competitive rates to ship our products throughout the United States, US territories, and Canada. Specialized items may require the customer to arrange freight third party. Suggested freight options will be presented to the customer at the time of proposal and line listed as an additional cost outside the contract purchase total. Our customer service and project management teams coordinate internally with our in-house shipping team and communicate externally to our customers. All customer service and freight operations operate out of our Champaign, IL headquarters. Customers are generally responsible for receiving shipment, inspecting, and providing immediate notice of any damages upon receipt of product. In cases where damage is not immediately noticeable, the product should be fully inspected, and any damages noticed should be reported to us within 24 hours.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We regularly ship to these areas and have ocean/water, land, and air freight options and have specialized freight brokerage services to move small and large freight items to these destinations. For Alaska, deliveries are subject to seasonal freight service availability.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>One element of distribution and delivery that is unique is the additional resources our independent dealer network may provide. Additional customer value may be provided by our dealer network through any of the following: temporary local warehousing/receivable locations, last-mile delivery, shipment receipt and unloading of equipment + inspection of freight, and final turnkey installation/assembly/setup of products.</p> <p>Our comprehensive portfolio of products also offers customers additional package purchasing ability which can help achieve greater price savings (see volume discount section) and the ability to minimize freight and handling costs.</p>	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	d. other than what the Proposer typically offers (please describe).	The pricing discount offered in this proposal is a 5% MSRP discount off Porter & Gill stock/standard products and Porter engineered equipment replacement parts. A 10% discount off list price will be offered on Porter custom engineer-to-order items.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	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.	<p>Our self-audit would include:</p> <ol style="list-style-type: none"> <li>1. Review of all Sourcewell purchase/proposal documents at time of order. Sales staff and dealer sales reps are trained on proper proposal structuring process. Customer service representatives and dealer order management staff are trained on purchase order compliance and reporting procedures. All purchase documents are then forwarded to Sourcewell primary authorized contact (Dalton Shasteen) for initial review at time of sale.</li> <li>2. Quarterly reporting and order accuracy review on Sourcewell coded direct sales as well as review of dealer-interfaced sales. All purchase order documents are reviewed again during this time for accuracy / any changes from point of sale to point of invoicing, including line item sales and member information. Sourcewell's member search database is used as a self-audit check to make sure the member's submitted Sourcewell number matches the online Sourcewell database.</li> <li>3. All Sourcewell invoiced sales and administrative fee charges are reported to company CFO for additional review and verification. Administrative fees are reviewed and then recorded as sales discounts in internal business/accounting system for further recordkeeping purposes. Sourcewell primary authorized contact / contract administrator submits quarterly report to Sourcewell. Administrative fees are submitted to Accounts Payable admin with CFO copied for ACH/check payment to Sourcewell.</li> </ol> <p>3. Annual review by Sourcewell Primary contact of marketing plan for Sourcewell promotion and annual review of pricing upon completion of company MSRP price book implementation exercises.</p>
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Quarterly + Annual review of recorded sales volume. Quarterly review of quoted/proposed volume of Sourcewell opportunity Sourcewell sales reviewed with dealers as part of annual business plan review. Strategies for success discussed with dealer and suggestions feedback to grow Sourcewell sales/offerings received from dealers during this time. Annual dealer award given for Sourcewell "MVP" for excellence in Sourcewell sales during annual sales meeting - annual sales meeting is a time to highlight past year Sourcewell performance with all participating dealerships.</p>
69	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.)	<p>We propose the following payable fee to Sourcewell for administration:</p> <p>\$0-\$100,000 Total quarterly revenue transactions: 2% administration fee.</p> <p>\$100,000+ Total quarterly revenue transactions: 1% administration fee</p>



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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Basketball equipment including, but not limited to: Portable backstops &amp; accessories, wall-mounted backstops and accessories, ceiling mounted backstops and accessories, electric and manual winch hoists, safety devices, height adjustment systems, backboards, goals, outdoor basketball systems and accessories, basketball training accessories.</p> <p>Volleyball &amp; other net sport equipment including, but not limited to: In-ground volleyball systems and accessories, ceiling-mounted systems and accessories, portable systems and accessories, nets, net antennas, winch systems, padding, judge's stands, volleyball sleeves, anchors, and plates, multi-sport net equipment, badminton &amp; pickleball net systems, volleyball training equipment &amp; accessories.</p> <p>Indoor Facility Equipment including, but not limited to: Divider curtains, wall &amp; feature padding, suspended baseball cages, suspended multi-sport &amp; throwing cages, wrestling mat hoist systems, climbing ropes, peg boards and PE equipment fixtures, equipment storage fixtures, gymnasium equipment control systems.</p> <p>Track &amp; Field equipment including, but not limited to: Landing systems and related accessories for high jump &amp; pole-vault, standards, crossbars, and accessories for high jump &amp; pole-vault, raised runways and portable meet equipment, vaulting poles and vaulting accessories, starting blocks, hurdles &amp; accessories throwing implements &amp; accessories including shotput, discus, hammer, indoor weight throw, and javelin, meet management equipment including displays, measuring devices, cameras, timing devices, and other meet infrastructure, training devices for track and field events</p> <p>Track and field installed facility equipment including, but not limited to: Takeoff boards for long jump/triple jump, sand pit forms and covers, circles and toeboards for throwing events, steeplechase equipment, vault boxes, implement barriers, throwing cages for discus, hammer, versacom boxes.</p> <p>Field sport installed equipment including, but not limited to: Football goal posts, padding, and accessories, soccer goals, nets, and accessories, field hockey goals, baseball field equipment including bases &amp; mounds, dugout structures, batting tunnels, foul poles, wall &amp; fence padding, windscreens, and tension netting systems, tennis posts &amp; nets, benches and seating options, seating shelters, portable presbox, other barrier net systems</p> <p>Graphic printing and branded equipment solutions.</p> <p>Service or removal of existing equipment</p> <p>installation/assembly/setup of new equipment.</p>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Basketball equipment, volleyball equipment, indoor gymnasium facility equipment, gymnasium control systems, track and field equipment, track and field facility equipment, baseball venue equipment, football venue equipment, soccer venue equipment, tennis venue equipment, badminton and pickleball equipment.</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 *	Describe
72	Physical education equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Weighted game base standards (net sports), badminton equipment, tehterball equipment, climbing ropes, chinning bar, peg boards, agility dots/cones/poles, other training & agility equipment

73	Adaptive athletic and physical education equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Adaptive products include:  Basketball goal height adjustment units for portable, ceiling and wall mounted competition basketball systems. Heights down to 7ft can be achieved in our newly developed electric extended height adjusters for youth training up to 2nd grade age. 8.5ft goal height can be achieved per junior division wheelchair basketball guidance.  Our multi-sport volleyball net post systems offer adjustability to ground level for sitting volleyball play. Custom length volleyball nets may also be purchased for the specified court length.  Various track and field implements and devices are compatible and approved for use at Paralympics events.	*
74	Individual and team sports equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Track & Field portable/athlete equipment, implements, & accessories including, but not limited to: vaulting poles and vaulting accessories, starting blocks, throwing implements & accessories including shotput, discus, hammer, indoor weight throw, and javelins.	*
75	Coaching equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Volleyball Coach's Stand, Volleyball Target and Spike Challenger, Volleyball Net Trainer, Volleyball Blocking Hands, Height Adjuster, Timer systems, athlete training equipment for coaches and athletes, scorebooks.	*
76	Indoor and outdoor facilities related athletic equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Basketball equipment including, but not limited to: Portable backstops & accessories, wall-mounted backstops and accessories, ceiling mounted backstops and accessories, electric and manual winch hoists, safety devices, height adjustment systems, backboards, goals, outdoor basketball systems and accessories  Volleyball & other net sport equipment including, but not limited to: In-ground volleyball systems and accessories, ceiling-mounted systems and accessories, portable systems and accessories, nets, net antennas, winch systems, padding, judge's stands, volleyball sleeves, anchors, and plates, multi-sport net equipment, badminton & pickleball net systems  Other Indoor Facility Equipment including, but not limited to: Divider curtains, wall & feature padding, suspended baseball cages, suspended multi-sport & throwing cages, wrestling mat hoist systems, equipment storage fixtures, gymnasium equipment control systems.  Track and field removable facility equipment including, but not limited to: Hurdles & accessories, Landing systems and related accessories for high jump & pole-vault, standards, crossbars, and accessories for high jump & pole-vault, raised runways and portable meet equipment,  Track and field installed facility equipment including, but not limited to: Takeoff boards for long jump/triple jump, sand pit forms and covers, circles and toeboards for throwing events, steeplechase equipment, vault boxes, implement barriers, throwing cages for discus, hammer, versacom boxes.  Field sport installed equipment including, but not limited to: Football goal posts, padding, and accessories, soccer goals, nets, and accessories, field hockey goals, baseball field equipment including bases & mounds, dugout structures, batting tunnels, foul poles, wall & fence padding, windscreens, and tension netting systems, tennis posts & nets, benches and seating options, seating shelters, portable presbox, other barrier net systems	*
77	Curriculum, assessment, and training tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our company offers a handful of sport-specific training and rulebook resources.	*
78	Related technology enhanced equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Smart gymnasium user control systems, electronic starting equipment and meet management electronics for track and field events.	*

79	Athletic uniforms, fitness equipment, and event seating solutions provided that they are complementary to a Proposer's offering of products described in Lines 72-78 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Training/fitness equipment that is ancillary and complementary to the specific sports we serve. Portable and fixed seating solutions including player benches and aluminum spectator seating/'tip and roll' bleachers complimentary to the specific sports we serve.	*
80	Installation services related to and in connection with the purchase of equipment and products described in Lines 72-78 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Installation of custom-engineered overhead and fixed equipment.  Installation of in-ground fixtures & equipment for indoor and outdoor athletic facilities.	*

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

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

**Documents**

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

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](#) - Proposed Sourcewell Member Pricing List.pdf - Thursday May 09, 2024 16:04:20
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - Marketing Plan-Promo Examples-Salesforce Training Content.pdf - Thursday May 09, 2024 15:44:33
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - warranty, returns, new account terms documentation.pdf - Thursday May 09, 2024 15:56:13
  - Standard Transaction Document Samples (optional)
  - [Requested Exceptions](#) - Exceptions\_Red Line .pdf - Thursday May 09, 2024 16:12:21
  - [Upload Additional Document](#) - dealer locator list.pdf - Thursday May 09, 2024 16:15:24

## 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. - Dalton Shasteen, National Sales Manager, Litania Sports Group, Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Athletic_and_Physical_Education_Equipment_RFP_050924</b> Tue April 30 2024 08:35 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Athletic_and_Physical_Education_Equipment_RFP_050924</b> Mon April 29 2024 12:05 PM	<input checked="" type="checkbox"/>	1