



**Solicitation Number: RFP#071819**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Liania Sports Group d/b/a Porter Athletic and Gill Athletics, 601 Mercury Dr. Champaign, IL. (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires October 3, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

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

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

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

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

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

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

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

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

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

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

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

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

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

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

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

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

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

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

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

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

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

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

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

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

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

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

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the



remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

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

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

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

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

## 24. CANCELLATION

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

Sourcewell

Litania Sports Group dba Porter Athletic and Gill Athletics

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 9/23/2019 | 4:49 PM CDT

DocuSigned by:  
By: Dalton Shasteen  
9CE01343CE3F437...  
Dalton Shasteen  
Title: National Sales Manager  
Date: 9/28/2019 | 5:25 PM CDT

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 9/23/2019 | 4:22 PM CDT



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

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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: Saturday July 13, 2019 15:43:40

Submitted On: Thursday July 18, 2019 02:50:58

Submitted By: Dalton Shasteen

Email: dshasteen@porterathletic.com

Transaction #: e4e0d995-32fa-49d2-962c-2e2f6027e372

Submitter's IP Address: 38.64.179.2

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## Specifications

### Proposer Identity & Authorized Representatives

| Line Item | Question  | Response *   |
|-----------|---|--|
| 1         | Proposer Legal Name (and applicable d/b/a, if any):   | Litania Sports Group d/b/a Porter Athletic and Gill Athletics  |
| 2         | Proposer Address:   | 601 Mercury Dr.<br>Champaign, IL 61822   |
| 3         | Proposer website address:   | www.litaniasports.com<br>www.porterathletic.com<br>www.gillathletics.com   |
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer): | Dalton Shasteen. National Sales Manager<br>601 Mercury Dr.<br>Champaign, IL 61822  |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):   | Dalton Shasteen. National Sales Manager<br>601 Mercury Dr.<br>Champaign, IL 61822<br>dshasteen@porterathletic.com<br>217-367-8438 ext. 576 |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):  | Matthew Wells<br>Sales Department<br>601 Mercury Dr.<br>Champaign, IL 61822<br>mwells@porterathletic.com<br>217-367-8438 ext. 560          |

### Company Information and Financial Strength

| Line Item | Question   | Response *  |
|-----------|--|---|
| 7         | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Litania Sports Group is presently comprised of two leading sports facility equipment brands -- Porter Athletic and Gill Athletics. Our company mission is to empower coaches with innovative equipment. Corporate headquarters for Litania is in Champaign, Illinois at its newly expanded 225,000 square foot factory and office space. Additional factory and office space is slated to come online by the beginning of 2020 as company staff grows and manufacturing capabilities continue to expand. Our company primarily distributes its products via 500+ team &amp; specialty dealers, national accounts and custom construction dealers/installers in the US. Litania also sells internationally through dealers in most developed countries. Long-term, our goals include -- expanding our family of companies with other top name brands in their respective athletic or facility markets. Gill Athletics was founded in 1918 and has been the top brand in track and field for much of its existence. In more recent decades, Gill Athletics has grown its portfolio of products suited for the outdoor sports construction marketplace and today this equipment is featured in many premier outdoor athletic venues in the world. Porter Athletic, which was acquired by current Litania ownership in 2006, was founded in 1868 and has been a leader in the installed gymnasium equipment industry for decades. -- Innovation in new and existing product lines for our current company brand portfolio is robustly supported by our strengths in product research and development, along with our unique mix of manufacturing capabilities all present at our campus headquarters in Champaign, Illinois.</p> |

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|----|--|--|
| 8  | Provide a detailed description of the products and services that you are offering in your proposal.  | Products covered in this proposal include indoor and outdoor athletic facility equipment items and their associated installation/assembly services (where applicable), strength and training equipment, and other ancillary physical education products and ancillary athletic equipment items that are part of the Porter Athletic and Gill Athletics brands. Porter Athletic primarily serves the sports of basketball and volleyball, in combination with a host of installed athletic facility items (these include gymnasium and field divider curtains, wall padding, baseball cages, wrestling mat hoist storage, floor protection covering systems, protective sports netting, and equipment control systems). Gill Athletics primarily serves the track and field industry as well as the outdoor sports construction market. Gill offers a comprehensive portfolio of track and field product lines (jumps, throws, meet management equipment, landing systems, sprints and hurdles for competitive meets as well as sports performance products and training products for strength, speed, and conditioning that allow athletes to improve their performances. In the sports construction space, Gill Athletics manufactures installed products for track and field facilities (sand pits, field event forms and specialty products, steeplechase, throwing cages) as well as portable track and field facility equipment. Gill Athletics carries a comprehensive portfolio of athletic facility products for the sports of soccer (such as goals, perimeter ball stop systems), baseball (such as bases, foul poles, field padding, and tension net systems), football (field goal posts, field and specialty padding), and tennis (net systems, windscreens). Indoor and outdoor aluminum plank seating is also a component of the Gill Athletics portfolio of products. Finally, Gill Athletics also offers specialty physical education facility products (including wall and ceiling mounted chin-up bars, climbing ropes, etc.) |
| 9  | What are your company's expectations in the event of an award?   | An award outcome would be the second award our company has received, after being awarded by Sourcewell (then NJPA) in 2014. The past 5 years provided beneficial insights regarding the implementation and promotion of our (and our dealers) contract sales system. It allowed our company to implement sales, order, and accounting systems specifically for the sale of our products on (Sourcewell) contract. We also developed sales training and education content for our network during this time. In saying this, our expectation is that we would start the term of this award with systems ready, our company staff up to speed on processes and methods, and our extended network of dealerships largely trained and experienced in contract sales. Our company has identified Sourcewell as a "best fit" organization for our national contract sales initiatives. Our target goal is to grow national contract sales an additional 30% in the next four years (bearing no extreme adverse effects as a result of market conditions or regulatory changes.) We feel our foundation is already in place to meet and exceed this goal. This, combined with Sourcewell's overall growth and current conditions in the cooperative purchasing environment, provide very positive indications that there will be great opportunities for us to better serve those public institutions (members) who have athletic equipment purchasing needs.  |
| 10 | 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.   | Litania Sports Group is a privately owned company. Full disclosure of fully audited financial statements may only be disclosed to inquiring, qualifying organizations with signing of a disclosure and confidentiality agreement. Due to the public nature of this response, such information cannot be provided as part of this submission.<br><br>Our company is well capitalized and maintains a generous credit line with one of the top 50 banks in the United States. We routinely operate with excess capacity on our line of credit and have ample access to additional fixed term financing.  |
| 11 | What is your US market share for the solutions that you are proposing?   | Most of the companies that operate in our market spaces are privately held companies and do not publicly report detailed information. However, we estimate our market share in various sectors of the markets we occupy range from 25% market share to 40% market share (with market share much greater in select spaces of certain markets).  |
| 12 | What is your Canadian market share, if any?  | Again, there is little public information reported for our marketplaces. Market share for the Porter Athletic brand in Canada is estimated at approximately 10-15%. Gill Athletics Canadian market share is estimated at approximately 20%. (Both marks are primarily achieved through dealership sales to top-level facility customers with competition requirement needs- FIBA, IAAF, etc.)  |
| 13 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | N/A  |
| 14 | 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.<br>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?<br>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? | Our company is best described as a manufacturer. Porter and Gill brand sales are primarily driven by 500+ team & specialty dealers, national accounts and custom construction dealers/installers in the US. Litania also sells internationally through dealers in most developed countries. Some dealerships receive certain exclusivity agreements with our company based on the products and services they are capable to deliver. Our company's dealer network organizations operate independently as third party entities.   |

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| 15 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | No formal licenses or certifications are required to be held by our organization.   |
| 16 | Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.   | N/A.  |
| 17 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.  | Indoor sports construction equipment. Outdoor sports construction equipment. Indoor athletic facility equipment. Outdoor athletic facility equipment. Sports performance / training equipment. Basketball equipment. Volleyball Equipment. Track & Field Equipment. Soccer facility equipment. Baseball facility equipment. Football field equipment. Field sports facility equipment. Physical education facility equipment. |

### Industry Recognition & Marketplace Success

| Line Item | Question   | Response *  |
|-----------|--|---|
| 18        | Describe any relevant industry awards or recognition that your company has received in the past five years   | in 2014 our Gill Athletics brand was announced as an NFHS (National Federation of High Schools) Corporate partner for track and field. In 2016, the Gill Athletics brand was selected as the official supplier of the NCAA indoor and outdoor track and field championships. Athletes compete on Gill equipment in all Division I, II, and III indoor and outdoor championship meets. Litanian Sports Group was honored in 2017 by the Champaign County Economic Development Corporation at their annual Innovation Celebration event as the Longevity award winner for sustained success as a direct result of continued innovation over many years. |
| 19        | What percentage of your sales are to the governmental sector in the past three years   | 10%-15% annual average. These sales are primarily to parks and recreations departments.   |
| 20        | What percentage of your sales are to the education sector in the past three years  | 75%-80% annual average. 65%-70% K-12 education. 10%-15% Higher Education.   |
| 21        | List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | TIPS. Annual sales volume <\$50K (not heavily promoted). No state contracts held by our company. Select dealership accounts hold a handful of state contracts- sales volume unknown. Most dealerships have leaned on our current Sourcwell contract because of customer familiarity with it and the fact that our company manages administration of purchases.  |
| 22        | List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?                             | No GSA Contracts currently held.  |

### References/Testimonials

Line Item 23.

| Entity Name *                    | Contact Name *   | Phone Number * |
|----------------------------------|--|----------------|
| Haldeman Homme (Dealership)      | Kyle Saewert   | 630-812-0019   |
| University of Illinois           | Eric Vetter  | 217-333-0534   |
| Glens Falls City School District | Ken Chester (Reference from Kevin Valder- Porter Dealer) | (518) 761-6104 |
| Univ of Alabama-Birmingham       | Kurt Thomas  | (205) 910-2183 |
| UNCW Purchasing Specialist       | Amanda Rose  | 910-962-4249   |

## Top Five Government or Education Customers

**Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

| Entity Name                      | Entity Type * | State / Province * | Scope of Work *   | Size of Transactions *   | Dollar Volume Past Three Years * |
|----------------------------------|---------------|--------------------|---|--|----------------------------------|
| University of Minnesota          | Education     | Minnesota - MN     | Multiple scopes for Athletes Village projects. Track and field facility equipment upgrades.           | Transactions ranging from \$10K to \$70K in size.  | \$332,242                        |
| St. Cloud Area School District   | Education     | Minnesota - MN     | Athletic facility equipment for school gymnasium construction. Track construction equipment.          | Releases of athletic facility equipment construction totaling \$224,700 (including installation). Track construction equipment order totaling \$3,853                | \$228,553                        |
| Warren County Parks & Recreation | Government    | Kentucky - KY      | Athletic facility equipment, primarily designated for construction of 2 new athletic facilities.      | 2 gymnasium projects at \$105,986 each.  | \$211,972                        |
| Collierville Schools             | Education     | Tennessee - TN     | Athletic facility equipment items primarily for new Collierville High School facility.                | Multiple releases of equipment buyouts primarily to support newly constructed high school facility. Buyout releases ranging between \$10,000 and \$120,000 in value. | \$208,332                        |
| City of Birmingham               | Government    | Alabama - AL       | Track and Field facility equipment Items for Birmingham Crossplex Facility (Active Sourcewell member) | 10+ transactions ranging in value between \$368 and \$36,708. Average transaction size was \$7,300.  | \$123,300                        |

## Ability to Sell and Deliver Service Nationwide

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

| Line Item | Question                                      | Response *   |
|-----------|---|--|
| 25        | Sales force.                                  | Litania Sports group deploys a divisional sales structure and tactical plan for both Gill Athletics and Porter Athletics brands. Both brands directly employ divisional sales staff focused on core markets & customers for each brand. Porter athletic employs 6 sales staff focused on sales and business development activities- the #1 initiative is to develop, support, and grow sales through our dealership channels. Gill Athletics employs 6 sales staff with similar focus. Select staff focus on specific markets (college, sports construction, etc.). Gill has also positioned a small network of brand liaisons in the United States and in Europe for promotion and support of Gill products in the sport of track and field. At the corporate level, strategic sales plans are driven by VP Sales & Marketing leads who position our brands at the center of two market types- team sports and sports facility construction. Our sales specialists and sales managers travel both domestically and internationally to visit dealers, end users, and trade shows/conferences in order to promote and provide product expertise. Sales for both brands are achieved largely through our independent dealers channels.   |
| 26        | Dealer network or other distribution methods. | Gill and Porter brands distribute products through a network of 500+ independent dealers and distributors throughout all 50 states (including Hawaii & Alaska) as well as most developed countries internationally. These sales channels include national and regional team sports accounts, indoor and outdoor sports construction and installed facility product specialists, e-commerce accounts, maintenance and service specialists, and sport specialty accounts. Many of these accounts sell complimentary products in team sports or sports facility construction markets that further strengthen the dealer's total package of offerings. Our top 20% of dealer organizations that account for 80%+ of our sales dedicate between 20%-95% of their focus on sales of our brands, depending on the makeup and model of that particular dealer organization. Our leading account performers for Sourcewell sales over the past 5 years have been our Porter sports construction sales and installation dealer partners, followed by track and field sport specialty accounts. Our Porter sports construction accounts include approximately 100 reps representing 25 distributors covering all 50 states. The majority of our company's "big ticket" sales are driven through these sports construction accounts. |

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| 27 | Service force.   | Litania employs a small field service team that can be deployed for service work or installs when necessary. Typically this crew provides service and installation services for specific specialty items. Our company also employs a full-time customer service team of 6 for standard products that require basic assembly and maintenance and a project management team of 4 that cover installed products. These departments can field various product-related questions, connect customers to another factory technical representative, or introduce them to a service dealer located in their area. Preferably, our dealer network coordinates and administers the installation and service contracts. Our sports construction network specifically specializes in the maintenance, service, and installation of our most intricate products. This is an area where we hope to grow our offerings to Sourcewell members for maintenance and service inspection needs.  |
| 28 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | As previously mentioned, our company employs a 6-person customer service team for things ranging from directing customer calls, to entering and managing orders for products requiring basic setup and assembly, to coordinating shipments, and troubleshooting basic customer questions and problems. Our customer service department has a toll free number with a phone system guaranteeing that an inquiring customer or dealer will always get a live representative between the hours of 7:30am-5:00pm CST. In addition, our project management team of 4 provides similar coverage for products that require advanced installation and maintenance (typically performed by an authorized dealer/installer.) Both our brands also have "informational inquiry" email addresses posted on our websites which are managed by customer service or technical representatives. Response time goals for email inquiries are typically within 24 business hours (Monday-Friday). A customer service manager directly oversees our customer service team to support needs and ensure timely responses. An operations manager oversees the project management team to do the same. |
| 29 | Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.   | None. Our brands are available and represented by our dealer network in all 50 states, including Hawaii and Alaska. Both brands are represented through most Canadian provinces as well with authorized installers (where applicable) located in range of metropolitan locations and heavily populated areas.   |
| 30 | Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | None. There will be no limitations to this effect.  |
| 31 | Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.  | There are no specific requirements or restrictions for members in offshore locations. We ship internationally on a regular basis. Similar to our domestic shipping requirements, freight is an additional cost to the advertised, discounted price for materials and is FOB. At Litania, our shipping department has contracts with different LTL carriers and maintains relationships and ongoing competitive rates to ship our products from our factory docks in Champaign, IL. Dealers and customers do have the option do freight by third party or by prepaid & add. We also work with many regional carriers in the instances where some of our LTL carriers' destinations are in non-serviceable areas.   |

**Marketing Plan**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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|-----------|---|---|
| <p>32</p> | <p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p> | <p>See attached supporting marketing plan and materials-</p> <p>Our marketing strategy for promoting this contract opportunity is multi-faceted, and 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>The first tactical piece of our marketing strategy is print media and catalogs. Our company direct-mails more than 100,000 catalogs for our brands annually to schools, athletic directors, and coaches. In 2014, our catalogs began consistently promoting the benefits of Sourcewell (then NJPA) as a purchasing option for our customers (see materials attached). Our direct sales/marketing force and our dealer network also distribute thousands of catalogs annually at trade shows and direct customer interactions.</p> <p>While not all print media and advertisements specifically promote Sourcewell, we do feel part our Sourcewell marketing strategy is to target the types of customers who Sourcewell aims to serve. Thus it's important we reach these audiences with our overall brand/product messaging and value propositions. Recent print publications and content featuring major brand advertisement 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). Recent brand campaigns include Porter brand - "We Do Impossible" and Gill brand- "Quality, Dependability, Innovation." We feel the product qualities, catered solutions, and premier service we promote and aim to offer customers aligns closely with Sourcewell's mission to over-serve its members.</p> <p>Trade Show, Events, and Training have undoubtedly been our most successful marketing tactics in promoting Sourcewell over the past 5 years. Because our sales are largely driven through our dealer network, our efforts began 5 years ago by educating dealers about Sourcewell, how to market and educate customers, as well as contract selling methods. We have offered training on Sourcewell to our Porter sales and installation dealer partners twice annually for the past 5 years at our hosted dealer training events. This will continue bi-annually each year. We have also hosted a contract manager at our Porter National Sales Meetings 4 of the past 5 years and have provided him opportunities to deliver and reinforce Sourcewell's message (including the rebrand launch this past year). We have also provided Sourcewell training to Gill Athletics Track Specialty dealers through their training curriculum and will continue to do so. Educating our sales network and leveraging their reach to share their success stories with customers has been one of our most effective efforts.</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. 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 plan to launch revamped B2C websites for both brands in early 2020. Part of our target in this build-out is to promote partnerships. There should also be opportunities to better promote purchasing options like Sourcewell on our new websites with page info. We have also found Sourcewell's vendor page info to be supportive of our marketing and sales efforts (we are contacted 4-5 times/month by folks finding our info from our Sourcewell vendor page)- so targeting more content to host at that source would be another marketing goal for us.</p> |
| <p>33</p> | <p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>  | <p>Both our brands make use of social media. Our Gill Athletics brand maintains strong engagement with coaches, athletic directors, and other owner influencers (and athletes) through very active brand promotion on Twitter and Facebook. Meanwhile LinkedIn is used for B2B targeting and customer education. Porter Athletic primarily targets our dealer channels to support their social media efforts-funneling content for those businesses to promote to B2B customers and influencers such as architects, school officials, and park and recreation decision makers. Education-based content is at the core of our Porter Athletic messaging. We have used other digital content links and media (articles, videos, etc.) to share our customer stories and create influence. In the past two months we have begun transitioning social media strategy to new marketing department roles that have been established at our company- this is opportunity for us to expand our messaging further as well as create and promote content that educates customers about Sourcewell purchasing. Many of our established social media followers are customers or have customers who can benefit from Sourcewell purchasing.</p>  |

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|----|---|--|
| 34 | 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>My perception of Sourcewell's role is that a multi-faceted approach is taken. Market awareness and education are two key factors that I see play in the success of a purchasing cooperative- I think Sourcewell does both of these things well through website and digital presence, trade show promotion, and regional educational events. Our contract manager has previously shared other success stories and strategies with us that have been insightful/educational. We also had a representative attend H20 summit early on in our current contract term so that we could capture insights from others at the start of our Sourcewell journey. 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 customers calls.</p> <p>Our situation of a Sourcewell contract in the future is more an expectation from our sales network than a matter of integrating it into our sales process. Many dealers have adopted comparable sales processes that integrate Sourcewell into their customer conversations. Generally speaking, this usually involves forming a customer relationship, defining the customer's needs, aligning solutions to those needs, and then introducing Sourcewell as an avenue to procure the customer's need. Still, there are efforts we must continue to make to strengthen use of Sourcewell in our sales process. As previously described, training our dealer network on Sourcewell is an extremely important initiative. We do this through bi-annual sales trainings and sharing of success stories and best practices at events like our National Sales Meeting. We also keep our internal sales staff up to speed and continue building content to help explain the sales proposal process to our network- in the past two years we have developed new sales proposal templates to share with those in our network who may not be confident to develop their first clean Sourcewell proposal on their own. Our internal sales team has also completed a sales systems training over the past 2 years. Sourcewell introductions are naturally integrated into our developing sales system and processes (Sandler Method) and our internal sales reps are now coaching select reps in our dealer network using this system as a foundation.</p> |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>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 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 through our dealer network channels.</p>  |



## Value-Added Attributes

| Line Item | Question  | Response *   |
|-----------|---|--|
| 36        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.   | Our dealer network and their installers typically provide equipment operation/maintenance training on site upon completion of installation (typically part of purchase contract as an included service). We are continuously adding to our YouTube video collection of product-specific operation guides and tutorials (free customer/member access). We also have customer service reps, product specialists, and field service personnel trained to answer questions or troubleshoot our product lines (training/support typically free within first year of purchase/warranty).   |
| 37        | Describe any technological advances that your proposed products or services offer.  | <p>One service we offer is custom graphic printing on many of our products (available as a purchase add on contract). This in-house technology and capability enables us to offer thousands of possibilities for customers to personalize and brand their organization's identity on their athletic equipment for a competitive price with an efficient lead time. Many other competing manufacturers can offer printing, but are required to outsource the process making it more costly and resulting in longer lead times.</p> <p>We have also substantially grown our gymnasium equipment control products/solutions drastically in the past 5 years. We have industry-leading control systems that are capable of drastically reducing a customer's equipment turnover/setup time-- which can provide substantial long-term savings in facility operations costs. Select control systems are available to tie in to facility wifi network for untethered control, and select systems can also control other auxiliary devices in the gymnasium (certain safety restrictions apply.)</p>   |
| 38        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | Many of our products carry marked 10%-25% post-consumer recycled content ratings. Being that many of our products are provided to schools, we are selective about the materials/finishes used on products. Nearly all our products that receive paint go through a low emitting powder-coating process (vs. a wet-paint process). We do not use any wood products that contain urea-formaldehyde.  |
| 39        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | N/A. Many of our products consist of several individual assembled components that are derived from a variety of processes and sources.   |
| 40        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | N/A  |
| 41        | What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?  | <p>One of our unique attributes is the comprehensive portfolio of indoor and outdoor athletic equipment products we can offer as one company under one contract through two industry leading brands. Beyond Sourcewell's leverage on behalf of its members, this will allow members to further stretch their buying power and maximize efficiency of the purchasing process by purchasing packages of equipment under one contract versus multiple.</p> <p>We also include service and installation packages/options as part of our contract proposal. Members can receive turnkey solutions through our contract, versus solely procuring materials through Sourcewell and then relying on other means of contracting installation or select services.</p> <p>Market data supports that our company is one of the most specified, and highly-preferred custom engineered athletic facility equipment brands in the industry. Our Porter brand "specification rate" on new construction projects nationally is 72%. Our next closest competitor by volume is specified at a rate of 48% (Dodge Data &amp; Analytics). While other factors beyond specification rate tend to affect market share and ultimate buying decisions (i.e. low price), specification rate data tends to indicate in new construction that owners and architects overwhelmingly prefer our brand of equipment over competitors.</p> <p>We also include our authorized specialty dealer networks to be one of the greatest strengths of our offerings. We make every effort to partner with dealer companies who exhibit long-term success in serving customers throughout their territories, as well as striving to continuously improve their product knowledge and overall effectiveness working with our company. We consider our dealers to be our partners in business.</p> |
| 42        | Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.  | We currently have dealers, customers, and industry partnerships in Canada and are willing to establish Canadian member pricing during this contract period. Our company also employs an international sales manager to support this business.  |

## Warranty

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 43        | Do your warranties cover all products, parts, and labor?   | Yes. Our warranties cover all products, parts, and labor for material defects and factory workmanship for 1 year from the time of product shipment. Installed products for new construction products provide a 1 year warranty from the time of the project's substantial completion date. For most products with warranties beyond 1 year, material defect is covered for the remainder of the warranty period.  |
| 44        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?  | Our warranties cover many different products. Every product has a warranty restriction for unintended use of the product or damages resulting from vandalism or acts of God. Also, there can be instances in which a warranty is denied based on items that were incorrectly installed by a third party (especially unauthorized 3rd parties). We evaluate each warranty claim and do everything possible to please the end user.   |
| 45        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?  | Our warranties do not cover back charge expenses of mileage and/or travel time for repairs performed by a third party. We actively evaluate our network's service and installation staffing to ensure accessible, qualified technician coverage availability as best as possible.   |
| 46        | Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? | Our network provides regional technical repair/warranty/service coverage throughout the United States (including locally deployed service in Hawaii) and most major areas of population in Canada, for most technical products. In Alaska and parts of Canada, there can be a longer lead time for setting up a service visit, depending on the scheduling, weather, and availability of the dealer's subcontractors or field crews. Select specialty items or obscure instances related to product or territory may require the deployment of our internal field service team. In rare and extreme cases, such as basic repairs/modifications being required on products in far lands (i.e. eastern countries), our internal field service team has been able to provide phone, web, or video-based instructional guidance to a technical representative (electrician, mechanic, installation professional, etc.) to make appropriate product corrections. Guided testing procedures are then typically instructed by our team and a warranty repair sign-off is provided by our company in those instances. |
| 47        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?   | Some products in our proposal made by other manufacturers are covered under our own warranties. A few select, installed product warranties are ultimately passed through to the original equipment manufacturer. However, in these instances the repair or modification is typically performed by an authorized third party and associated costs are managed by our company. Our #1 goal is always to make sure the customer's issue is resolved first and foremost.  |
| 48        | What are your proposed exchange and return programs and policies?  | All returns must be authorized. All product returns must be accompanied by a "Return Merchandise Authorization" (RMA) number. An RMA number may be received by calling our toll-free phone number before returning any products. Customer is to write the RMA number on product packaging and shipping paperwork. Return to: 601 Mercury Drive, Champaign, IL 61822. A return must be received within 30 days of RMA issue date. Items returned without defect, in new condition, will be refunded minus shipping costs and a 20% restocking fee. Full credit, including freight if applicable, will be issued for defective or warranty returns. Custom manufactured products may not be returned for credit.  |
| 49        | Describe any service contract options for the items included in your proposal.   | Our company does not currently offer direct service contracts to our customer base for any of the items in our portfolio.   |

## Payment Terms and Financing Options

| Line Item | Question   | Response *  |
|-----------|--|---|
| 50        | What are your payment terms (e.g., net 10, net 30)?  | Customers may submit purchase orders directly to our company through our customer service department or through their local dealer/distributor in our network. For public agencies, we provide net 30 day payment terms. Large ticket purchases may require a credit application to be completed. In most cases, our dealers will also provide net 30 day terms.  |
| 51        | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?  | Our company does not currently promote leasing programs or directly provide specific financing options to schools and governmental agencies, although we are familiar with and have seen a handful of our customers (i.e. parks and recreations agencies) make purchases with financing through entities such as National Cooperative Leasing that can provide municipal financing to public agencies.  |
| 52        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. | <p>Purchase Order process can be administered in two ways:</p> <ol style="list-style-type: none"> <li>1. Soucrewell member can issue a PO directly to our customer service department.</li> <li>2. Dealer/distributor will accept the purchase from the Sourcewell member and submit a Dealer purchase to our company customer service department to begin our order process.</li> </ol> <p>* Our website has a dealer locator based on state, as well as zip code to verify if a dealer is a part of our authorized network of distributors.</p> <p>Established internal processes and systems already exist to process Sourcewell purchase orders directly and through our dealer network. Dealers, when accepting and submitting purchase orders for Sourcewell, provide appropriate documentation (member purchase order, member number etc.) for our record keeping and auditing records. this info is stored in a file management system used for our orders. Orders are also coded accordingly within our business system. Custom SQL reports exist to query those orders, review documentation in our file management program, and compile quarterly reports for submission to Sourcewell. All members/member numbers are audited once more by our company's administrator through the Sourcewell member directory search during completion of quarterly reports. Accounting books are also noted accordingly during this time.</p> |
| 53        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?  | We do not currently accept P-card procurement and payment process but are interested to learn more.   |

## 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 *   |
|-----------|---|--|
| 54        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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 pricing basis for both brands is primarily a published price-book structure with retail pricing listed in catalogs and on our website for customers. Custom engineer-to-order items are priced based on certain parameters and conditions specific to the job. Pricing is reviewed and updated annually (typically October 1 of each year- 2020 pricing would be launched October 1, 2019.)  |
| 55        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | The pricing discount offered in this proposal is a 5% discount off published catalog retail price. Pricing is updated annually on October 1st each year.   |
| 56        | 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 \$25,000 in value (U.S dollars). Volume discounts are subject to review.  |
| 57        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | <p>Our company primarily aims to over-serve Sourcewell members by focusing on the broad range of products and services that are offered in our immediate product portfolio. As a vendor, we would be willing to offer the following added services and value to your members through our dealer network on custom-equipment options:</p> <ol style="list-style-type: none"> <li>1. Provide product recommendations, (good, better, best scenarios)</li> <li>2. Provide written specifications, based on customer's facility needs/design</li> <li>3. Assist dealer with accurate, competitive quoting of turn-key materials/installation service</li> <li>4. Can help facilitate extended warranties and inspection service plans on certain custom products</li> </ol>  |
| 58        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Our company aims to offer all elements of a turnkey service/solution in our proposal through our turnkey dealer channels, including product installation/setup costs, existing product service, and removal of existing equipment. Items that are not captured in this proposal but may infrequently be a requirement to complete performance of work include professional structural/civil engineering services and wiring/setup of electrical power for operable equipment. Both of these services should be contracted and performed by a licensed professional in accordance with all codes.   |
| 59        | If freight, delivery, or shipping is an additional cost to the Sourcewell Member, 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. At Porter, our shipping department has contracts with different LTL carriers and maintains relationships and ongoing competitive rates to ship our products from our factory docks in Champaign, IL. Dealers and customer do have the option to arrange freight by third party or by prepaid & add. Our procedures are that an accurate shipping address and phone number (with appropriate contact person) be on the PO at the time the PO is submitted to Porter, either from a dealer or direct through a Sourcewell member. We also work with many regional carriers in the instances where some of our LTL carriers' destinations are in non-serviceable areas. Our shipping department, if not instructed to ship third party, will always look for the best possible freight cost option for our dealers/customers. |
| 60        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | We ship regularly to these areas. There are no special programs specific to Alaska, Hawaii, or Canada  |
| 61        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | One element of distribution and delivery that is unique in our proposal is that channels of our dealer network specialize in turnkey services (sales, project delivery, & installation.) Our factory headquarters and main warehouse are all located under one roof in Champaign, IL, so dealers and members both can leverage the benefits of shipping a package of indoor and outdoor athletic equipment products from a single source location. When applicable, this provides cost-savings in a number of fashions. Select specialty products will ship from secondary locations but freight and delivery arrangement are treated and managed for those products just as they are managed from our headquarters location.  |

**Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                          | Comments   |
|-----------|---|--|
| 62        | d. other than what the Proposer typically offers (please describe). | Our company proposes to offer members a 5% discount off published retail catalog price list. Please see pricing and delivery responses for additional volume discount information. |

**Audit and Administrative Fee**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 63        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.   | <p>If awarded a contract, our self-audit program will include:</p> <ol style="list-style-type: none"> <li>1. Quarterly reporting on Sourcewell tagged direct member shipped sales as well as review of inbound sales. Member search self-audit against member number provided to confirm the entity is a registered Soucrewell member.</li> <li>2. Quarterly reporting on Dealer tagged Sourcewell transaction shipped sales as well as review of inbound sales for verification that correct documentation and information has been submitted for our workflow records. Member search self-audit against member number provided to confirm the entity is a registered Soucrewell member.</li> <li>3. Annual FY review of marketing plan for Sourcewell promotion</li> <li>4. Annual Dealer COI audit</li> </ol> |
| 64        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Our company proposes a 1% payable fee on sales of all products, services, and installation work available on and sold through Sourcewell contract. We base this on the nature and size of our business, our expectations for future performance and volume of contract sales, our continuing commitment to Sourcewell as a leading cooperative purchasing solution, and scope of our offerings on contract.  |

**Industry Specific Questions**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 65        | 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.   | We measure both quarterly and annual inbound sales as well as shipped sales over time (we have 5 years of current history that could be built upon). We measure the monthly and annual number of inbound email/phone inquiries directly from members to our company about Sourcewell solutions. We are also currently able to drill/filter down to historical Sourcewell flagged quote activity to measure the total value of opportunities being pursued. We also have the ability to survey our dealer network for qualitative feedback.   |
| 66        | Do you have an on-line purchasing portal? If so, please describe your online ordering process, purchase approvals/tracking, payment options, reporting and monitoring (For example, can a member track spending by staff members, can a member put limits on purchases, can a member be invoiced, etc.) | Our brands deploy typical B2B purchasing/order account portals that measure total account sales. However, nearly all our sales are completed through our dealer network rather than as direct purchases through our company. Therefore, our primary sales and service strategy is not as conducive to deploy a more traditional public agency direct online purchasing portal.   |
| 67        | Describe any curriculum or lesson plan materials that you offer related to the equipment or products included in your proposal.   | Much of our dealer network receives opportunity for bi-annual training to help educate them on the products in this proposal so that they may more effectively educate members. Our network provides 20-30 architect lunch and learns annually to educate on our products and inform architects of non-traditional construction procurement/delivery methods via Sourcewell as a means to enhance the services available to their clients. We have published a number of industry white papers and also publicly share operating manuals and instruction guides on our websites for customers to reference.  |
| 68        | How does your offering complement, assist, or provide value to improving health and activity initiatives?   | Our indoor and outdoor athletic facility equipment products directly benefit athletes, park and rec members/users, school children, and others who make use of the public athletic spaces we serve. Hundreds of thousands of people play, compete, and train on our products throughout the world each year.   |
| 69        | How does your offering address member's needs for safety and well-being for participants?   | All our products are designed, manufactured, and installed with user/occupant safety as a leading initiative. Whether it be a wall pad solution, a high jump landing system, a pole vault protective vault box collar, or a professionally tested mechanical/structural safety device on a piece of installed equipment, we invest tirelessly in solutions to raise the bar of safety in our industry. Some of our products, such as wall padding, safety/barrier netting systems, high jump/pole vault landing systems, and safety arrest devices for installed equipment exist solely to protect those engaging in athletic play or competition. |

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

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

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

**Documents**

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

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

- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Sourcewell Marketing Supporting Content\_Litania.pdf - Thursday July 18, 2019 02:08:23
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - 2019 Porter Gill Price Sheet.xlsx - Thursday July 18, 2019 02:07:03
- Additional Document (optional)

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

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

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

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

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

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_3_</b><br><b>Athletic_and_Physical_Education_Equipment_and_Supplies_with_Related_Accessories_RFP_071819</b><br>Fri July 12 2019 02:18 PM | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_2_Athletic and Physical Education Equipment and Supplies with Related Accessories_RFP_071819</b><br>Wed July 10 2019 02:53 PM            | <input checked="" type="checkbox"/>                                | --    |
| <b>Addendum_1_ Athletic and Physical Education Equipment and Supplies with Related Accessories_RFP#_071819</b><br>Tue July 2 2019 03:37 PM           | <input checked="" type="checkbox"/>                                | --    |

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

THIS AMENDMENT is by and between **Sourcewell** and **Litania Sports Group d/b/a Porter Athletic and Gill Athletics** (Vendor).

Vendor was awarded a Sourcewell Contract for Athletic and Physical Education Equipment and Supplies with Related Accessories effective September 28, 2019, through October 3, 2023, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance, Subsection A. Requirements, Item 5 Professional/Technical, Errors and Omissions, and Miscellaneous Professional Liability of the Original Agreement is deleted in its entirety.

**Remainder of page intentionally left blank.**

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

By: Jeremy Schwartz  
Authorized Signature  
DocuSigned by:  
C0FD2A139D06489...

Jeremy Schwartz  
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 1/28/2021 | 11:07 AM CST

**Litania Sports Group  
d/b/a Porter Athletic and Gill Athletics**

By: Dalton Shasteen  
Authorized Signature  
DocuSigned by:  
9CE01343CE3F437...

Dalton Shasteen  
Name – Printed

Title: National Sales Manager

Date: 1/28/2021 | 10:26 AM CST

**Sourcewell-APPROVED:**

By: Chad Coauette  
Authorized Signature  
DocuSigned by:  
7E42B8F817A64CC...

Chad Coauette  
Name – Printed

Title: Executive Director/CEO

Date: 1/28/2021 | 11:15 AM CST