

**MASTER AGREEMENT #092325****CATEGORY: Open Air Structures with Related Equipment and Services****SUPPLIER: ICON Shelter Systems, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ICON Shelter Systems, Inc., 1455 Lincoln Ave., Holland, MI 49423 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 7, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #092325 to Participating Entities. In Scope solutions include:
- a. Open air structures, such as pavilions, gazebos, shelters, band shells, amphitheaters, walkway covers, shade structures, transit stops, and dugouts; and
- b. Complimentary equipment, accessories, and services related to the solutions described in subsections 1. a. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **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.

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

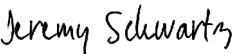
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcwell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcwell

ICON Shelter Systems, Inc.

Signed by:



C0FD2A139D06489...


By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/6/2025 | 10:05 AM CST

Signed by:



FEBF83B43C1E450...

By: _____

Sean Schmeiser

Title: Sales Manager

Date: 11/6/2025 | 7:34 AM PST

RFP 092325 - Open Air Structures with Related Equipment and Services

Vendor Details

Company Name: Icon Shelter Systems, Inc.
1455 Lincoln Ave.
Address: Holland, Michigan 49423
Contact: Sean Schmeiser
Email: sean@iconshelters.com
Phone: 616-900-9573
Fax: 616-396-0919
HST#:

Submission Details

Created On: Thursday September 04, 2025 13:01:14
Submitted On: Tuesday September 23, 2025 14:00:02
Submitted By: Sean Schmeiser
Email: sean@iconshelters.com
Transaction #: 9fdfe48e-0410-4c15-90bc-d69fd9cad938
Submitter's IP Address: 147.243.245.235

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	ICON Shelters, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	ICON Shelters Inc.; ICON Shelter Systems Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	D6T8VKKGVK11	*
5	Provide your NAICS code applicable to Solutions proposed.	332344 - Prefabricated Metal Building and Component Manufacturing	
6	Proposer Physical Address:	1455 Lincoln Ave. Holland, MI 49423	*
7	Proposer website address (or addresses):	www.iconshelters.com	*
8	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):	Sean Schmeiser Sales Manager 1455 Lincoln Ave. Holland, MI 49423 sean.schmeiser@iconshelters.com 616-900-9573	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sean Schmeiser Sales Manager 1455 Lincoln Ave. Holland, MI 49423 sean.schmeiser@iconshelters.com 616-900-9573	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eric Pelak General Manager 1455 Lincoln Ave. Holland, MI 49423 eric.pelak@iconshelters.com 616-396-0919 ext. 10630	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>ICON Shelter Systems is a steel fabricator that specialized in park shelters, gazebos, and open-air pavilions. Icon strives in the custom work and craftsmanship to provide unique and useful structures, shelters, and shade for Landscape Architects and park departments throughout North America. ICON has been turning imagination into shade since 2004. Our mission is to create an experience with every shelter by creating unique spaces for communities, schools and businesses can gather outdoors. Icon provides a turn-key product from the preliminary consulting and design reviews to in-house engineering and fabrication before utilizing our partner powder coater, B.L. Downey to apply a durable E-coat/ Powder coat finish on every steel frame member. This allows for a completed product to arrive at the jobsite, ready to assemble, like a giant erector set. Icon was established in 2004 by creative industry experts in Holland, Michigan. The mission of ICON is leadership by innovation. Our commitment to customer relationships, personalized design services, and in-house engineering and manufacturing processes empower us to transform our customers thoughts, dreams, and ideas into the most iconic shelter experiences in the world.</p> <p>At Icon, we believe in leadership by innovation. Early on, we knew it would take something extra to stand out in a market dominated by companies with long track records. Success would be based on a commitment to being the best at what we do, finding new idea, products, and processed to bring a community together through shade.</p> <p>Since 2004, ICON has achieved a long list of firsts in the industry.</p> <ul style="list-style-type: none"> • One-foot increment sizing (2004) • Clock Towers (2004) • Architectural motif: Craftsman Series (2005) • Pedestrian Bridges (2006) • Park shelters with integrated plant trays on roof: Live Shade Series (2009) • Powder coating finish ISO certified (2010) • Two-story shelter with viewing platform: Vista Series (2013) • Retro-Industrial shelters: IRONWORKS (2014) • Bench swing integration on shelter: Icon Swing! (2018) • Modular Shelter Designs: Kaleido (2025) <p>ICON has an office and manufacturing facility in Holland, MI. We have a workforce of approximately 50 team members. We work through a network of independent representative agencies to spread ICON's coverage and product across the US and Canada. We are currently represented by 25 exclusive representative groups and over 30 with open distribution. We work to keep all representatives up to speed on the ICON product knowledge to help provide accurate information out in the field. We staff inside sales supports and engineering technicians that are trained on our product to give quick, accurate information on the front end of an order, we have multiple checks through our process to help produce a quality product from start to finish. Icon is always ready to help at any point through the project.</p> <p>In 2021, ICON Shelters was acquired by PlayCore, a health and wellness company that designs, manufactures, and markets a wide array of play and recreation products for communities across North America.</p>	*
12	What are your company's expectations in the event of an award?	Icon Shelter Systems will utilize Sourcewell as a resource to help eligible members bring shelters, shade and unique, custom solutions for their local communities and park settings. As a company, we anticipate increasing sales through the benefits of Sourcewell to become the standard for park shelters domestically and internationally. We will work with all non-members to sign up and explain the advantages of the Sourcewell membership. For all members, new and existing, we will strive to provide great customer service and quality products that will help turn any design or imagination into a reality with unique and useful structures. Outside of the customers, ICON would use Sourcewell to partner program such as CMAS where we have opportunities to grow business in California in parks and recreation as well as schools.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Financial Strength documents attached by our parent company: PlayCore. See attachment section.	*
14	What is your US market share for the Solutions that you are proposing?	Our US market share ranged between 96% - 98% in the last 3 years of business. We have representatives across the United States that are available to answer any request, question, and help through the overall process with ICON. ICON has fulfilled shelter requests and design consultations for parks and recreation, residential, private developments, and schools. With a prefabricated solution, ICON will see 20-35% of the market share with similar product competitors.	*

15	What is your Canadian market share for the Solutions that you are proposing?	ICON's Canadian market share has been growing slower than our United States market. This sector ranges from 2%-4% of total ICON sales over the last three years. We work representatives to cover every province in Canada. The demand in Canada is growing to have a complete system from engineering to fabrication compared to site-built solutions. In Ontario, ICON sees anywhere from 25%-33% in market share with competitors selling a similar product.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	The proposer confirms that neither the Proposer nor any Responsible Party has been involved in any bankruptcy proceedings within the past seven (7) years.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ICON Shelter Systems is a manufacturer of steel park shelters, gazebos, and open-air pavilions. ICON operates through a network of over 30 independent representative agencies throughout North America. These representative agencies partner with ICON to cover every state and provide the information and products to government entities and end customers. Some are installers, but more will work with installers to provide a turn-key solution. These representatives are under contract to sell ICON-specific products along with their respective site-amenities, playgrounds, and other recreational base products. Internally at ICON, we have a Sales Manager, Inside Sales Supervisor, Order Entry Coordinator, and three inside sales support contacts to bridge the gap between ICON's sales reps and the manufacturer.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>ICON Shelter Systems is authorized to sell products and provide service in all 50 states, the District of Columbia, and Canada. ICON complies with all applicable federal, state, local, and industry laws for each purchasing customer. ICON's partner company that applies the e-coat/ powder coat finish utilizes an ISO 9001 certification for the Powder coat system applied to the ICON product which is unique in the industry.</p> <p>As a steel fabricator, ICON is an approved/certified fabricator in the following:</p> <ul style="list-style-type: none"> - Clark County, Nevada - City of Los Angeles, California - State of Utah - City of Phoenix, Arizona - City of San Bernardino, California - Riverside, California <p>ICON also has the following certifications/ qualification specific to ICON:</p> <ol style="list-style-type: none"> 1. The product shall be designed, engineered and fabricated at a facility operated and directly supervised by the manufacturer. 2. The manufacturer shall have a minimum of 15 years in steel shelter fabrication. 3. Full Time on Staff Quality Assurance Manager. 4. American Society for Quality (ASQ) Certified Quality Manager/Organizational Excellence and/or ASQ Certified Quality Engineer on staff. 5. All welders must be AWS certified for welding steel structures. 6. Membership in the American Welding Society (AWS). 7. Membership in the American Institute of Steel Construction (AISC). 8. Full Time on Staff Licensed Engineer. 9. Published Quality Control System manual. 10. Quality Control System must pass an annual audit by a Third-Party Agency. 	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	The Proposer confirms that neither the Proposer nor any Responsible Party has been subject to any debarments or suspensions within the past seven (7) years.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>ICON, as a manufacturer, has not directly received industry awards or recognition. ICON has built a name to be trusted by Landscape Architects that has utilized the ICON product to achieve awards within the Landscape Architectural space. Schmidt Design Group, a landscape architecture firm, received the Orchid Award for its final phase in 2020, the 2025 San Diego Design Award, a 2022 ASLA San Diego Design Award, and was a finalist at the World Landscape Architect Awards 2025 in the Built Masterplan & Urban category for Civita Park in San Diego. ICON provided over 15 different structures that have highlighted as key components to the park itself. This includes: an Amphitheater, multiple social node structures, picnic shelters, a wedding shelter, and custom arches that have been a living roof structure with vines growing up stainless steel cables.</p> <p>In the educational space, ICON has produced a LA CES and AIA course on Pre-Engineered/ Manufactured Shelters: Standard and Custom Solutions for Outdoor Spaces. This course has been renewed with the educational purpose to show how different end customers can utilize a prefabricated option over site builds that are common.</p> <p>ICON has received approved fabricator certification for Clark County, Nevada, City of Los Angeles, California, State of Utah, City of Phoenix, Arizona, City of San Bernardino, California, and Riverside, California</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	<p>2022: 60% 2023: 58.2% 2024: 52% 2025 YTD: 65%</p> <p>ICON has seen growth in private housing developments and schools through the last few years as well.</p>	*
22	What percentage of your sales are to the education sector in the past three years?	<p>2022: 35% 2023: 35% 2024: 37.1% 2025 YTD: 24%</p> <p>There is an opportunity through the Sourcwell contract to continue to grow this sector with a CMAS (California Multiple Award Schedules) contract for California school and government projects.</p>	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>ICON holds two cooperative purchasing contracts in the United States(all 50 states): HGAC and GoodBuy.</p> <p>2022 GoodBuy: \$245,607 2023 GoodBuy: \$501,966 2024 GoodBuy: \$596,822 2025 YTD GoodBuy: \$482,507</p> <p>GoodBuy has awarded ICON the contract for another calendar year as of 9/1/25.</p> <p>2022 HGAC: \$204,100 2023 HGAC: \$1,369,306 2024 HGAC: \$491,359 2025 YTD HGAC: \$439,325</p> <p>HGAC has extended a contract extension agreement was sent to ICON on 9/3/25. This would extend the contract through October 31st, 2026.</p> <p>Most of these projects could be simplified with the Sourcwell contract as it is more readily available for certain entities or they are current members.</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ICON does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Raleigh	Barry Reese	919-427-4686	*
City of Tustin	Chad Clanton	714-573-3326	*
City of Syracuse	Josh Wilcox	315-473-4330	*
City of La Quinta	Carley Escarrega	760-777-7096	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	At ICON, we have 50 employees at our main manufacturing facility in Holland, Michigan. ICON works as a team with our marketing team, sales team and general manager to create goals and sales strategies to grow business and expand into next sectors and areas of the country. The marketing team takes the lead on advertising to specific demographics to generate new business. The sales team works to create clear communication and service to support the sales representatives in the field. The Sales Manager works to development ICON's sales forces and will be working directly with Sourcewell customers and our reps on project opportunities. ICON has three inside sales support contacts dedicated to answering questions and managing quote requests through our system. An inside sales Supervisor that ensures that lead times are met and proper information is relayed onto the representatives and the customers. ICON's sales and engineering teams are also available to work through designs on conference calls with Landscape Architects, Architects, and the end customer. This allows for direct consulting through the preliminary process. ICON has three preliminary detailers that work with the inside sales support team to produce preliminary drawings, renderings, material take offs illustrate what the end product would be. ICON staffs 4 structural engineers that help provide preliminary and final engineering for our products. ICON has 10 engineering technicians that design every submittal drawing and part print before our shop fabricates all members to be proper size and shape. This allows a complete quality-controlled product in a factory setting.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	ICON works through a network of independent sales representative agencies that sell the ICON product with contracted agreements. They are partners with the ICON brand. There are exclusive and open territory representatives depending on the geographic location in North America. The sales representative will build a relationship with park departments, architects, landscape architects, government entities, school districts, and other customers looking for a simple shelter or a custom design. These sales representatives usually have other partnerships within the parks and recreation space. Some representatives will provide installation of the product while others will partner with outside subcontractors to provide a turnkey solution.	*
28	Service force.	<p>ICON's product is pre-engineered and has 4 structural engineers on staff to help produce signed and stamped drawings for local permits.</p> <p>Inside Sales team has three inside sales contacts, an order entry coordinator, and an inside sales supervisor that provide effective communication and timely quotes for projects.</p> <p>ICON's quality team ensures that all components, steel members and standards are met through the fabrication process. Any issues that may occur out in the field are documented and resolved by this team in a timely manner.</p> <p>ICON partners with B.L. Downey for their E-coat/ Powder coat finish process. They provide a finish on most steel members similar to an automotive finish. This finish is an unique and exclusive finish in the shelter industry.</p> <p>ICON independent representatives are licensed contractors or work closely with one or more licensed contractors that provide installation of foundations, steel frame, roofing, and trimwork. This service delivers a turnkey product to the end customer.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be placed with the help of the dealer, or independent sales representative. They will work with ICON to gather all essential information to provide engineered submittal drawings. This would include foundation type, column type (buried or surface mount), addresses for the shelter and delivery and colors to be applied to the steel. All orders are site-specific, so this information is required to complete the engineering especially if a permit is needed. Once the submittals are returned, ICON requires a production sign up to confirm all custom components, dimensions, and style is correct before the fabrication process can begin.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>In 2018, ICON turned their focus on customer service and brought in an inside sales support contact. The mission was to improve response time and customer service by providing a point of contact for any question and quote request. This department has grown into three inside sales support contacts, an order entry coordinator, and an inside sales supervisor. This has allowed for more interaction, more conversations, and reduce quoting lead times to customers. Our commitment is under 8-10 days on quote requests to keep projects moving forward with opportunities to reduce this lead time further in the near future.</p> <p>ICON also has a single point contact within the engineering department that manages projects through the design schedule for submittals and fabrication part detailing. Our sales representative communicates this process to the customer and pass along updates through the process.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>ICON's products are designed for site-specific requirements of every project. Each structure is engineered to the jobsite's local building codes. Our engineering team provides stamped and signed submittals in all 50 states, ensuring proper compliance. Every submittal drawing and fabrication print is created to ICON's standards and reviewed at multiple stages of production.</p> <p>All frame members are fabricated in a controlled factory setting by certified welders. The components are then shipped in separate pieces for on-site assembly, allowing for proper fit and finish anywhere in the United States.</p> <p>Through a nationwide network of independent representatives, we collaborate with local contractors and installers to deliver a turnkey solution for every customer. This same level of service, quality, and attention to detail is extended to all Sourcewell members and entities. This ensures a seamless experience from design through installation.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>ICON's products are custom-designed to meet the site-specific requirements of every project. Each structure engineered to satisfy all applicable local and provincial building codes. Our engineering team provides sealed drawings and submittals stamped by a professional engineer licensed in every province and territory. Each set of design drawings and fabrication details is prepared to ICON's exacting standards and thoroughly reviewed by our team at multiple stages of the process.</p> <p>All structural members are fabricated in a certified fabrication shop by certified welders to ensure consistent quality. Components are then delivered in pre-engineered sections for efficient erection and installation on site.</p> <p>Through a Canada-wide network of manufacturer's representatives, Icon partners with local general contractors and installation crews to deliver complete turnkey solutions. This commitment to quality, service, and collaboration extends to all Sourcewell members and entities across Canada. This ensures a seamless project experience from design through final inspection.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	ICON will be able to service all of the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	ICON will be able to service all of Sourcewell's participating entities. ICON services many different sectors including education, government, and other spaces. We are not limited to other purchasing cooperative and would treat Sourcewell as our primary purchasing cooperative.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ICON does not have any specific contract requirement or restrictions in Hawaii, Alaska, or in US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, non-profit entities would have the same access to ICON's Sourcewell contract with respect to products and services.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ICON would support the Sourcwell contract through a multi-channel marketing and sales approach. We will promote Sourcwell across our current marketing initiatives, including email campaigns, newsletters, social media, and our website. On our website, Sourcwell will be prominently highlighted, providing customers with clear information on how to leverage the contract for purchasing.</p> <p>To support our representatives, we will create a detailed resource sheet outlining the benefits and ease of using the Sourcwell contract, including instructions for enrolling new or existing customers as members. We will also provide training sessions, videos, and ongoing support to simplify the ordering process and ensure our team can effectively communicate the value of the contract.</p> <p>ICON actively attends national trade shows such as ASLA (American Society of Landscape Architects) and NRPA (National Recreation and Park Association), as well as numerous state-level events. At these shows, we will feature Sourcwell in our booth displays and discussions, reinforcing its role as a trusted procurement pathway for our customers.</p> <p>Through this integrated strategy, ICON will raise awareness of the Sourcwell contract, educate both representatives and customers, and make it easy for stakeholders to engage with and benefit from the agreement. A landing page will be added to the ICON website to help educate and inform customers that ICON is part of the Sourcwell contract.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>ICON's marketing team leverages a variety of digital tools and platforms to enhance marketing effectiveness and showcase the customization and artistic scope of our shelters.</p> <ul style="list-style-type: none"> • Collaboration Tools: We utilize Microsoft Office and Microsoft Teams to stay connected with architects, representative agencies, and internal teams. These tools enable us to efficiently manage detailed projects, share design information, and collaborate in real time. • Social Media: We actively engage on LinkedIn, Facebook, and Instagram to highlight completed projects, share design inspiration, and promote the versatility of our shelters. Because every ICON structure is unique, visual storytelling through photos and design renderings is an effective way to inspire customers and drive traffic to our website. • SEO and Analytics: We use Google Analytics and other SEO tools to improve our search visibility, monitor website traffic, and better understand user behavior. This data helps us refine our digital strategy and ensure that potential customers can easily discover ICON's products and capabilities. <p>Together, these tools allow us to effectively connect with our audience, promote awareness, and inspire creative thinking around shelter design.</p>	*
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>Sourcwell is a trusted contract and a well-recognized name in our industry. We anticipate that Sourcwell will continue to provide educational tools that help us effectively promote and utilize the contract. These resources allow us to clearly communicate the benefits of purchasing products and services through Sourcwell to both our sales representatives and end customers.</p> <p>We will promote the Sourcwell-awarded agreement through multiple channels, including our online presence, email marketing campaigns, trade show participation, and by featuring the Sourcwell logo in relevant advertising. We also look forward to opportunities for inclusion in Sourcwell communications and, when applicable, highlighting notable projects through the partnership.</p> <p>To integrate Sourcwell into our sales process, we will continue to educate our sales representatives on the advantages of this contract through conference calls, virtual sales meetings, and team training sessions. This ensures that Sourcwell remains a key part of our sales conversations and customer solutions. The sales process will flow similar to ICON's other purchasing cooperative, but the plan will be to lead with the Sourcwell contract as a solution for all customers.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>ICON does not currently have, nor do we anticipate implementing, an e-procurement ordering process for our products. Each shelter we provide is custom designed to fit a specific site, tailored to the customer's needs, and manufactured to order. Because of this, a standard e-procurement system would not capture the detailed design, engineering, and project-specific requirements necessary for accuracy.</p> <p>Our tailored ordering process allows us to collaborate directly with customers, ensuring that each structure meets their unique specifications, complies with site conditions, and delivers the quality and performance they expect. This approach not only minimizes errors but also ensures that every project reflects the customer's vision.</p>	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>ICON provides product and process training for all sales representatives. This can be on-site at ICON in Holland, MI or virtual. This is part of our agreement with the sales representative agency, so there is no cost to these groups.</p> <p>ICON can offer different trainings to end customers in the form of Lunch and Learns or other presentations. This would be specific to ICON as a whole learning about the design capabilities, craftsmanship and attention to detail with each structure, and services that are offered with the ICON product. These presentations can be offered in-person or virtually, and there would be no cost.</p> <p>ICON offers a 1.25 credit hour CEU presentation that is both LA CES and AIA certified. This can also act as a training opportunity to learn the differences between what pre-engineered/ manufactured shelters has to offer over site-built or weld on site construction.</p> <p>ICON is developing a Certified Installer Program. ICON's submittals and installation instructions recommend (5) years of experience for Installers, and this program would help to gain experience with the ICON product. It would help to identify equipment needed, best practices, and case studies to help assist installers and/ or subcontractors out in the field with the ICON product. Cost for this program is to be determined as it is still in development. ICON's team will also assist with one-on-one phone conversations with contractors, installers, and sales representatives to achieve the proper end product post installation.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>At ICON, we deliver more than just shade. We create experiences. Each shelter is an opportunity to design something memorable, with custom details like unique column profiles, specialty roofing materials, or integrated bench swings that add depth and character. We are committed to pushing the boundaries of shelter design and continuously innovating to elevate the industry.</p> <p>ICON's finish is unique in the industry. ICON is the only manufacturer that uses a Powder coat process over a submerged E-coat process. Each steel member will start with an intensive shot blast to near white condition and 8-stage cleaning. Next, each member is dipped into a liquid epoxy electro-deposition primer for a uniform coating. Then a Super Durable TGIC powder coat is applied, resulting in a durable 5-10 mils thickness.</p> <p>Innovation is built into ICON's products. In 2018, we introduced a custom laser-cut bench swing designed to add a dynamic function to a relatively static shelter. Designed to limit the speed and motion of the swing for a safe and enjoyable motion for the end user.</p> <p>Design is the driving force behind exceptional shelters. Today's shelter industry blends steel, wood, fabric, and metal cladding in creative ways, and ICON leads the way in incorporating these materials into unique, visually striking structures. ICON is committed to design-driven solutions, offering a diverse selection of styles and customization options to meet a wide range of project goals and budgets.</p>

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Shelters contribute to “green” initiatives in multiple ways. Within our office and fabrication shop, we have reduced paper use by transitioning to shared drive systems for quoting and ordering processes, significantly minimizing printing over the past year. We order steel on an as-needed basis to reduce excess inventory and waste, and any unused steel is recycled as scrap metal.</p> <p>Shelters themselves support a variety of sustainability credits, both in their materials and their functionality after construction:</p> <p>Heat Island Reduction Credit The goal is to minimize the effects of heat islands on microclimates and human and wildlife habitats. This can be achieved in three ways:</p> <ul style="list-style-type: none"> Providing shade with architectural devices or structures with a three-year aged solar reflectance (SR) value of at least 0.28, or an initial SR of at least 0.33 at installation. Providing shade with structures covered by energy generation systems. Providing shade with vegetated roofing. <p>Using cool metal roofing (cool roofs) helps reduce heat island effects and minimizes environmental impact. Solar panels can also be incorporated into shelters to generate electricity. Many of our shelters feature metal roofing that meets LEED Solar Reflectance Index (SRI) requirements and ENERGY STAR® Certified Roof Products Program standards.</p> <p>Building Product Disclosure & Optimization – Sourcing of Raw Materials Credit This credit encourages the selection of products and materials with available life cycle information and environmentally, economically, and socially responsible impacts. Projects can earn recognition for using materials sourced or extracted responsibly.</p> <p>For Leadership Extraction Practices:</p> <ul style="list-style-type: none"> Wood products must be Forest Stewardship Council® (FSC®) certified or equivalent. Recycled content includes all post-consumer recycled content and 50% of pre-consumer recycled content, based on cost. <p>Icon offers FSC-certified wood products, and our steel—the world’s most recycled material—is primarily made from recycled scrap from both consumer and industrial sources. On average, recycled content makes up approximately 50% of the steel in a typical shelter.</p> <p>Environmental Tobacco Smoke Control Credit The objective is to minimize exposure of occupants and ventilation systems to environmental tobacco smoke. Requirements include:</p> <ul style="list-style-type: none"> Prohibiting smoking outside of buildings except in designated areas at least 25 feet (7.5 metres) away from entrances, outdoor air intakes, and operable windows. Restricting smoking outside of property lines in business areas. Offering two approaches: No Smoking (residential) or compartmentalization of smoking areas. <p>Shelters provide designated, well-ventilated outdoor areas where building occupants and visitors can smoke safely while maintaining compliance with health and safety guidelines.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ICON does not currently hold any third party eco-labels, ratings or certifications for our product or production. ICON's product is primarily steel shelters with metal roof panels. In most cases, steel can be 100% recycled and used for new buildings or a variety of other uses.</p>

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>ICON sets the standard for finish quality in the shelter industry. ICON is the only manufacturer to combine a powder coat system over a submerged E-coat process. Every steel component begins with an intensive shot blast to a near-white finish, followed by an 8-stage cleaning sequence. The member is then fully immersed in a liquid epoxy electro-deposition primer, ensuring complete and uniform coverage. A Super Durable TGIC powder coat is applied as the final layer, producing a 5–10 mil protective finish.</p> <p>Design drives ICON's shelters. The modern shelter industry integrates steel, wood, fabric, and metal cladding in innovative combinations. ICON leads in transforming these materials into distinctive, architectural structures. ICON provides a wide portfolio of styles and extensive customization options, aligning with diverse project requirements and budgets. This would include projects that other manufacturers would pass on within the pre-engineered industry.</p> <p>We offer a 15-year structural warranty. ICON's engineers are confident with the design and system to provide a warranty that is 5 years longer than most other manufacturers.</p> <p>ICON's service through local representatives is a strategic difference as well. The representative agencies pride themselves on the 1 on 1 service with the customer and continuing to build relationships. Every project is unique and treated as such to the end customer with great communication, competitive pricing, and white glove service to create their ideal space.</p>
46	Describe the methods or techniques that impact the durability or longevity of your product.	<p>The product is designed, engineered and fabricated at a facility operated and directly supervised by the manufacturer. This allows for the quality of the product to be consistent from one project to the next. ICON has a Full time on staff Quality Assurance Manager and certified Quality Engineer to maintain this consistent while promoting appropriate improvements to key processes and procedures. All welders are AWS certified for welding steel structures. This is another measure for consistent and dependable welds for every structure. Full Time on staff Engineer allows for hands on engineering not done in a vacuum. ICON has the ability to test and fit up custom components to ensure that the end customer has the product that they saw on paper. This test and fit up allows for quality and durability checks along the process. Internally, there are check processes throughout the paperwork, fit up, fabrication to minimize any field issues that the end customer will have to handle. All of these processes part of a Quality Control System that must pass an annual audit by a Third-Party Agency. All these combined with automated machinery to allow for precision on fit up and plate locations to create a durable, simplicity erector set for the installer to bolt together.</p> <p>The E-coat/ Powder coat process has a ISO 9001 certification. This process allows for a uniform epoxy primer coat that will protect the steel members for service for decades. This process is described in response question 42.</p> <p>Most of the pre-manufactured shelters have an hidden or internal bolted connections. This allows for little to no visibility of fasteners when it is completely tightened. This fastener system minimizes corrosion these fasteners and vandalism on the system. ICON's bolted system keeps the cost of installers down through the erection process, and no on-site welding is required.</p> <p>ICON offers a 15-year structural warranty on the steel frame members, 5 years more than other competitors. On the powder coat system, a 10-year limited warranty is offered on the powder coated elements with options for a specialized Coastal Powder coat process for near saltwater environment. This coastal option will offer a 5-year warranty. The roofing material has a pass-through warranty with the metal roofing supplier which can be 30-40 years on most products.</p>

47	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<p>All projects are engineered to the site-specific loads. This would include snow loads, wind loads, and seismic loads that can impact the shelters. ICON's engineers will determine the need for additional roofing supports, increased columns and other member sizes, and engineered connections to support any location. The engineers will review the local building code, and site specific loads for final engineering that will be used for permits and other regulations.</p> <p>ICON's Detailing team will design all fabrication parts for the internal fabrication team. Within this system, ICON can utilize precision equipment that is automated to provide the best quality in the shortest amount of time within a controlled factory manufacturing process. This process allows for shelters to be fabricated to any size or loads required.</p> <p>ICON will use a combination of tube steel and other steel products with the following requirements: General: The pre-engineered and pre-fabricated package of parts shall be pre-cut and packaged unless noted otherwise. These packages will include all parts and pieces necessary to field assemble the shelter at the jobsite. The shelter shall be shipped in knocked down format to minimize shipping expenses. Field labor will be kept to a minimum with no on-site welding required.</p> <p>Concrete for Foundation: Concrete shall have a minimum 28-day compressive strength of 2,500 psi unless noted otherwise on the foundation detail. Reinforcing steel shall be ASTM A615, Grade 60.</p> <p>Columns: Hollow Structural Section (HSS) columns shall meet ASTM A500, Grade B with a minimum wall thickness of 3/16" (0.1875"). Unless the columns are direct buried in the foundation the columns shall attach to the foundation with a minimum of four (4) anchor rods and shall meet OSHA Steel Erection Standard 29 CFR 1926.755(a)(1).</p> <p>Structural Framing: All Hollow Structural Sections (HSS) shall meet ASTM A500, Grade B. Wide flange beams, tapered columns or open channel sections shall meet ASTM A36.</p> <p>Compression Rings: Compression rings shall be made of ASTM A36 structural plate or of structural channel welded together to form the ring. All connections not requiring compression rings shall use ASTM A500, Grade B HSS sections for these connections.</p> <p>Connection Requirements: Anchor rods shall be ASTM F1554, Grade 36 unless otherwise noted. Structural fasteners shall be ASTM A325 high strength bolts and A563 nuts. All structural fasteners shall be hidden within the framing members whenever possible. No field welding shall be required to finish the construction of the shelter.</p> <p>Roofing material is primarily a 24-gauge galvalume steel sheet in a variety of different profiles. The most common being:</p> <p>Multi-Rib Metal Roofing Roofing shall be a minimum of 24-gauge Galvalume steel sheet with ribs that are 1 3/16" tall and 12" on center. Ribs shall run with the slope of the roof for proper drainage. Roof outside surface shall be a baked on Kynar 500 paint finish Roof panels shall have the roof angles factory pre-cut to size to provide ease of installation.</p> <p>Mega-Rib Metal Roofing Roofing shall be a minimum of 24-gauge Galvalume steel sheet with ribs that are 1 1/2" tall and 7.2" on center. Ribs shall run with the slope of the roof for proper drainage. Roof outside surface shall be a baked on Kynar 500 paint finish Roof panels shall have the roof angles factory pre-cut to size to provide ease of installation.</p> <p>Medallion-Lok Standing Seam Roofing shall be a minimum of 24-gauge Galvalume steel sheet with ribs that are 1 3/4" tall and the panels are 16" wide. Ribs shall run with the slope of the roof for proper drainage. Roof outside surface shall be a baked on Kynar 500 paint finish All roof panel angles shall be cut in the field.</p> <p>All roofing material would be provided with the appropriate fasteners, trim and other accessories needed to complete the roofing kit for proper installation.</p>
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48	Identify any industry certifications you're your business or the products included in your proposal have attained or received.	<p>ICON holds the following Approved Fabricator certifications:</p> <ul style="list-style-type: none"> Clark County, NV Approved Fabricator. City of Los Angeles, CA Approved Fabricator Structural Steel State of Utah City of Phoenix, AZ City of San Bernardino, CA Riverside, CA <p>ICON's powder coater holds a ISO 9001 certification for ICON's powder coat process. All welder are AWS certified for welding steel structures</p> <p>ICON is a member in American Welding Society (AWS) and American Institute of Steel Construction (AISC)</p> <p>ICON has an American Society for Quality (ASQ) certified Quality Manager</p>
49	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>ICON offers design consultation to every representative and customer to ensure that the community gets exactly what they are looking for. Communities looks for a range of different items from simple shelters for picnic areas or covering playgrounds to complex, focal points to create experience for end users. These consultations provide guidance for real-time design solutions to help create the space. This can include custom laser cut panels, different column styles and locations, and much more.</p> <p>ICON has helped to create unique spaces including Civita Park in San Diego, CA which was a finalist for the World Landscape Architecture Awards in 2025. Civita Park has been recogized for multiple other awards as well: https://www.sudprop.com/news/civita-park-wins-eighth-major-design-award</p> <p>Another example would be Centennial Plaza that was designed to celebrate 100 years of service for the Rotary Club of Windsor. A structure was designed and fabricated to incorporate a circular layout to emulate the rotary wheel as deconstructed and reconstructed to symbolize the future of the Rotary organization, custom tridents on the back side of the columns to represent the First Nations (Ojibway, Ottawa, and Potawatomi) to settle along the Detroit River. More information on this project can be found here: https://www.iconshelters.com/featured-projects/centennial-plaza</p> <p>ICON offers a specific line for structural art that merges the artful taste of sculptures in the pre-engineered/ premanufactured industry. Working with in-house engineers, ICON provides real solution to custom projects with a bolt together, powder coated structure that can be a focal point or an art piece. ICON will offer services for conference calls or on-site consultations with installation. The Las Vegas Arts District has 18 structures that line the street that were premanufactured and installed with the help of ICON's engineering manager at the time. If one installation went well, this ensured that the other 17 structures would follow suit.</p> <p>ICON pushes the boundaries within the shelter industry from simple and custom solutions. Early 2025, ICON released ICON's visions which is a booklet with custom solutions and inspiration for future projects. This booklet envisioned the future of ICON as a custom structure provider. The visions broadened the design capabilities of ICON Shelters as an innovator in the shelter industry. The digital booklet can be found here: https://www.iconshelters.com/resources</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	ICON is not a Small Business, but we work with independent sales reps that fall into this category. Women owned businesses that are contracted with ICON are as followed: Swift Recreation Unique Recreation Park Planet Ben Shaffer Recreation Park Pro Playgrounds Gerber Leisure Products Allplay Systems	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	ICON is not and does not have representatives that fall under the Minority Business Enterprise at this time.	*
52		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	ICON is not a Small Business, but we work with independent sales reps that fall into this category. Women owned businesses that are contracted with ICON are as followed: Swift Recreation Unique Recreation Park Planet Ben Shaffer Recreation Park Pro Playgrounds Gerber Leisure Products Allplay Systems	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	ICON is not and does not have representatives that fall under the Disabled-Owned Business Enterprise at this time.	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	ICON is not and does not have representatives that fall under the Veteran-Owned Business Enterprise at this time.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	ICON is not and does not have representatives that fall under the Service-Disabled Veteran-Owned Business at this time.	*
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	The independent sales representatives that sell ICON's product are Small Business Enterprises across the country. A list of all representatives and their respective territories will be uploaded with the bid.	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	ICON is not and does not have representatives that fall under the Small Disadvantaged Business at this time.	*
58		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	ICON is not a Small Business, but we work with independent sales reps that fall into this category. Women owned businesses that are contracted with ICON are as followed: Swift Recreation Unique Recreation Park Planet Ben Shaffer Recreation Park Pro Playgrounds Gerber Leisure Products Allplay Systems	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Payment terms are net 30 days after delivery. Accepted payment methods are check and ACH.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	None through ICON.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	ICON starts all order processes with an Order Form. Usually, this is completed by the representative to start the engineering process. The Order form brings in all information from shelter's location for engineering to shipment of the shelter to the job site. ICON will take in this order form with a PO for projects. This will be reflected into the Order Acknowledgement from the Order Entry Coordinator. This is an official document to show the end customer exactly what they are receiving and what will be engineered. After the engineered submittals are completed, there is an approval release signature required on the submittal documents. This is another check to make sure that the customer is getting exactly what they have been quoted through the quoting process, and the building/ permit department is good with the engineering as well. Examples of these documents are attached in the document section. This includes an example PO, Order Acknowledgement and Invoice. All examples are from another purchasing cooperative direct to a government entity.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, ICON does not accept the P-card procurement and payment process.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The pricing model for ICON's will be as followed: ICON will supply building codes for standardized and popular options in a price list. This price list will have the Build ID (product code), Sourcwell Net Price, Sourcwell Net price for additional items such as cupolas, handrails, and ornamentation, truckload for shelter to jobsite. Electrical cutouts and access will be added for an additional cost as a Sourcwell Net Price.</p> <p>The Sourcwell Net Price will include a 10% discount for the end customer plus a 2% contract fee for Sourcwell.</p> <p>The following shelters will be available on the price list: Square, Rectangular Gable, Rectangular Hip, Octagon, Hexagon, Two-tier Square, Two-tier Octagon, Two-tier Hexagon, and Interval. All standard shelters will have installation cost as well.</p> <p>All other structures will be deemed custom. Custom shelter will be offered outside of the price list. All shelters will receive a 10% discount for the net Sourcwell Price.</p>	*
64	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.	ICON's price list will contain a 10% discount from the MSRP for both price list items and custom items. This will be listed as "Sourcwell Net Price" on the price list.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Discounts will be applied as noted: 1%: \$100k - 200k, 2%: \$201k, 3%: \$301k +	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	For "sourced" products, ICON will supply a quote that will reflect an MSRP cost with a 10% discount for the end customer. These opportunities would be determined custom and separate from ICON's price list. ICON will work with the end customer with the help of the representative to fine tune the design before the order is placed.	*
67	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.	For standard shelters from the price list, the shelter, e-coat/ powder coated finish, engineering, freight and installation can be included for these shelters. Custom shelters will be subject to similar charges that will not be on the price list themselves. Exceptions will be noted on the price list for ICON's products.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be represented as a half truck or full truck of a flatbed truck. All components will be shipped via flatbed trucking and arranged by ICON's staff to the specific location (jobsite, contractor's yard, etc.).	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada and Alaska will follow the same delivery process as the continental United States. They will be transported by flatbed trucks to the destination. Offshore deliveries to Hawaiian will be orchestrated with a side loadable shipping container that will then be carried to a port city by truck or railroad. This will be an extended shipping lead time that will be communicated to the end customer prior to shipment. This is something that can be done, but has not been done often, so ICON looks to optimize the best way for transportation.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Flatbed trucking for deliveries by land. Side loadable shipping containers for sea deliveries.	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	ICON has a team of inside sales support contact that write and check every quote through the process. These individuals will be trained on the Sourcewell contract and expectations of pricing with regards to the price list and other custom quotes. All quotes are checked by another member of the inside sales team and documented in a quote folder for each opportunity. This is a standard practice outside of Sourcewell as well. Additional check points will be set up for the Sourcewell quotes as well. Inside Sales Supervisor will assist with selective audits within this process. When a quote becomes an Order, an additional check will be done on the quote to ensure proper pricing for this contract. When an order goes into production, a final check is made by the inside sales supervisor for accurate information and details to go through the fabrication process including color selection and addresses.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<ul style="list-style-type: none"> - Number of Sourcewell Quotes - Number of Sourcewell Orders - Total dollar amount of Sourcewell quotes and orders - Documentation of end customers and number of purchases - Hit Rate (Orders vs Quoted for Sourcewell) <p>All internal metrics are currently being tracked and will have the opportunity to get Sourcewell specific data through our data.</p>	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	ICON proposes a 2% administrative fee calculated as a percentage of the sale price.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Our price list is consistent with market value and also for competitive pricing within the parks and recreation space.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Industry Standard Shelters</p> <p>Simple steel shelters designed to provide shade or a place to eat with picnic tables underneath. These include, but are not limited to:</p> <ul style="list-style-type: none"> • Rectangular gables • Hips • Squares • Pentagons • Hexagons • Octagons • Decagons • Dodecagons • Barrel vaults • Umbrellas • Stretched polygons <p>They can use multiple roofing materials, such as a 2x6 tongue-and-groove roof with metal roof panels or asphalt shingles, or simply a metal roof. These shelters are commonly found in parks, along trails, or in zoos, accommodating various gathering sizes. Engineering and a durable E-coat/Powder coat finish are available on every shelter.</p> <p>Craftsman Series</p> <p>Steel shelters inspired by Craftsman-style architecture of the early 20th century. Features include:</p> <ul style="list-style-type: none"> • Decorative quad columns with curved corbels 	

- Ornamentation along the roofline
- Cupolas for hexagon and octagon designs

Engineering and a durable E-coat/Powder coat finish are available on every shelter.

Vista Series

Two-tier steel shelters that provide more than just shade. Features include:

- Elevated viewing areas
- Stairs to the second level
- Custom tapered columns
- Optional integrated lighting

Engineering and a durable E-coat/Powder coat finish are available on every shelter.

Ironworks

Retro-industrial shelters inspired by old railroad bridges. Features include:

- I-beam columns
- Heavy glulam rafters
- Exposed fasteners and rivet plates
- Cross bracing or rod-and-clevis gable-end ornamentation

These shelters can be customized with any roofing material.

Live Shade

Shelters with integrated live plant trays on the roof. Customers may run irrigation systems to support plant growth. Regional plants are used so they thrive and become a focal point for any park. Engineering and a durable E-coat/Powder coat finish are available on every shelter.

Icon Swing!

Adding a bench swing to a shelter introduces a dynamic element to any park.

Features include:

- Steel bench swings with optional wood inlays or smooth steel finishes
- Engineering for attachment to any shelter
- Bolt-on swing arms with a damping device to control speed and limit swing to 30°

Customization Collaboration

We offer conference calls with Landscape Architects and Park Departments to create unique shelters. Custom shelters require detailed attention to ensure every connection has meaning. We work through the preliminary design stage to ensure smooth progression through engineering and fabrication.

Engineering

We employ in-house engineers licensed in 46 states and work with partners across the U.S. and Canada. This allows for quick turnaround on stamped and signed submittal drawings, foundation designs, and revisions to meet local building codes.

Finish Systems

All steel frame members are coated prior to shipping. Icon offers multiple finish options:

- E-coat/Powder coat

Partnering with B.L. Downey, we provide a durable automotive-grade finish in Icon Standard colors.

Process includes:

- Shot-blasting steel to SSPC-SP10 (near-white condition)
- Eight-stage electro-deposition (E-coat) pretreatment with zinc phosphate
- Immersion in electrostatically applied liquid epoxy (0.7–0.9 mils uniform coating)

◦ Single coat of Super Durable TGIC polyester powder for 5–10 mils total thickness

◦ Inspection for 100% coating, proper cure, film thickness, and impact resistance

- Hot-Dipped Galvanizing

For highly corrosive environments, steel frame members are galvanized to ASTM A123 standards.

- Factory Prime Paint

Steel is cleaned to SSPC-SP2 (hand tool cleaning) or better, removing loose scale, rust, and debris. Primed with a quick-dry, lead- and chromate-free alkyd primer.

Shelters can include Installations in different areas in the country to help. This would be the erection of the shelter with the variety of options to choose from.

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<div>a. Industry Standard Shelters<ul style="list-style-type: none">SquaresIntervalsRectangular HipsRectangular GablesHexagonsOctagonsDecagonsDodecagonsBarrel VaultsPentagonsStretched PolygonsDual Slope SheltersMono-Slope SheltersMini-SheltersGazebos</div> <div>b. Icon Original Shelters<ul style="list-style-type: none">Craftsman Series SheltersVista Series SheltersTrail Series SheltersICON Swing SheltersIRONWORKS Retro-Industrial SheltersLiveShade Greenroof SheltersAmerican Dreamfield SheltersEn Route SheltersICON RideICON GazebosKaleido</div> <div>c. Arbors / Partial Shade Shelters<ul style="list-style-type: none">Arbors / PergolasFiltered Light Arbors / Solumbra</div> <div>d. Other Structures<ul style="list-style-type: none">BandshellsPedestrian BridgesPorta-Potty EnclosuresMailbox SheltersUmbrella SheltersClock TowersMessage SheltersFabric Shelters</div> <div>e. Custom Structures<ul style="list-style-type: none">Artistic StructuresMulti-Purpose Structures</div> Structural Art	*
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Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Open air structures, such as pavilions, gazebos, shelters, band shells, amphitheaters, walkway covers, shade structures, transit stops, and dugouts.	<div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div>	See Response 76 for all shelter options that are available as a solution.	*
78	Complimentary equipment, accessories, and services related to the solutions described in subsections 1. a. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div>	ICON offers free design consultation on the front end of the project. Site assessment and preparation can be offered through the installation portion of the contract. Maintenance would be up to the end customer. With shelters, there is maintenance, but it is minimal, and maintenance instructions are sent with the installation instructions. Warranty programs are also sent with the end customer documentations and sent as requested.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sourcewell Price List 2025.xlsx - Tuesday September 23, 2025 13:53:22
 - [Financial Strength and Stability](#) - PlayCore Wisconsin Audited Financial Statements.zip - Monday September 22, 2025 10:22:17
 - [Marketing Plan/Samples](#) - Marketing Samples - Sourcewell.zip - Tuesday September 23, 2025 13:51:06
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Sourcewell Additional Documents.zip - Tuesday September 23, 2025 12:46:03
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - ICONs Visions.pdf - Tuesday September 23, 2025 12:48:17

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☐ 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
There have not been any addenda issued for this bid.		