

**MASTER AGREEMENT #081425****CATEGORY: Ice Rink and Arena Equipment with Related Supplies and Services****SUPPLIER: Becker Arena Products 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 Becker Arena Products Inc., 720 Innovation Drive, Shakopee, MN 55379 (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 October 13, 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 #081425 to Participating Entities. In Scope solutions include:
- a. Ice resurfacers and edgers including fuel, electric or other power source;
 - b. Dasher boards and rink dividers;
 - c. Ice rink and arena equipment and supplies;
 - d. Ice rink and arena structural or mechanical equipment and systems, such as refrigeration, ice water treatment, floors, dehumidification, and HVAC; and,
 - e. Services related to the solutions described in subsections 1.a. – d. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
- 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 Sourcewell account number.

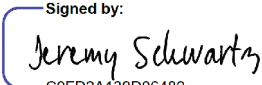
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell 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.

Sourcewell

Becker Arena Products Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 10/14/2025 | 7:31 PM CDT

Signed by:

 737E49AED650427...
 By: _____
 Jeff Brosz
 Title: Vice President
 Date: 10/14/2025 | 3:14 PM CDT

RFP 081425 - Ice Rink and Arena Equipment with Related Supplies and Services

Vendor Details

Company Name: Becker Arena Products
Does your company conduct business under any other name? If yes, please state: MN
Address: 720 Innovation Drive
Shakopee, MN 55379
Contact: Jeff Brosz
Email: jeff.brosz@beckerarena.com
Phone: 952-567-7728
HST#:

Submission Details

Created On: Thursday June 26, 2025 07:49:10
Submitted On: Wednesday August 13, 2025 14:10:47
Submitted By: Jeff Brosz
Email: jeff.brosz@beckerarena.com
Transaction #: 4eb1648a-12ba-4451-9e02-f67e86b7dbb7
Submitter's IP Address: 147.243.254.117

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. | Jeff Brosz |
| 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). | Athletica Sports Systems Inc., Becker Arena Products Inc., Cascadia Sports Systems Inc., |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | ATHLETICA SPORT SYSTEMS INC / JKSTFM59B689 / 5T4A9 |
| 5 | Provide your NAICS code applicable to Solutions proposed. | NAICS # 339920 |
| 6 | Proposer Physical Address: | 720 Innovation Drive Shakopee, MN 55379 |
| 7 | Proposer website address (or addresses): | https://www.athletica.com https://beckerarena.com https://cascadiasport.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): | Jeff Brosz Vice President 720 Innovation Drive Shakopee, MN 55379 jeff.brosz@beckerarena.com 952-300-5229 |
| 9 | Proposer’s primary contact for this proposal (name, title, address, email address & phone): | Jeff Brosz Vice President 720 Innovation Drive Shakopee, MN 55379 jeff.brosz@beckerarena.com 952-300-5229 |
| 10 | Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone): | N/A |

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

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

| | | |
|-----------|---|--|
| <p>11</p> | <p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p> | <p>Athletica Sport Systems is built on a foundation of innovation, customer focus, and industry leadership—values deeply rooted in the heritage of our legacy brands. Through decades of experience and pioneering products, we've helped define and elevate the Ice Industry and Dasherboard systems across North America and beyond. Athletica is the largest Hockey Dasherboard provider Globally.</p> <p>Crystaplex Legacy - The roots of Crystaplex trace back to the years following World War II, when the company began as a Canadian-based supplier and reseller of polymer and acrylic materials. Originally focused on distributing clear shielding and white plastics, Crystaplex played a key role in the construction of early hockey rinks across North America. By the mid-1980s, Crystaplex introduced an innovative Build On-Site dasher board kit, complete with all necessary lumber and components. This offering quickly became the industry standard, though it required extensive onsite labor and often created project delays. In response, Crystaplex revolutionized the industry with the introduction of prefabricated, demountable dasher board systems. Engineered from factory-welded steel frames pre-fitted with polyethylene facing, these boards reduced installation time and required fewer onsite laborers. This innovation created a new product category and positioned Crystaplex as the market leader and pioneering force in dasher board innovation. Recognizing the sustainable success required more than product innovation, Crystaplex committed to delivering exceptional customer service backed by a highly trained team. This commitment led to the creation of a new entity, Crystaplex Arenas, in 1988, laying the foundation for our enduring customer first philosophy.</p> <p>Crystaplex Arenas was acquired by Athletica in 1999, with operations in Ontario and Minnesota. While continuing to serve community rinks, the company intensified its focus on player safety innovations. It became the first Preferred Rink Equipment Supplier to the National Hockey League (NHL). Over the following decade, it developed and patented several industry-defining technologies—Crystaplex 590 Acrylic Shielding™, GlassFlex™, CheckFlex™, and SoftCap®—which remain the professional hockey standard. Today, all National Hockey League (NHL) arenas and American Hockey League (AHL) facilities rely on Athletica's innovative and safety-compliant systems.</p> <p>Becker Arena Products Founded by Jim Becker in 1988, Becker Arena Products began as a distributor for Olympia Ice Resurfacers and Crystaplex dasher boards. In 1994, the company began manufacturing its own Signature Series dasher boards, focusing on community and private rink segments. As a long-time Sourcewell cooperative purchasing contract holder, Becker built a reputation for reliability and service excellence. Becker was acquired by Athletica in 2019 and continues to support community ice rinks through a nationwide network of dedicated professionals. Becker brings a collaborative, solutions-focused approach that emphasizes careful planning, budget control, on-time execution, and dependable follow-through. A significant portion of their business is driven by referrals—reflecting a well-earned reputation for quality, service, and integrity.</p> <p>Cascadia Sport Systems Established in 1996, Cascadia Sport Systems built a strong presence in British Columbia's Lower Mainland, specializing in gymnasium and ice arena solutions. Known for its customer-centric approach and ability to deliver comprehensive, turnkey projects, Cascadia quickly gained a reputation as an innovative and reliable specialty contractor. In 2018, the company was acquired by Athletica, bringing its regional expertise and competitive strengths into the Athletica portfolio.</p> <p>Athletica Sport Systems Today Athletica Sport Systems continues to lead by our guiding principles: Safety Through Innovation. We are the global leader in designing, engineering, and manufacturing dasher board systems that prioritize player safety, enhance fan experiences, and reduce liability for facility owners. As the Preferred Rink Equipment Supplier to the NHL, AHL, and USA Hockey, we work hand-in-hand with each organization to align product innovation with evolving standards and safety regulations. Our proprietary technologies—including our seamless acrylic shielding system, patented SoftCap® rail system, and GlassFlex® flexible shielding—are designed to meet the most demanding specifications in the sport.</p> <p>With manufacturing, sales, and distribution centers in Minneapolis, MN; Waterloo, ON; London, ON and Vancouver, BC, plus an international presence in Europe, Athletica provides full North American coverage and global distribution capabilities.</p> <p>With more than 3,000 installations worldwide, no other company matches Athletica's experience, reach, or commitment to excellence. Whether it's increasing safety for players, streamlining conversions for multi-use facilities, or enhancing the spectator experience—Athletica brings it all to the game. Quite simply, nobody builds more dasher board systems—or builds them better—than Athletica Sport Systems.</p> |
|-----------|---|--|

| | | |
|-----------|--|---|
| <p>12</p> | <p>What are your company's expectations in the event of an award?</p> | <p>As a Sourcewell partner for over 13 years through our Becker Arena Products division, as well as our previous award to Athletica Sport Systems, —and continuing our position as the industry leader in the ice arena category—we remain fully committed to keeping Sourcewell/Canoe a central part of our go-to-market strategy and growth plan. Our approach includes the ongoing development and addition of customer-specific products tailored to the needs of participating entities.</p> <p>Our brand promise, “Safety through Innovation,” reflects our longstanding dedication to customer-focused, high-performance solutions. This guiding principle has enabled us to meet and exceed expectations across public sector markets, earning us a leadership role and the responsibility to continuously innovate on behalf of our clients. For example: We have been able to repeatedly support a local community through Sourcewell who has purchased an outdoor ice arena for the past 3 years using the Sourcewell partnership.</p> <p>We maintain a strong geographic presence in strategic regions—including Ontario, Quebec, Minnesota, British Columbia, the U.S. Northeast, and Southwest —allowing us to effectively support Sourcewell's member organizations from a local, regional, and Multi National (North American) level.</p> <p>Our alignment with Sourcewell's cooperative procurement model enables us to deliver measurable value to member organizations through streamlined acquisition, pricing transparency, and reduced lifecycle costs. By simplifying the purchasing process and eliminating duplicative bidding efforts, we help entities allocate more time and resources to core operations.</p> |
| <p>13</p> | <p>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.</p> | <p>Athletica Sport Systems Inc. (“ATH”) is the recognized industry leader in sports infrastructure solutions, with a comprehensive portfolio of products and services spanning North America and international markets.</p> <p>For the fiscal year ended 2024, Athletica and its affiliated entities generated consolidated revenues exceeding USD \$40 million, with forecasted revenues for 2025 projected to surpass USD \$50 million. These figures reflect our robust market position, operational scalability, and financial stability.</p> <p>Athletica's strength is further underpinned by its wholly owned subsidiaries, Becker Arena Products Inc. and Cascadia Sport Systems Inc., which together contribute to the depth and breadth of our capabilities across diverse regions and project scopes. ATH recent acquisition of OES Inc (manufacturer of scoreboards and timing equipment) will enhance its product offerings and extend the revenue base beyond US\$50M for 2025.</p> <p>In May 2024, Athletica received an investment by Reichmann Segal Capital Partners (RSCP) is the private equity arm of the Reichmann family. The group is one of Canada's most influential investment entities, and their acquisition of Athletica underscores their commitment to accelerating our long-term growth and market leadership. The Reichmann Family and RCSP are prominent private equity investors with a long-standing reputation for strategic investment in a diverse number of industries.</p> <p>As a long-standing Sourcewell-approved vendor, Athletica brings not only industry-leading expertise and execution capacity but also the financial strength and backing of RSCP. Our organization is well-positioned to undertake and deliver large-scale projects on time, on budget with confidence and consistency that our customers expect and are accustomed to. With the moto of “Safety First” we are focused on player and employee safety and customer satisfaction in all aspects of our business.</p> <p>Included in the submission are our audited consolidated financial statements for the fiscal year 2024. In addition, 12 months' worth of income statement results. The audit provided only shows the Income statement from May 16 to Dec 31 because of the acquisition by Reichmann Segal.</p> |

| | | |
|----|--|---|
| 14 | What is your US market share for the Solutions that you are proposing? | <p>According to the International Ice Hockey Federation (IIHF), the U.S. currently has 2,230 indoor ice rinks and 500 outdoor ice rinks. Minnesota alone accounts for nearly 900 rinks, while the Northeastern states form the second-largest hub. Growth in the southern U.S.—including Florida, Texas, Arizona, Nevada, California, in addition to Washington State —continues to mirror the expansion of the NHL in those regions.</p> <p>To support national demand, our organization operates a Manufacturing, Sales, and Distribution facility in the Minneapolis–St. Paul area, strategically supported by dedicated sales teams in both the Northeast and Northwest regions. This geographic footprint ensures rapid response times and comprehensive service coverage across the country.</p> <p>Through our extensive installation base and robust aftermarket service capabilities, we currently support 85–90% of all indoor ice arenas in the United States. We are fully equipped to service the remaining 10–15%, ensuring comprehensive nationwide coverage.</p> |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | <p>As documented by the International Ice Hockey Federation (IIHF) and supported by Hockey Canada, Canada is home to approximately 3,500 indoor ice arenas & 5000 outdoor ice rinks with notable concentrations in key regions. The Province of Ontario accounts for over 1,700 facilities, while Quebec and the Eastern Provinces together represent the second-largest cluster. Western Canada forms the third regional group, and additional rinks are located throughout Northern Canada, where many smaller, remote communities each maintain their own arena.</p> <p>Athletica Sport Systems maintains an extensive and strategic footprint, including: Manufacturing, Sales, and Distribution operations in Waterloo, Ontario Manufacturing, Sales, and Distribution operations in Metro Vancouver, British Columbia</p> <p>This national infrastructure positions Athletica as the only supplier in the industry with comprehensive coast-to-coast coverage and localized support.</p> <p>Athletica holds a market share exceeding 65% in this highly competitive and regionally diverse industry. A substantial portion of Canadian ice facilities are municipally owned and operated, and our leadership position is reinforced by enduring relationships, demonstrated performance, and comprehensive knowledge of public procurement processes and community priorities. In addition, Athletica has developed strong collaborative partnerships with multiple First Nations communities across Canada. Our team has successfully completed installations in many of these remote locations, including communities located on the Atlantic, Pacific, and Arctic coasts. These projects reflect our commitment to accessibility, cultural respect, and the long-term sustainability of ice sports infrastructure in all regions of North America.</p> |
| 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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | <p>Not Applicable – As a privately held, multinational corporation owned by private equity and registered in the Province of Ontario, Athletica Sport Systems Inc. and each of its subsidiary businesses have never filed for bankruptcy or initiated bankruptcy proceedings.</p> |
| 17 | <p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>(B) Manufacturer/Service Providers.</p> <p>We utilize Sourcwell to sell our products, which are administered by our 18 Direct Regional Sales employees. We also engage commissioned sales agents and resellers in certain regions—such as the Northeastern and Northwestern United States —any client engagement initiated through these agents is seamlessly transitioned to our internal Direct Sales teams for formal contract management and customer support. We have a dedicated Sourcwell leader/expert to train our sales team in the utilization of Sourcwell. We believe in providing first-class customer service throughout the entire organization.</p> <p>All contracts will be executed directly with Athletica Sport Systems Inc., Becker Arena Products Inc., or Cascadia Sport Systems Inc., as applicable. Each company assumes full responsibility for the branded portfolio product offerings. Our Direct Sales, Inside Sales, and Service Teams consist exclusively of company-employed personnel, ensuring a consistent customer centric standard of service and accountability throughout the contract lifecycle.</p> |

| | | | |
|----|---|--|---|
| 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. | Athletica Sport Systems Inc. and Becker Arena Products Inc. are registered to conduct business in most U.S. states and all Canadian provinces. Where state law mandates, we hold the required contractor licenses. Our installations predominantly use local unionized labor supervised by our Direct Employee Union Supervisor to ensure quality and compliance. In some cases, we coordinate with arena staff or other laborers under our supervisor's direction to optimize installation costs. Becker Arena Products holds active business licenses in 34 U.S. states and throughout Canada, where such licensing is required. We are fully compliant with applicable tax regulations and collect sales tax where mandated. Contractor licenses are currently held in the following states: Alaska (AK), Alabama (AL), Arizona (AZ), Arkansas (AR), California (CA), Iowa (IA), Minnesota (MN), North Dakota (ND), Nebraska (NE), New Mexico (NM), Nevada (NV), Rhode Island (RI), South Dakota (SD), Utah (UT), Washington (WA), and Wyoming (WY). | * |
| 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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | Athletica Sports Systems, Becker Arena Products & Cascadia Sports Systems have never had any suspensions or debarments applied. | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | Athletica Sports Systems has been the Preferred Equipment Supplier to the National Hockey League (NHL) the American Hockey League (AHL) and USA hockey with in the past 9 years. | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | Athletica: 30%, Becker: 45% | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | Athletica: 20%, Becker: 30% | * |
| 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? | As a Sourcwell partner for the past 13 years, originating with Becker Arena Products in 2012 and continuing through the acquisition of the company in 2019—Athletica Sport Systems Inc. remains committed to Sourcwell as our "Exclusive" cooperative purchasing contract. Our product sales teams continue to support the Sourcwell partnership with Sourcwell-related revenues as follows: 2022: \$2,880,490 2023: \$3,974,336 2024: \$2,402,131 | * |
| 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? | We do not currently hold a GSA contract; Becker Arena Products is an active participant in the United States Department of Defense "E-Gov" procurement program. In addition, Athletica Sport Systems Inc. has supplied components through third-party resellers, such as Gopher Sport, which maintain their own GSA contracts. | * |

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 Golden Valley | Al Lundstrom | 763-593-8046 |
| Township of Woodbridge | Patrick McSherry | 848-334-5093 |
| City of Clarence-Rockland | YvesRousselle | 613-446-6022 |
| Orlando Venues - Kia Center | Michael Senay | 407-579-5261 |
| City of Sarnia | Tom Burnard | (519) 332-0527 Ext. 3560 |

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

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

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

| | | |
|----|---|---|
| 26 | Sales force. | <p>Athletica Sport Systems Inc., Becker Arena Products Inc., and Cascadia Sport Systems Inc. each maintain dedicated, collaborative sales teams that work seamlessly to deliver comprehensive support across all client needs.</p> <p>Our sales force is strategically organized to support Sourcewell members. We are committed to ensuring every participating agency receives the highest level of customer service and complete satisfaction with our products and services. All sales staff are trained to help clients effectively utilize Sourcewell as a primary procurement strategy.</p> <p>Our sales organization includes 26 professionals across outside sales, inside sales, and customer service, supported by a leadership team comprising the Chief Revenue Officer and two senior sales leaders. This structure enables us to deliver real-time quotes, process orders efficiently, and provide expert product support. We are fully committed to supporting Sourcewell members.</p> <p>To best serve clients across the U.S. and Canada, our outside sales teams are remotely deployed and strategically travel to meet with customers in person, assist with feasibility, project scoping, and deliver consultative sales support. We employ a hybrid model of direct employees and commission representatives to provide comprehensive local service tailored to each regional market.</p> |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | <p>To best serve Sourcewell members, each of our contracts would be direct with Athletica, Becker or Cascadia and we would subcontract the local agent to assist with installations or services as required. This approach allows us to deliver responsive, localized service while retaining full contractual responsibility and accountability.</p> |
| 28 | Service force. | <p>Through our Athletica Sports Systems, Becker Arena Products and Cascadia Sports Systems business units we maintain a robust service force that supports the full lifecycle of our products. Across the three businesses, we employ over 40 installers and local service technicians available for on-site installation, service, and repair operations. We support both municipalities and facility owners in both union and non-union operations, maintenance and projects.</p> <p>In addition, our direct Sales team is fully trained to act as technical supervisors, providing guidance and support to client staff and third-party contractors to ensure proper installation and long-term product performance.</p> <p>To meet regional needs, we also leverage a network of approved local subcontractors. All service activities are managed and overseen by the 3 businesses to ensure full contractual accountability, quality assurance, and consistent experience for Sourcewell members.</p> <p>We provide 24/7, year-round support for urgent technical issues, repairs, and maintenance, with the capability to custom manufacture components on demand. Our certified staff can assist in planning for capital investments, helping clients minimize costs while maximizing facility assets and equipment longevity.</p> <p>Our service model prioritizes speed and reliability, with the ability to ship over 5,000 parts within 24 hours. We design and repair systems for long-lasting performance, ensuring exceptional life expectancy (up to 25 years) and reduced lifecycle costs.</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. | <ul style="list-style-type: none"> • A formal quote is generated by our sales team using contracted Sourcewell pricing. • The quote is presented to the customer along with a detailed review of the product specifications and/or scope of work. • Sourcewell members issue a purchase order referencing the quote and return it to the salesperson for processing. • An order confirmation is provided to the customer to verify pricing, product details, and delivery expectations. • If manufacturing is required, a project manager is assigned and provides regular updates throughout the production and fulfillment process. • Upon receipt of payment, the transaction is recorded and included in our quarterly Sourcewell usage reporting. |

| | | |
|----|---|--|
| 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>Customer service is a core value embedded across all levels of our organization. At Athletica, Becker, and Cascadia, we are committed to delivering prompt, reliable, and solution-oriented service to Sourcwell members. Our service program is structured around accountability, responsiveness, and continuous improvement.</p> <ul style="list-style-type: none"> • Training: All employees receive service-focused training, with standards built into job roles and reinforced through regular training. • Real-Time Support: Customers have direct access to dedicated service and operations teams. Inquiries are addressed in real time, with live team members available to respond to questions and resolve issues. • Structured Escalation: All service requests are tracked in our internal systems. Issues are escalated appropriately, and follow-up is conducted to ensure resolution. Response timelines are prioritized based on urgency and customer impact. • Field Response: Our combined team of over 50 trained installers and service technicians is positioned to respond rapidly to on-site service needs. Our technicians are equipped with tools and resources to complete repairs, inspections, and maintenance efficiently minimizing downtime for our clients. • Continuous Improvement: Customer feedback, post-project reviews, and internal service audits are used to drive process improvement, correct deficiencies, and enhance future service delivery. • Response time commitment • Initial response to service inquiries within 1 business day • On-site service dispatch (as needed) typically within 3-5 business days, depending on geographical location. • Project updates and issue resolution timelines are communicated proactively through assigned project managers. <p>Customer Service Promise</p> <ul style="list-style-type: none"> • Treat all customers with respect, professionalism, and care. • Understand needs and deliver the right solution the first time • Provide high-quality products and services that meet or exceed expectations • Respond promptly with clear communication and follow-through • Connect with live team members. • Collaborate to find practical, win-win solutions • Assign clear points of contact who take ownership of your issue • Address concerns early, propose solutions, and act decisively <p>Asset Management</p> <ul style="list-style-type: none"> • Capital Planning • Engineering design feasibility • Maintenance program design • Repair, Retro-fit Project management • Parts and Consumables inventory management • System safety assessment audits |
| 31 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities. | <p>We have made—and will continue to make—the Sourcwell contract our preferred procurement pathway for eligible customers. We strongly support the cooperative purchasing model as a forward-thinking, efficient method for public agencies to acquire quality products and services. All products we offer are available under our Sourcwell contract. Our team promotes the contract as a primary purchasing method and is trained to guide customers through the process. With strategically located facilities in Waterloo, Ontario; Shakopee, Minnesota; and Vancouver, British Columbia, we maintain the infrastructure and logistical capability to provide responsive service and timely delivery across North America. This geographic coverage allows us to deliver installation, service, and support where and when it's needed. Our commitment is demonstrated not only through our broad capabilities, but also through a consistent track record of responsiveness, reliability, and customer satisfaction with Sourcwell members.</p> |
| 32 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada. | <p>Our main locations in Waterloo, Ontario, and Vancouver, British Columbia, enabling us to efficiently serve all regions of Canada. This includes remote and northern areas such as Yukon, Nunavut, and the Northwest Territories, as well as Quebec, where we provide full bilingual support in both English and French. Our organization has logistical resources, personnel, and infrastructure in place to provide timely delivery, on-site services, and responsive customer support across the entire country to maintain the same high level of standards, reliability and responsiveness as we do in the United States.</p> |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | <p>*NO GEOGRAPHIC EXCEPTIONS Our main locations in Waterloo, Ontario; Shakopee, Minnesota; and Vancouver, British Columbia, we are uniquely positioned to serve ALL AREAS OF NORTH AMERICA—including Alaska, Hawaii, and Quebec (in both French and English).</p> |
| 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. | <p>* NO MEMBER SECTOR EXCEPTION: Our primary locations in Waterloo, Ontario; Shakopee, Minnesota; and Vancouver, British Columbia, strategically position us to serve ALL BUSINESS SECTORS across North America without limitation. We confirm that there are no existing cooperative purchasing contracts or agreements that would conflict or create exceptions to this coverage.</p> |

| | | | |
|----|---|--|---|
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no specific contract restrictions or requirements for participation entities in Hawaii, Alaska, or US territories. Our businesses routinely conduct business and ship products to both Alaska and Hawaii without restrictions. We are fully capable of offering our complete range of products and services in these states. Shipping and travel-related expenses will be applied at fair and agreed-upon rates specific to these locations. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes, we fully extend the terms of any awarded master agreement to nonprofit entities and are committed to providing them with the same high-quality products, services, and pricing available to all Sourcewell members. | * |

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>As a customer-centric business committed to player and fan safety, we fully support the Sourcewell requirements for offering opportunities that are compliant, competitive and convenient for purchasers. Our marketing strategy is focused on deepening trust with our customers and prospects by building brand awareness for the Sourcewell program both within our business and with external stakeholders. Internal promotion tactics include:</p> <ol style="list-style-type: none"> 1. Executive Sponsorship: Advancing Sourcewell awareness through the participation of the Executive Leadership Team, Andrew McRae, CEO, and Pat Westfall, Executive Vice President of Finance – Mergers, Acquisitions and Integrations, Sandra Hall, Chief Revenue Officer and Jeff Haslam, CFO 2. Leadership Commitment: Empowering business unit leaders Reid Hart, Athletica Sports Systems, Jeff Brosz, Becker Arena Products Inc. and Shawn Kennedy Cascadia Sports Systems to educate and communicate the program to staff. 3. Sales Team Training: Delivering targeted training to dedicated account managers and customer service associates on the usage and membership of Sourcewell and the scope and value of the Sourcewell cooperative purchasing agreement. This training ensures our team is well-positioned to communicate the benefits of the contract, support member-specific needs, and proactively drive adoption and growth of the partnership through informed, value-focused engagement. 4. Program Reviews: Holding quarterly program usage reviews for executive leaders to discuss product segments and growth/adoption trends with our Internal Sourcewell Contract Management Team, consisting of Andrew McRae (CEO) Jeff Brosz, (Vice President, Becker Arena Products & Cascadia Sports Systems. 5. Member Transition: Moving all existing accounts and members governed by the current contract to the new contract agreement by linking them in our business ERP & Sales system within three business days. <p>Marketing the program to external stakeholders, including customers, prospects, partners and industry associations, involves the implementation of tactics across both digital and print marketing platforms:</p> <ol style="list-style-type: none"> 1. Contract Landing Page: We will work with Sourcewell Marketing to update the simple contract landing page on the Sourcewell website, including product details and pricing. 2. Campaign Collaboration: With the support of Sourcewell marketing, we will plan contract member awareness email campaigns to educate members Sourcewell. 3. Email Marketing Campaigns: Using Constant Contact, we will continue to inform our external stakeholders about the Sourcewell program, by including some descriptive messaging about Sourcewell in monthly product promotion emails for products that we can offer through Sourcewell. We will also send out emails dedicated to sharing information about Sourcewell twice a year. This includes a combined recipient list of 25,000+ contacts with a combined average open rate of 40%. Please see samples. 4. Sourcewell webpages: We will ensure that our existing Sourcewell webpages on our websites for the Athletica group brands (Athletica Sports Systems, Becker Arena Products, Cascadia Sport Systems) have high visibility in the website site map and contain relevant information, linking back to the Sourcewell website. With a combined average of 12,508 website visits a month, we have the potential to drive significant traffic to the Sourcewell website. 5. SEO and Website Optimization: We will work with the Sourcewell Marketing team to ensure that metadata tags for our Sourcewell webpages (eg title, description, robot) contain terms relevant to the Sourcewell program such as "Sourcewell", "cooperative purchasing". This will also ensure that the page is indexed in search engines. We will ensure any keywords added for SEO purposes contain Sourcewell-relevant terms. |

| | | |
|----|---|--|
| | | <p>6. Social Media Marketing: We will publish quarterly social media posts about the Sourcewell program to our LinkedIn, Facebook, Instagram and X accounts for all Athletica Group brands, encouraging our audience to visit the Sourcewell website and join as a member. These brands have incredible reach potential with combined LinkedIn and Facebook follower counts of over 6K and 3K respectively. Some prior post examples are attached.</p> <p>7. Social Media Engagement: We will regularly like, comment on and share social media posts on the Sourcewell social media platforms. This engagement exposes our follower network to Sourcewell content. By tagging Sourcewell in our own posts, we can potentially increase viewership of their content, driving others to their accounts.</p> <p>8. Print ads, product sheets, booklets, catalogues and Capability statements: Currently, our Capability statements are the only pieces of tradeshow/sales marketing collateral that refers to Sourcewell, with the Sourcewell logo, our contract number and a link to the Sourcewell website. We will add brief messaging indicating the purpose of Sourcewell and include these pieces in all relevant product sheets, Capability statements and print ads.</p> <p>9. Dedicated Print Ads: We currently submit ads to 24 different industry publications each year. Twice a year we will include dedicated print ads in industry publications, promoting the Sourcewell program and our involvement in it.</p> <p>10. Sales Presentation Material: We will hone existing presentations about the Sourcewell program for the sales team to deliver to customers or other interested parties. We will include a section about the Sourcewell program in all external presentations.</p> <p>11. Tradeshows/Industry Association Events: As industry leaders, we participate in 6–10 tradeshows and conferences annually, both regionally and nationally, connecting with a broad network of decision-makers and influencers seeking the best solutions for their sports facilities. These events provide a strategic platform to actively promote the Sourcewell program, highlighting the benefits of membership and driving procurement engagement. Through established partnerships with leagues at all levels, we extend this outreach directly to cities and the municipalities they serve, encouraging them to leverage Sourcewell's streamlined procurement process. This targeted approach not only strengthens relationships within the sports community but also accelerates adoption of the program, expanding its impact across multiple regions and facility types.</p> |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Marketing is most effective with regular evaluation of efforts using analytics. Websites must be hosted on secure servers with additional applications for protection from malicious programs. Our content management system, WordPress, contains elements designed to offer exceptional user experience and enhance SEO rankings. Our websites are currently equipped with plugins such as Yoast SEO and WordFence Security and Solid Security Basic plugins which allow us to monitor website security and visibility. Our linked Google Analytics, Google Search Console and SEMrush accounts are essential for providing performance, engagement and user metrics, such as source of website traffic and downloads. Please refer to point 5 of the previous section for details on how relevant metadata can contribute to marketing effectiveness for the Program.</p> <p>For email marketing campaigns, Constant Contact and Mailchimp are applications of choice. We consistently use bounce, send, open rate and click rate data to inform the content, send times and email recipients for subsequent emails. Regular maintenance of email lists involves sending out emails to pre-filtered segments of users with low engagement to determine whether to keep or remove these contacts. We are also planning to implement A/B testing for subject lines to determine what types of subject lines encourage readership. All these steps are critical to ensure we are reaching the right contacts with information that is relevant and of interest to them.</p> <p>Until recently, our social media success has been measured by metrics pulled from individual social media networks. Typical metrics monitored include impressions or reach, engagements and engagement rates and shares and watches and time watched for video content. We are currently using Hootsuite to manage our some of our social media accounts and exploring expanding this usage to include all 27 of our Athletica group brand accounts. With its more robust reporting system, we have the tools to improve the trajectory of our social media engagements over time by generating more content that consistently performs well with our audience. Consistent engagement with our social media community, including both followers and accounts, we follow—is a critical component of our digital strategy, fostering mutually beneficial relationships and enhancing brand visibility across platforms.</p> |

| | | | |
|----|--|--|---|
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | As a long-standing Sourcewell partner, the contract is fully integrated into our sales processes and actively promoted across all business units. This integration began over a decade ago with our first awarded contract through Becker Arena Products. We firmly believe that cooperative purchasing is not only the preferred method today but also the future of public procurement. We continue to invest in and support the Sourcewell program through targeted marketing strategies and are committed to ongoing improvement as new opportunities emerge. Upon renewal, we will issue a press release in both Canada and the U.S., highlighting the partnership and naming all three business units. A broadcast email will also be sent to targeted municipal and private sector clients via Constant Contact. We will refresh and reissue all related marketing materials (MARCOM), feature the announcement in our bi-weekly updates and monthly blog posts, and run Sourcewell-branded advertisements in key industry publications where we currently advertise. | * |
| 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. | E-procurement is widely used across many industries, our product offerings—due to their technical complexity, high degree of customization, and project-specific configurations—are not fully suited for a traditional e-commerce platform. As a result, we prioritize a consultative sales approach to ensure Sourcewell members receive the right solutions tailored to their unique needs. However, we do offer a streamlined online catalog inquiry process. Sourcewell participants can browse our product offerings on our website and submit a web-based request for quotation. Our team responds promptly with detailed product information, contract pricing, and any necessary technical support to guide the procurement process under the Sourcewell agreement. | * |

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

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 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>We are committed to providing comprehensive training programs designed to ensure the optimal use, maintenance, and longevity of our products. Training Programs Offered:</p> <p>Standard On-Site Training: Every installation includes detailed on-site training delivered by our skilled Installation Supervisors for arena operations and management staff. This training covers proper use, routine maintenance, and best practices to maximize product performance and lifespan.</p> <p>Industry Seminars and Trade Shows: We provide both optional and standard training sessions through national and regional trade shows, seminars, and conferences. Topics include Dasher board Maintenance, Conversion Rinks, Shielding Cleanup and Upkeep, and an Introduction to Dasherboards 101. Our experts are regularly invited to present at leading ice rink industry seminars, ensuring participants benefit from the latest knowledge and innovations.</p> <p>Sales and Support Training: Our local Sales Representatives undergo training on product features and operational benefits, enabling them to deliver informed guidance and ongoing support to customers. They also participate in professional development programs offered by North American trade associations and global industry conferences.</p> <p>Additional Support: Comprehensive Operations and Maintenance manuals accompany all products. Dedicated telephone support is available from our experienced customer service and technical teams.</p> <p>Costs: Training is included as part of installation services or offered at trade events with no additional charge unless otherwise specified in the contract or scope of work.</p> | * |

| | | |
|----|---|--|
| 42 | Describe any technological advances that your proposed Solutions offer. | <p>Athletica is recognized as the most technologically advanced dasher board manufacturer in the world, and the only one whose safety innovations are approved for use in National Hockey League arenas. While imitators have emerged, none match the performance, safety testing, and certification of our proprietary systems.</p> <p>Athletica’s leadership in dasher board systems began with its acquisition and advancement of the Crystaplex® legacy product line—one of the most recognized brands in rink safety technology. Over the years, Athletica has continuously pushed the boundaries of innovation in player safety and performance. Our portfolio of patented technologies—including CheckFlex™, GlassFlex™, Crystaplex® 590 Acrylic, Seamless Acrylic and Polycarbonate Divider Sleeves, Curved Terminations, ClearVision™ Shielding Supports, and SoftCap™—has fundamentally redefined industry standards and contributed to a significant reduction in injuries at all levels of play. We continue to invest in product development aimed at improving the game of hockey safely and sustainably. This includes training-oriented products like Optimizer™, which facilitate cross-ice play and progressive development in youth hockey programs.</p> <p>Our latest developments include LEDFoil; a Smart LED unit installed inside the ice and is supported by cloud-based content management software enabling live interaction with fans and changing the event experience, and Crystaplex® LiveLED; a ground-breaking technology that adds digital panels within the dasher boards. Both technologies have been designed to enhance game experience for the fans and assist in revenue generation for the facility by increasing ad space on the ice and boards.</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>We have actively contributed as a strategic participant and supplier to the National Hockey League’s Green Initiative, which is focused on promoting sustainable practices among facility operators and arena owners on a global scale.</p> <p>Rebate Program: We can offer rebate programs for existing Dasher Board components returned as part of an upgrade project, which are then refurbished and resold through our RinkEquipmentResource.com resale site as part of our Cradle to Grave re-use program. In addition, we have integrated in our global business recycled materials—such as plastic lumber derived from reclaimed consumer plastics and rubber—into rink infrastructure components including benching, bleachers, and flooring. We also participate in refurbishment of Dasher Boards, Zambonis and other rink equipment by extending product life and reducing landfill waste.</p> <p>Within the organization we focus and participate in waste recycling programs for materials like steel, aluminum, polyethylene offcuts, and paper are employed to minimize landfill contributions and reduce the carbon footprint of the ice arena/hockey industry.</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>A key element of our sustainability framework is best illustrated through our repurposed equipment platform, RinkEquipmentResource.com. Through this channel, we offer refurbished and resale equipment to private operators and cost-sensitive municipal clients. Returned Dasher Board systems and other rink components are professionally refurbished and made available for reuse—supporting a circular economy approach and extending the service life of capital equipment. This initiative not only reduces material entering landfills but also lowers the overall embodied carbon associated with new product manufacturing.</p> <p>Additionally, our repurposed solutions can support LEED compliance by contributing to credits in categories such as Materials and Resources (MR) and Indoor Environmental Quality (EQ), depending on project-specific requirements.</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>Our products meet or exceed the rigorous standards set by the National Hockey League (NHL), American Hockey League (AHL), and USA Hockey. Backed by extensive testing and third-party certifications, our dasher board systems and related equipment are engineered with unmatched attention to player safety and facility performance.</p> <p>We actively collaborate with architects, engineers, and local regulatory authorities to develop and enhance safety specifications, helping facilities reduce liability while advancing innovation across the industry.</p> <p>Through our Sourcewell contract, we offer a broad product portfolio designed to meet a variety of performance specifications and budget requirements. From Elite Competitive Dasher Boards equipped with advanced safety features, to cost-effective community rink systems, Sourcewell members can select the right solution with confidence in both quality and value.</p> <p>We are uniquely positioned as a true single-source provider—from product design and manufacturing to installation, service, and ongoing support. This ensures quality control, clear communication, and total project accountability.</p> <p>Our extensive service footprint across North America allows us to offer consistent coverage with regional support teams. This national presence, combined with localized service, ensures Sourcewell members receive responsive, dependable support regardless of location.</p> |
| 46 | Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena. | <p>The materials used in our products with the majority comprised of aluminum, steel, and high-density polyethylene (HDPE)—do not impact indoor air quality.</p> |

| | | |
|----|---|--|
| 47 | Describe how your proposed equipment, products, or services comply with any applicable environmental regulations. | <p>We are fully committed to environmental compliance across all aspects of our operations, products, and services. All materials and manufacturing processes used in our products comply with applicable local, state/provincial, and federal environmental regulations in both the United States and Canada.</p> <p>Material Safety and Compliance: Our products are manufactured using environmentally stable materials such as aluminum, steel, and HDPE, which are non-toxic, recyclable, and compliant with environmental standards.</p> <p>During manufacturing and installation, we implement waste reduction, material recycling, and responsible disposal practices to minimize environmental impact. We optimize logistics and use minimal, recyclable packaging materials to reduce emissions and waste during delivery. We actively monitor changes in environmental regulations to ensure ongoing compliance and regularly assess our practices to identify opportunities for improvement and sustainable innovation.</p> |
| 48 | Describe your product attributes and advancements regarding product safety, longevity and lifecycle costs. | <p>As the recognized leader in dasher board safety innovation our systems are designed to reduce injury risk, extend the life of the system and lower total lifecycle cost. Introducing CheckFlex™, GlassFlex™, Crystaplex® 590 Acrylic, Seamflex Acrylic and Polycarbonate Divider Sleeves, Curved Terminations, ClearVision™ Shielding Supports, and SoftCap™ are unique and meet the NHL specifications. Constructed with heavy gauge aluminum and galvanized steel frames combined with UV stabilized HDPE facing ensures long-lasting performance in both indoor and outdoor installations. Modular construction and standardized components allow for easy part replacement and future upgrades. The result is lower maintenance requirements which reduce operating costs, standardized components simplify repairs and extend the system life, and the ability to upgrade existing systems with new safety features. This approach creates a streamlined, cost-effective purchasing and maintenance process for facility owners.</p> |

Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
|-----------|--|---|--|---------|
| 49 | 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 re-sellers if available. Select all that apply. | | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 50 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 51 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 52 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 53 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 54 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 55 | | Small Business Enterprise (SBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 56 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |
| 57 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | N/A |

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 * |
|-----------|--|---|
| 58 | Describe your payment terms and accepted payment methods. | <p>Athletica, Becker Arena Products, and Cascadia Sport Systems recognize that our sales contracts often involve customization. As such, we approach each agreement with flexibility, tailoring payment terms to suit the size, scope, and specific requirements of each project, as dictated by the member.</p> <p>Arena Services Orders (Components Only)</p> <ul style="list-style-type: none"> • Standard Terms: Net 30 • Alternative: As negotiated at the time of order, subject to local municipal procurement rules. <p>Arena Services Orders (Projects Including Labor)</p> <p>Typically, one of the following options is applied:</p> <ul style="list-style-type: none"> • 1% Discount for Cash in Advance • 45% Deposit / 45% on Shipment / 10% on Completion • Terms otherwise negotiated, in accordance with local municipal procurement requirements. <p>Dasher Board and Replacement Project Contracts</p> <ul style="list-style-type: none"> • 1% Discount for Cash in Advance • 45% Deposit / 45% on Shipment / 10% on Completion • AIA Construction Progress Billing • CCDC Construction Progress Billing <p>Or other terms negotiated in accordance with municipal procurement standards.</p> |
| 59 | Describe any leasing or financing options available for use by educational or governmental entities. | <p>We offer financing and leasing options through third-party providers. We have an established history of executing contracts through Becker Arena Products with National Cooperative Leasing (NCL) and maintaining active relationships with several reputable financing firms. Please note that any fees or additional costs associated with financing or leasing are not included in this proposal and will be the responsibility of the client.</p> |
| 60 | 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. | <p>Utilization of standard transaction documents to ensure clarity, consistency, and mutual understanding throughout the procurement and service process with Sourcewell participating entities. The following documents are typically used in connection with an awarded agreement:</p> <ul style="list-style-type: none"> • Quotation/Order Forms: Customized quotes outlining product specifications, pricing (based on Sourcewell contract terms), scope of work, delivery timelines, installation dates (if applicable) and payment terms. • Sales Order Acknowledgment: Confirmation document issued upon receipt of a purchase order, used to validate terms and ensure order accuracy. • Terms and Conditions of Sale: Outlines key commercial terms including payment terms, delivery, warranty, and liability provisions. • Warranty Documents: Specific to the product category, outlining warranty coverage, duration, and claim procedures. • Project Closeout Documents: Including final inspections, acceptance forms, and maintenance documentation. |
| 61 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | <p>We accept credit card payments for transactions up to a maximum value of \$3,000. Transactions exceeding this limit may be subject to additional fees. For clients reaching a critical sales volume, we are also able to support payment via purchasing cards (P-Cards), subject to approval.</p> |
| 62 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Due to the varied scope of Dasher Board projects, we have provided a detailed price breakdown for each available option. Total project cost can be calculated by multiplying the unit cost by the specified quantities. A 5% discount is applied at the time of quotation and reflected in the final order.</p> <p>Pricing details for catalog items are included in the attached documentation and are presented as Sourcewell MSRP. The Sourcewell MSRP reflects the net price after the discount has been applied.</p> |

| | | | |
|----|--|---|---|
| 63 | 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. | A standard 5% discount has been applied to the MSRP of all catalog prices. Each member will receive a quotation reflecting this discount as a net price, clearly indicated on the price list. Additionally, feature and option pricing for Dasher Board projects include further discounts ranging from 3% to 7%, aligned with our Public Procurement and Volume Discount Best Cost Pricing Strategy. | * |
| 64 | Describe any quantity or volume discounts or rebate programs that you offer. | Standard discounts and volume rebates are incorporated into the Sourcwell Member Price List to provide the best cost procurement options. While additional incremental discounts are not available, we are committed to working closely with Sourcwell Members to minimize costs and ensure efficient project delivery. All savings achieved through this collaboration will be passed directly to the client. | * |
| 65 | 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. | Athletica Sport Systems, Becker Arena Products, and Cascadia Sport Systems will provide Sourcwell members with as many quotes as reasonably requested for sourced products and services. All items are supplied according to the quotations provided, and purchase history is tracked in our ERP system to streamline repeat orders. | * |
| 66 | 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. | All Project Bid offerings include product, shipping, installation, commissioning, and training charges. The only exceptions are return freight and restocking fees, which are not included. For Catalogue (ASO) items, freight, shipping, and delivery charges are additional and will be quoted at the time of order or shipment. Tariffs surcharges are not included in the pricing Tariff surcharges (if applicable) will be calculated & charged at the current rate upon completion of shipment. | * |
| 67 | 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 costs are calculated based on shipment from the factory origin to the Sourcwell Member's destination, taking into account product specifics such as weight and dimensions. | * |
| 68 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | All deliveries are handled consistently across locations. For standard ice rink accessories, shipments are made F.O.B. from the stock location, with shipping costs added unless otherwise specified. Customers must report any damages or shortages within 48 hours of delivery. Athletica Sport Systems, Becker Arena Products, and Cascadia Sport Systems are not liable for damage or loss during transit; all freight claims must be filed directly with the carrier. Customized items require purchaser approval prior to shipment and are non-returnable. All returns are at the customer's expense. | * |
| 69 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Athletica Sport Systems, Becker Arena Products, and Cascadia Sport Systems occasionally deliver products locally using company-owned vehicles. However, the majority of shipments are handled through common commercial carriers. | * |
| 70 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing. | A Sourcwell self-audit process to ensure compliance is done on a regular basis through Sales & Finance. Sales made under the Sourcwell contract are verified on a quarterly basis to ensure that pricing matches, discounts are correctly applied, products and services fall within the scope of the contract and customer qualify as Sourcwell members. Sales records & quotes are retained in the CRM to ensure proper documentation including Sourcwell member ID #. Quarterly sales reports are reviewed by the CFO for confirmation before being sent to Sourcwell. | * |
| 71 | 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. | Since our initial contract award, Athletica Sport Systems, Becker Arena Products, and Cascadia Sport Systems have received multiple renewals through Sourcwell, allowing us to establish robust historical performance metrics. We actively track Sourcwell sales within our total revenue and monitor unit volumes and product categories to assess year-over-year growth. This allows us to analyze the overall growth and impact of the Sourcwell contract over time. | * |
| 72 | Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell 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. | We are pleased to offer a 2% administrative fee for all sales conducted under the Sourcwell Contract, which will be remitted as part of our compliance with the program. | * |

Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 73 | The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts. | We are pleased to pool demand for public procurement programs and offer preferred pricing in-line with our competitive cost pricing strategies. |

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

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

| | | |
|-----------|--|---|
| <p>74</p> | <p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p> | <p>Our organization is positioned to support a variety of segments as a single source offering in several product categories.</p> <p>Crystaplex 6A – Elite Designed for professional and competitive hockey, featuring advanced player safety and rapid conversion technologies. Preferred in NHL, AHL, and other high-performance facilities.</p> <p>ProSeries – Premium Community A mechanically fastened anodized aluminum system, offering a clean architectural finish. Ideal for municipal and community rinks seeking durability and aesthetic appeal. Optional safety upgrades available.</p> <p>Infinity Series – Elite Indoor Multiuse Full-framed dasher board system optimized for multi-activity courts (MAC) and educational or recreational centers.</p> <p>BAP Signature 6.0 – Community Focus Welded steel framed dasher boards engineered for single-purpose, long-term installations. A reliable, low maintenance solution for municipal and regional arenas.</p> <p>BAP Outdoor 4.0 – Year-Round Outdoor Use Designed for multi-season exposure; this system supports recreational and municipal outdoor rinks.</p> <p>CAS1500 Series – Skating Rail and Ice Barrier Custom-built solutions for seasonal indoor/outdoor skating. Highly configurable and adaptable to unique rink layouts and customer branding.</p> <p>CAS3900 Series – Elegant Multi-Sport Ideal for indoor soccer and multi-use sport facilities seeking a refined, flexible barrier solution.</p> <p>Facility Accessories and Enhancements</p> <p>Skate Racks & Rental Skates Complete storage and rental solutions for arena operations and pro shops.</p> <p>Player & Spectator Amenities Benches, locker room seating, coat hooks, and rubber flooring tailored for durability and comfort throughout the facility.</p> <p>Spectator Netting Essential arena enhancements to improve safety.</p> <p>ArenaDeck Ice Covers Durable surface covers enabling multi-use facility conversions.</p> <p>Scoreboards & Dasher Advertising Programs Revenue-generating and fan-engagement solutions.</p> <p>Operational Supplies and Support</p> <p>Parts, Tools & Consumables Full catalog of year-round operational items supporting facility maintenance teams.</p> <p>Player Development Equipment Skating aids and on-ice training components to support learn-to-skate and hockey development programs.</p> <p>Ice Maintenance Supplies Ice edgers, paint, in-ice logos, and water treatment products.</p> <p>Ice Resurfacers Parts & Components Replacement parts compatible with multiple resurfacers brands.</p> <p>Used & Refurbished Equipment Cost-effective alternatives for capital equipment procurement.</p> <p>Installation, Inspection & Maintenance Comprehensive support from initial installation through lifecycle maintenance, delivered by experienced, factory-trained professionals.</p> |
|-----------|--|---|

| | | |
|----|---|--|
| 75 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>Athletica Sport Systems, along with Becker Arena Products and Cascadia Sport Systems, offers a wide range of products and services that fall within the scope of this RFP category. The following subcategories best describe our offerings:</p> <p>Dasher Boards for Ice Arenas</p> <ul style="list-style-type: none"> * Elite / Competitive Level Systems * Community / Municipal Level Systems * Best-Cost / Entry-Level Systems <p>Indoor Sports Containment Applications</p> <ul style="list-style-type: none"> * Indoor Soccer Systems * Multi-Activity Courts (MAC) * Training Spaces <p>Locker Room & Supporting Products</p> <ul style="list-style-type: none"> * Locker Room Benches * Coat Hooks * Storage Lockers * Skate Racks & Skates <p>ASO – Arena Services Catalog Items</p> <ul style="list-style-type: none"> * Ice Painting Services * Seasonal Maintenance and Repair * Dasher Board Inspection Services <p>Ice Making Equipment and Supplies</p> <ul style="list-style-type: none"> * Ice Resurfacing Tools and Edgers * Rink Setup Equipment <p>Parts & Maintenance Equipment</p> <ul style="list-style-type: none"> * Dasher System Replacement Parts * Shielding and Hardware Components * Maintenance Tools and Fixtures <p>Operational Spares</p> <ul style="list-style-type: none"> * Common-use Spare Parts for Daily Arena Operations * Consumables for System Maintenance |
|----|---|--|

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 |
|-----------|---|--|--|
| 76 | Ice resurfacers and edgers including fuel, electric or other power source | <input checked="" type="radio"/> Yes <input type="radio"/> No | As part of our catalog sales program, we offer ice edgers from a variety of reputable manufacturers to meet the diverse needs of our clients. In addition, through our Rink Equipment Resource program, we offer refurbished ice resurfacers, providing members cost-effective options for maintaining ice quality without compromising performance. |
| 77 | Dasher boards and rink dividers | <input checked="" type="radio"/> Yes <input type="radio"/> No | Y – In addition to Dasherboards we offer Optimizer Foam Dividers as well as the Optimizer Rink Divider, which is recognized as the Preferred Rink Divider of USA Hockey. These products are designed to enhance rink safety and functionality. |
| 78 | Ice rink and arena equipment and supplies | <input checked="" type="radio"/> Yes <input type="radio"/> No | We offer a comprehensive catalog of ice rink supplies and equipment, which has been made available for review along with a downloadable version displaying items such as training aids, repair & maintenance hardware & operational supplies. |
| 79 | Ice rink and arena structural or mechanical equipment and systems, such as refrigeration, ice water treatment, floors, dehumidification, and HVAC | <input checked="" type="radio"/> Yes <input type="radio"/> No | We resell a variety of mechanical components and serve as an authorized distributor of Dehumidification and Water Treatment Systems, offering solutions for facility maintenance and environmental control. |
| 80 | Services related to the solutions described in subsections 1.a. – d. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. | <input checked="" type="radio"/> Yes <input type="radio"/> No | We offer comprehensive maintenance and inspection services focused on dasher boards, along with general contract maintenance to ensure facility safety, compliance, and longevity. |

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

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

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](#) - Price List.zip - Wednesday August 13, 2025 13:56:10
- [Financial Strength and Stability](#) - Financial.zip - Wednesday August 13, 2025 13:56:26
- [Marketing Plan/Samples](#) - Marketing.zip - Wednesday August 13, 2025 13:59:19
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Ordering, Warranty & Close out Documents.zip - Wednesday August 13, 2025 14:00:23
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Referral letters.zip - Wednesday August 13, 2025 14:00:39

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. - Jeff Brosz, Vice President, Athletica Sports Systems 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 |
|--|--|-------|
| Addenda #1 Ice Rink and Arena Equipment with Related Supplies and Services Tue July 1 2025 08:23 AM | <input checked="" type="checkbox"/> | 1 |

**AMENDMENT #1
TO
SOURCEWELL MASTER AGREEMENT #081425-BAP**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Becker Arena Products, Inc.** (Supplier) (collectively referred to as “the Parties”).

Sourcewell entered into Master Agreement #081425-BAP, with Supplier to provide Ice Rink and Arena Equipment with Related Supplies and Services, effective October 14, 2025, through October 13, 2029 (Agreement).

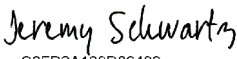
The Parties agree that the Agreement did not accurately reflect the correct organizational structure of the supplier and its wholly owned subsidiaries named in the Supplier’s original response, due to an administrative oversight.

NOW, THEREFORE, the Parties agree to amend the Agreement to ensure it correctly identifies the Supplier as:

Athletica Sports Systems Inc., 554 Parkside Drive, Waterloo, ON CAN, N2L-5Z4, and on behalf of its wholly owned subsidiaries, Becker Arena Products, Inc., and Cascadia Sport Systems, Inc. (collectively, Supplier).

Except as amended, the Agreement remains in full force and effect.

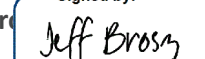
Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz, Chief Procurement Officer

Date: 1/9/2026 | 8:50 PM CST

Athletica Sports Systems, Inc. on behalf of its wholly owned subsidiaries, Becker Arena Products, Inc. and Cascadia Sport Systems, Inc.

Signed by:

737E49AED650427...

By: _____
Jeff Brosz, VP Sales and Operations

Date: 1/11/2026 | 3:18 PM CST