

**MASTER AGREEMENT #101625**

CATEGORY: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

SUPPLIER: Barco Products LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Barco Products LLC, 24 N. Washington Ave., Batavia, IL 60510 (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 December 17, 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 #101625-Category 2 to Participating Entities. In Scope solutions include:
 - a) Benches, picnic tables, bike racks, waste receptacles;
 - b) Dog Park solutions;
 - c) Playground and aquatic surfacing and fall protection;
 - d) Shade coverings; and
 - e) Services and equipment related to the solutions described in Category 2 a-d above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

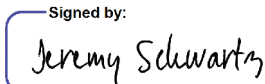
Article 3: Supplier Obligations to Participating Entities

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

Signed by:

 C0FD2A139D06489...

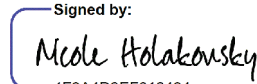
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/18/2025 | 2:13 PM CST

Barco Products LLC

Signed by:

 4F3A4D3EF013434...

By: _____

Nicole Holakovsky

Title: Director of Sales Operations

Date: 12/18/2025 | 9:43 AM CST

RFP 101625 - Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

Vendor Details

Company Name: Barco Products LLC
24 N Washington Ave
Address: Batavia, IL 60510
Contact: Chris Roe
Email: bids@barcoproducts.com
Phone: 630-845-5434
Fax: 331-334-8085
HST#: 92-3995537

Submission Details

Created On: Monday October 06, 2025 16:42:39
Submitted On: Thursday October 16, 2025 09:09:27
Submitted By: Chris Roe
Email: bids@barcoproducts.com
Transaction #: 5767b2d1-cfd7-491e-a029-ad7ee084ba18
Submitter's IP Address: 147.243.246.18

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.	Barco Products LLC	*
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).	Barco Products Canada	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0MU25	*
5	Provide your NAICS code applicable to Solutions proposed.	423210	
6	Proposer Physical Address:	24 N Washington Ave Batavia, IL 60510	*
7	Proposer website address (or addresses):	US: www.barcoproducts.com Canada: www.barcoproducts.ca	*
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):	Nicole Holakovsky, Director of Sales Operations, 24 N Washington Ave. Batavia, IL 60510, nholakovsky@barcoproducts.com & 630-845-5422	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Chris Roe, Bid & Specification Manager, 24 N Washington Ave. Batavia, IL 60510, bids@barcoproducts.com & 630-845-5434	*
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 *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Company Overview and Philosophy</p> <p>Founded in 1984 and headquartered in Batavia, Illinois, Barco Products has established itself as a trusted leader in the design, manufacturing, and multi-channel marketing of commercial outdoor site furnishings and traffic safety products. With a customer base of over 17,000, we serve a diverse range of sectors including government, parks and recreation, education, and commercial businesses. Our products are distributed through direct mail catalogs, a robust e-commerce platform, and personalized customer service.</p> <p>Core Values</p> <p>At Barco, our values shape our culture and guide our daily operations:</p> <ul style="list-style-type: none"> • Craftsmanship – We take pride in creating thoughtful, high-quality solutions. • Empowerment – We support bold, diverse leaders who are experts in their fields. • Nimble – We adapt quickly to meet the evolving needs of our customers. • Teamwork – We foster collaboration across internal teams and external partners. • Reliable – We consistently deliver on our promises. • Integrity – We do what's right for the customer, every time. • Curious – Our curiosity drives us to explore and innovate continuously. <p>Business Philosophy</p> <p>We are proudly customer-centric. Every decision we make is rooted in understanding and responding to the needs of our clients. Our long-standing presence in the industry reflects our commitment to quality, service, and innovation. We strive to be a reliable partner by offering solutions that are not only functional and durable but also tailored to the unique challenges of each customer.</p>	*
12	What are your company's expectations in the event of an award?	In the event of an award, our company is fully committed to upholding our core values by delivering high-quality products with exceptional customer service. We view each award as an opportunity to reinforce our dedication to craftsmanship, reliability, and customer-centric solutions. Our goal is to exceed expectations through responsive communication, timely delivery, and a collaborative approach that ensures the success of every project.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See Attachment	*
14	What is your US market share for the Solutions that you are proposing?	Picnic Tables 8% share, Trash Receptacles 7% share, Benches 7% share, Other 11% share	*
15	What is your Canadian market share for the Solutions that you are proposing?	Picnic Tables 8% share, Trash Receptacles 7% share, Benches 7% share, Other 11% share	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Barco Products is best described as a manufacturer of high-quality, commercial-grade site furnishings. We design, engineer, and manufacture many of our products in-house at our Waukesha, Wisconsin facility, maintaining full control over quality, materials, and production standards.</p> <p>All Barco sales and customer service functions are handled directly by our internal, U.S.-based team, not through third-party distributors or dealers. This direct model ensures that every Sourcewell participating entity receives consistent product expertise, personalized service, and responsive communication from our own employees.</p> <p>Barco's in-house sales, engineering, and customer support teams work collaboratively to provide product recommendations, technical support, and post-sale assistance, ensuring that each customer's needs are met efficiently and accurately.</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.	N/A	*
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.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	N/A	*
21	What percentage of your sales are to the governmental sector in the past three years?	30%	*
22	What percentage of your sales are to the education sector in the past three years?	17%	*
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?	TIPS - 2023 Sales \$157,190 2024 Sales \$212,546.27 2025 Sales \$1,093,682 Goodbuy- 2023 Sales \$106,214 2024 Sales \$14,740 2025 Sales \$4,166 BuyBoard - No sales volume. New award.	*
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?	N/A	*

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 *	
Pender County Parks and Recreation	Zachary White	910-663-3771	*
Tennessee Tech University	Nicole Sims	931-372-3598	*
Bloomington Park District	Mary Ricciardi	630-529-3650 xt 580	*

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 *
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26	Sales force.	<p>Barco Products maintains a knowledgeable and responsive national sales organization structured into three regions—East, Central, and West—to ensure comprehensive coverage and dedicated support for all Sourcewell participating entities across the United States and Canada.</p> <p>Each region is staffed with a combination of Key Account Managers, Inbound Sales Representatives, and Outbound Sales Representatives who work collaboratively to provide responsive, solution-driven service.</p> <p>Key Account Managers oversee larger or multi-location Sourcewell members, offering personalized consultation, contract expertise, and long-term relationship management.</p> <p>Inbound Sales Representatives handle incoming inquiries, quotes, and orders from Sourcewell participants, ensuring fast response times and detailed product support.</p> <p>Outbound Sales Representatives focus on proactive outreach, assisting agencies in identifying product solutions, planning projects, and leveraging Sourcewell contract benefits.</p> <p>All members of the sales team are direct Barco Products employees who receive ongoing training in product specifications, government purchasing compliance, and Sourcewell contract procedures. The team operates closely with our customer service, logistics, and operations departments to maintain a seamless experience from quotation through delivery.</p> <p>This regionalized, multi-channel sales structure enables Barco Products to provide personalized service, consistent communication, and full contract coverage for Sourcewell members nationwide.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Barco Products delivers solutions directly to Sourcewell participating entities through a centralized sales and distribution model managed from our headquarters in Batavia, Illinois. We do not rely on independent dealers, resellers, or distributors for standard product sales under the proposed agreement. This direct-to-customer approach ensures consistent pricing, communication, and service quality across all participating entities.	*
28	Service force.	Our Service Force includes dedicated teams responsible for order management, warranty processing, and customer support. These employees—also direct Barco Products staff—oversee each order from entry to delivery, ensuring accuracy and proactive communication. Installation services, when required, are coordinated through qualified third-party partners that meet our performance and safety standards.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Barco Products manages all orders directly, without reliance on distributors or dealers. Sourcewell participating entities can place orders online through our secure e-commerce platform or by phone or email with our U.S.-based Customer Service and Sales teams.</p> <p>Our Customer Care team assists customers through each step of the process—from product selection and quotation to order entry and confirmation—ensuring accuracy and alignment with contract pricing. Orders are processed and fulfilled directly from Barco's U.S. facilities, allowing for full visibility, quality control, and consistent service levels nationwide.</p> <p>This direct-to-customer model enables Barco to provide faster response times, better pricing integrity, and a single point of accountability for all orders placed by Sourcewell members.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer Service Structure</p> <p>Our Customer Service and Sales Support teams operate from our headquarters in Batavia, Illinois, and consist of dedicated, full-time Barco employees. These professionals are trained extensively in our full product line, order management systems, and Sourcewell contract requirements. Each customer is assigned a representative who acts as a single point of contact to ensure consistency and clear communication.</p> <p>Service Process and Procedures</p> <p>Initial Inquiry: All phone calls and emails are answered by a trained Customer Service or Inside Sales Representative. Our average response time is under one business hour during standard operating hours (Monday through Friday, 7:00 a.m. – 6:00 p.m. CST).</p> <p>Quotation and Order Management: Representatives prepare quotes, confirm specifications, and enter orders promptly—typically within the same business day. Orders are reviewed for accuracy before processing.</p> <p>Order Confirmation and Tracking: Once entered, customers receive an order confirmation with lead time and shipment details. Our team proactively communicates any updates, ensuring transparency from production to delivery.</p> <p>After-Sales Support: Post-delivery, customers can reach our service team for assistance with installation guidance, replacement parts, or warranty claims. Most warranty or replacement inquiries are resolved within 48–72 hours of receipt.</p> <p>Response-Time Commitments</p> <p>Phone calls: Answered live or returned within one business hour.</p> <p>Emails and web inquiries: Responded to within one business day (often same-day).</p> <p>Quotes and order confirmations: Processed and delivered within 24 hours.</p> <p>Warranty/service claims: Acknowledged within 24 hours and resolved within 3 business days whenever possible.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Barco Products is fully committed and well-positioned to provide our complete line of commercial-grade site furnishings and related services to Sourcewell participating entities across the United States and Canada.</p> <p>We have decades of experience serving public agencies, schools, and government organizations, and our centralized distribution and customer service operations allow us to efficiently fulfill orders nationwide. Our in-house teams manage everything from quoting and order entry to manufacturing coordination, logistics, and post-sale support—ensuring consistent quality and responsiveness for every Sourcewell member.</p> <p>Barco Products is enthusiastic about supporting Sourcewell's cooperative purchasing model and stands ready to provide priority support, transparent pricing, and dependable delivery to all participating entities. Our U.S.-based sales and customer service staff are available to work directly with members to ensure their specific needs and project requirements are met with precision and care.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Barco Products is fully capable and eager to serve Sourcewell participating entities throughout Canada. We have extensive experience working with Canadian customers and are familiar with the logistics, documentation, and product requirements necessary to support cross-border transactions.</p> <p>Our team manages the entire process—from quoting and order coordination to shipping and after-sale support—ensuring a seamless experience for Canadian entities. We regularly ship products across North America and partner with trusted carriers who specialize in international freight, allowing us to deliver reliably and cost-effectively anywhere in Canada.</p> <p>Barco Products is committed to making it easy for Sourcewell members in Canada to access our high-quality, commercial-grade site furnishings and services. Our U.S.-based customer service team provides full support for Canadian orders, including product guidance, documentation, and warranty assistance, ensuring a smooth and responsive experience from start to finish.</p>

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Barco Products will fully serve all geographic areas of the United States and Canada under the proposed agreement.</p> <p>We have the logistics capacity and carrier partnerships in place to deliver products to every state and province, including Alaska, Hawaii, and remote regions of Canada. All Sourcewell participating entities will have access to the same product selection, contract pricing, and customer support.</p> <p>The only variation may be in freight cost or delivery time for orders shipping to non-contiguous U.S. states (Alaska and Hawaii) or remote Canadian locations. These differences are due solely to carrier availability and transit distance—not service limitations.</p> <p>Barco Products is committed to providing nationwide and cross-border coverage with consistent quality, reliability, and customer care for all Sourcewell members.</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>All Sourcewell participating entities—regardless of account type—will have full access to Barco Products' complete catalog of solutions, services, and contract pricing if awarded an agreement.</p> <p>Barco Products does not restrict access based on entity type. Our solutions are available to all eligible Sourcewell members</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Barco Products is fully capable of serving Sourcewell participating entities in Hawaii, Alaska, and U.S. Territories. While we strive to provide the same pricing and service standards nationwide, a few logistics-related considerations apply to these locations:</p> <p>Freight and Delivery: Orders shipping to Hawaii, Alaska, and U.S. Territories may incur additional freight charges due to carrier surcharges, extended transit times, and ocean or air transport requirements.</p> <p>All shipments are coordinated through national carriers experienced in remote and offshore delivery to ensure timely and secure transport.</p> <p>Lead Times: Delivery times may be longer than the standard continental U.S. schedule, depending on carrier availability and port conditions. Estimated lead times are confirmed at order placement.</p> <p>Product Availability and Packaging: Certain oversized or heavy items may require custom crating or palletization to meet carrier specifications. Our logistics team works with the customer to determine the most efficient and cost-effective shipping method.</p> <p>Service and Warranty Support: Warranty coverage applies equally to all locations; however, onsite service or replacement delivery times may vary due to shipping distance.</p> <p>No other restrictions apply. Barco Products remains committed to providing consistent pricing, responsive communication, and dependable service to Sourcewell members in Hawaii, Alaska, and all U.S. Territories.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes. Barco Products will extend the terms, pricing, and benefits of any awarded Sourcewell master agreement to eligible nonprofit entities that meet Sourcewell's participation requirements. We recognize that nonprofit organizations often serve public and community-focused missions similar to government and education entities, and we are committed to supporting them through fair, transparent, and consistent contract pricing.</p> <p>Nonprofits purchasing under the Sourcewell contract will receive the same level of service, support, and fulfillment priority as all participating members across the United States and Canada.</p>	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *
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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>Our marketing strategy for promoting cooperative purchasing opportunities is rooted in a customer-centric philosophy and developed specifically around the needs of government and education sectors, which represent our top focus industries. We recognize that cooperative programs offer tremendous value to our customers by streamlining the purchasing process and providing competitive pricing.</p> <p>Currently, our core promotional channels include industry-specific catalogs, targeted email campaigns, focused calling campaigns, and trade show engagements. In each, we highlight the cooperative programs we are approved for and the benefits of purchasing with an approved co-op vendor. Benefits we highlight include a simplified and quick purchasing process, as well as, direct cost savings. Sample catalog pages illustrating this messaging have been uploaded in the document section for reference.</p> <p>To increase awareness of these programs, we proactively inform both existing and prospective customers of our cooperative approvals through dedicated communications and sales outreach. Messaging emphasizes how leveraging our contract makes procurement more efficient and eliminates common pain points faced by government and education buyers.</p> <p>As our portfolio of cooperative programs expands, our 2026 marketing plan will build on these fundamentals via thought leadership and channel expansion. We have a plan to invest in creating case studies, solution guides, and informative landing pages that demonstrate the time and budget savings co-op programs offer. New initiatives include expanding promotions to LinkedIn, Facebook, Instagram, sector-specific trade publications, and distributing press releases to industry media.</p> <p>This omnichannel approach ensures more awareness and visibility for Barco Products, as well as Sourcewell, and supports our mission to simplify purchasing for all customers.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our company places a strong emphasis on leveraging technology and data analytics to maximize marketing effectiveness. In 2025, our "One Source of Truth" data analysis initiative unified all customer, marketing, and website data in a single, secure data warehouse. This strategic move enables every department to view and analyze daily report visualizations tailored to their needs, including comprehensive dashboards for sales, product, and marketing performance.</p> <p>To enhance audience targeting and measure campaign success, our marketing operations rely on an array of digital tools and platforms:</p> <ul style="list-style-type: none"> • Campaign-Specific Call Tracking: We track inbound responses to dedicated phone numbers associated with specific campaigns, allowing us to directly measure interest and optimize performance. • Conversion-Based Digital Campaign Tracking: Paid search ads and landing page experiments are tagged for granular performance analysis. We test ad copy and landing page elements to improve conversion rates through A/B ad copy testing, heat mapping and A/B landing page experiments. • Catalog cover response tracking: We measure response rates for various catalog designs—enabling us to refine messaging and imagery for future catalog drops. • Email campaign analysis: Some outbound emails are subjected to A/B testing, specifically focused on subject lines, headlines, and body content. We review open, click, and conversion rates to optimize future emails for our government and education audiences. • Calling campaign performance: Close rates and engagement are tracked and integrated with our data warehouse for ongoing sales process improvement. • Visualization and reporting: Real-time dashboards deliver actionable insights, empowering teams to respond quickly to trends and maximizing marketing ROI. <p>Our integrated technology stack and commitment to data-driven decision-making have tremendously increased overall marketing effectiveness. By continuously refining our channels and messaging based on data-driven insights, we can ensure that the benefits of cooperative programs are clearly communicated to all customers and prospects. The data-driven tactics detailed above, including campaign tracking, A/B testing, and multichannel analytics, will be further extended as we expand into new channels like social media and trade publications, increasing reach and impact with each initiative.</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?	<p>In our view, Sourcewell is a highly respected and trusted resource for its members and suppliers. Sourcewell should leverage its authority and relationship with members to ensure the benefits of its awarded contracts are highlighted through targeted member outreach utilizing its online resources, trade show engagements and direct communications.</p> <p>Our team will fully integrate the Sourcewell-awarded agreement in our sales process by utilizing Sourcewell training and support materials to fully educate our marketing, sales, and customer service teams, embedding Sourcewell pricing and documentation in our CRM and quoting systems, and developing sales and marketing collateral that highlights the contract in proposals and communications.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Currently we do not have a formal digital e-procurement system, however, our organization utilizes a streamlined workflow to support our government and educational customers. Our sales and customer service teams are extensively trained to guide eligible buyers through every step of the ordering process, from initial inquiry to contract documentation and fulfillment. We maintain clear, efficient workflows to ensure customers receive all necessary information, accurate pricing, and prompt responses. This hands-on support meets the requirements of public sector procurement and delivers the same reliability and transparency expected from an e-procurement platform. Our process enables our team to deliver individualized support, simplifying and streamlining the purchasing experience for each customer based on their unique needs.</p>	*

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>Barco Products provides comprehensive product support at no additional cost to Sourcewell participating entities. Standard support includes detailed product documentation and access to live U.S.-based phone assistance from our Customer Service team in Batavia, Illinois. Our representatives guide customers through topics such as product assembly, recommended use cases, and care and maintenance best practices to ensure long-term performance.</p> <p>When additional expertise is needed, our Product Management and Engineering teams can provide customized training sessions or technical guidance—either virtually or on-site as appropriate—to address specific project needs or installation requirements.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Barco Products incorporates several technological advancements designed to enhance product performance, sustainability, and long-term value for Sourcewell participating entities. Many of our site furnishings are constructed from top-grade recycled plastic materials sourced in the US and formulated with UV inhibitors to prevent fading and color degradation over time.</p> <p>Our proprietary BarcoBoard™ material, made from impact-grade polypropylene through precision injection molding, delivers superior strength, dimensional stability, and resistance to cracking or warping in demanding outdoor environments. These innovations result in products that require minimal maintenance, offer exceptional longevity, and provide a lower total cost of ownership compared to traditional materials.</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>Barco Products is committed to environmental stewardship through the use of sustainable materials and manufacturing processes. Our recycled plastic lumber is produced using post-industrial recycled plastic and is certified by GreenCircle Certified, LLC for its verified recycled content. These certifications can contribute toward U.S. Green Building Council (USGBC) LEED® credits for qualifying projects.</p> <p>By using recycled plastic materials, our products help divert waste from landfills and reduce demand for virgin lumber, thereby minimizing deforestation. In addition, our materials require no chemical treatments, paint, or stain—significantly reducing air and water pollutants throughout the product lifecycle while lowering maintenance requirements for end users.</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>Barco Products' primary third-party sustainability certification is issued by GreenCircle Certified, LLC, an independent organization that verifies the accuracy of environmental claims through rigorous assessment and documentation review. Our recycled plastic materials are GreenCircle Certified for recycled content, confirming that they are produced using post-industrial recycled plastics.</p> <p>This certification supports life-cycle sustainability by diverting waste from landfills, reducing reliance on virgin materials, and extending product longevity through durable, low-maintenance design. While Barco Products remains committed to responsible manufacturing practices and the ongoing evaluation of additional third-party eco-labels that align with our environmental objectives and customer needs.</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>Barco Products delivers exceptional value, quality, and reliability that set us apart in the commercial-grade site furnishings industry. Our products are designed and engineered in Waukesha, Wisconsin by our in-house team, ensuring every item meets or exceeds functional, aesthetic, and regulatory requirements.</p> <p>Many of our solutions are Made in the USA at our Waukesha facility and are backed by best-in-class warranties, including up to 50 years against breakage on recycled plastic components. These warranties are supported by our U.S.-based customer service and product resolution teams, providing responsive, knowledgeable support for Sourcewell participating entities.</p> <p>Additionally, Barco offers Quick Ship programs on many popular items to ensure timely delivery and project completion. Together, these attributes—American design and manufacturing, long-term durability, industry-leading warranties, and responsive support—make Barco Products a uniquely dependable partner for Sourcewell members.</p>

46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.	<p>Barco Products stands behind the quality and durability of every product we sell. All Barco products are covered by a minimum one (1) year warranty, with many items offering extended coverage of 10, 15, 20, or up to 50 years depending on material and product type. Warranty terms are clearly listed on individual product pages and begin on the date of delivery to the customer. This warranty covers all regions where Barco Products operates.</p> <p>During the warranty period, Barco Products warrants that products will be free from defects in materials and workmanship. Verified warranty claims are handled directly by our U.S.-based Customer Service team in Batavia, Illinois. Upon notification and verification, Barco will, at its discretion, repair or replace defective products or components. If a replacement is issued, the warranty continues from the original delivery date.</p> <p>Replacement products shipped within the first year of purchase are sent at no charge to the customer. For claims made after one year, Barco covers product replacement but the customer is responsible for shipping costs. Our warranty covers materials and workmanship but excludes labor, technician travel, or damage caused by misuse, improper installation, vandalism, or extreme environmental exposure.</p> <p>Surface rust is not covered; however, rust-through or structural failures occurring within the warranty period are fully covered. Additional guidance and warranty terms can be found at barcoproducts.com/product-warranty.</p> <p>Barco's warranty administration process is designed to be simple, transparent, and responsive, ensuring Sourcewell participating entities receive prompt resolution and long-term confidence in every purchase.</p>
47	Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.	<p>Barco Products designs and manufactures its site furnishings with accessibility and inclusivity as core principles. We offer a wide selection of ADA- and wheelchair-accessible products, including picnic tables, benches, and outdoor amenities that meet or exceed U.S. ADA Standards for Accessible Design and Canadian CSA B651 accessibility requirements.</p> <p>Accessibility is integrated early in our design process—products are modeled and validated in 3D CAD environments to ensure clearances and usability, followed by physical testing to confirm compliance in real-world settings.</p> <p>In addition to accessible product design, Barco Products supports inclusive installation and assembly practices. Our installation guides are written in clear, easy-to-follow language with visual diagrams to assist all users, including those with physical or cognitive disabilities. When requested, our Customer Service and Technical Support teams provide personalized guidance—by phone, video, or written instruction—to accommodate installers or maintenance personnel with disabilities.</p> <p>This comprehensive approach ensures that Barco Products' solutions are accessible not only in form and function but also throughout installation, use, and long-term maintenance—helping Sourcewell members create safe, inclusive, and welcoming environments.</p>
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	<p>While Barco Products does not currently hold formal industry certifications, we maintain exceptionally high standards through in-house engineering, design, and manufacturing processes. Every product is developed, tested, and validated in our U.S. facilities to ensure compliance with all applicable safety, regulatory, and performance requirements. Our team adheres to exacting quality and durability standards, combining precision engineering with rigorous testing—both virtually in 3D CAD and through physical trials—to deliver reliable, long-lasting commercial-grade site furnishings.</p> <p>This focus on internal excellence and meticulous quality control ensures Sourcewell participating entities receive products that meet or exceed industry expectations, even in the absence of formal third-party certifications.</p>
49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	<p>Barco Products differentiates itself through precision engineering and advanced manufacturing processes. All products are first designed in-house by our engineering team and then manufactured using state-of-the-art techniques, including precision CNC machining, automated cutting and drilling, and high-quality injection molding.</p> <p>Our rigorous design-to-manufacturing process ensures that every product meets true commercial-grade standards for durability, structural integrity, and long-term performance. In addition to our U.S.-based facilities, we maintain strict oversight of partner and contract manufacturing sites, ensuring they adhere to Barco's exacting design specifications, quality standards, and production practices.</p> <p>By controlling both design and quality across all facilities, we deliver products that are consistent, reliable, and superior to industry competitors.</p>

50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	<p>At Barco Products, customer safety, well-being, and accessibility are central to every design. All products are engineered and tested to meet or exceed applicable structural, material, and regulatory safety standards, ensuring durability and long-term reliability in commercial environments.</p> <p>In addition, we offer a wide range of wheelchair-accessible and ADA-compliant products to accommodate users of all abilities. Accessibility is integrated into both the design and installation processes, ensuring safe and inclusive use for everyone.</p> <p>Through this focus on safety, durability, and inclusivity, Barco Products helps Sourcewell participating entities provide welcoming, secure, and accessible environments for all users.</p>
51	Describe how your offering addresses the customer's desire to customize the offering.	<p>Barco Products is a leader in personalized commercial-grade site furnishings, offering extensive customization options for products such as benches, waste receptacles, and tables. Customers can choose from custom geometry, colors, logos, lettering, and other design elements to create a unique and functional space.</p> <p>Personalized logos and graphics can be produced using a variety of methods, including laser cutting, custom printed decals, engraved and filled designs, and more. Our in-house engineering team and U.S.-based Customer Support team work closely with each customer throughout the design and ordering process to ensure that every customized solution meets their functional, aesthetic, and branding requirements while maintaining durability and commercial-grade performance.</p> <p>Through these capabilities, Barco enables Sourcewell participating entities to personalize their environments with confidence, supported by expert guidance every step of the way.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Barco is classified as a small business in the eyes of the SBA	*
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Barco is classified as a small business in the eyes of the SBA	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
60		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 *	
61	Describe your payment terms and accepted payment methods.	Net15 & we accept major credit cards (AMEX, VISA, MASTERCARD, DISCOVER), mailed checks, EFT	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	None	*
63	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>Barco Products uses standardized transaction documents to ensure accuracy, transparency, and compliance under an awarded Sourcewell agreement. These documents facilitate proper account setup, order confirmation, and billing for participating entities.</p> <p>Standard Transaction Documents Include:</p> <p>Credit Application / Billing Information Form</p> <p>Required for new accounts to establish payment terms and collect billing details.</p> <p>Captures essential business information, billing address, payment method, and credit references to approve credit limits for Sourcewell participating entities.</p> <p>Order Confirmations</p> <p>Used to confirm all order details prior to fulfillment.</p> <p>Includes Sourcewell contract number, participating entity information, itemized product details, pricing, and estimated shipping information.</p> <p>Customers are required to review and confirm all order details to ensure accuracy and prevent delays.</p> <p>Warranty Statement</p> <p>Details product coverage, duration, and the process for submitting claims.</p> <p>This process ensures that every order is accurate, confirmed by the customer, and processed efficiently. Templates for the Credit Application / Billing Form, Order Confirmations, and Warranty Statement can be provided for review or uploaded as part of the agreement documentation.</p>	*
64	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?	Yes, we accept P-card and there is not any additional fee	*
65	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>Barco Products offers a transparent and straightforward pricing model for Sourcewell participating entities. Our pricing approach is structured as product-category discounts applied to standard list prices, providing predictable savings across our full catalog of products.</p> <p>Pricing Model</p> <p>Each product category receives a defined discount from the standard or list price.</p> <p>Discounts are applied consistently across all eligible SKUs within that category.</p> <p>Pricing for specialized or custom items is provided on a quote-by-quote basis.</p> <p>Pricing Data</p> <p>Detailed pricing, including standard/list prices, Sourcewell discounted prices, and SKUs for each item, is included in the accompanying pricing materials.</p> <p>These materials are submitted in the document upload section of our response for review by Sourcewell members.</p> <p>This model ensures clarity, consistency, and ease of use for participating entities when selecting and ordering products.</p>	*

66	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.	7% on Kirbybuilt items & 5% on all other products. The uploaded pricing PDF includes Barco Products 2026 list price, Sourcewell discount %, and Sourcewell participating entity price (after discount is applied).	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts when ordering more than \$20,000	*
68	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.	<p>Barco Products recognizes that Sourcewell participating entities may occasionally require "sourced" or "open market" products that fall outside the scope of the awarded contract. We propose the following method to facilitate these requests while maintaining transparency and fairness:</p> <p>Request and Quote Process</p> <p>Participating entities submit a formal request specifying the desired product.</p> <p>Barco Products reviews the request and provides a detailed quote, including product cost and shipping.</p> <p>Quotes are valid for a defined period (typically 30 days) to allow the customer time for review and approval.</p> <p>Pricing Methodology</p> <p>For open market items, Barco Products may supply products either at cost or at cost plus a small, pre-defined administrative fee, depending on sourcing requirements.</p> <p>The methodology is clearly disclosed in each quote, ensuring participating entities understand pricing prior to order approval.</p> <p>Customer Approval and Confirmation</p> <p>Participating entities must approve the quote before order processing begins.</p> <p>Once approved, the order is confirmed, shipped, and invoiced using our standard transaction procedures.</p> <p>Transparency and Documentation</p> <p>Every open market request is documented, including sourcing details, pricing rationale, and delivery estimates.</p> <p>This ensures accountability and allows Sourcewell members to make informed purchasing decisions while accessing non-contracted products efficiently.</p>	*
69	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.	<p>The pricing submitted with Barco Products' response reflects the total product cost under the proposed Sourcewell agreement. The following elements are not included in the submitted pricing and may be additional costs to the participating entity:</p> <p>Freight, Shipping, and Delivery: Calculated separately based on order size, weight, and destination.</p> <p>Installation, Assembly, or Set-Up Services: If required, these are provided by authorized third-party partners and are billed separately.</p>	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Barco Products provides a transparent and reliable freight, shipping, and delivery program for all Sourcewell participating entities.</p> <p>Shipping is generally additional to product pricing and calculated based on order size, weight, and destination. Participating entities receive a freight estimate upfront before order approval to ensure cost transparency.</p>	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Ship within the Continental United States along with all of Canada	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Barco Products employs a structured self-audit program to ensure full compliance with all Sourcewell agreement requirements and to verify that participating entities consistently receive the proper contract pricing.</p> <p>Audit Procedures</p> <p>1 - Regular Review of Orders: All orders are reviewed for accurate pricing, correct contract references, and adherence to Sourcewell terms.</p> <p>2 -Internal Reporting: Monthly internal reports track contract utilization, order volumes, and any pricing discrepancies.</p> <p>3- Cross-Verification: Sales, customer service, and accounting teams cross-check invoices and confirmations against the agreed contract pricing.</p> <p>This proactive self-audit process ensures pricing integrity, accountability, and consistent compliance for all Sourcewell members.</p>	*
74	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.	Our system allows us to select Buying Groups when orders are placed and we will code those as Sourcewell and provide quarterly audits.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2%	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Barco Products confirms that the pricing offered in this proposal is as good as or better than pricing available through any existing cooperative, state, or agency contracts. The pricing reflects our most competitive, nationally leveraged rates, structured to ensure consistent value for all Sourcewell participating entities. Discounts are based on product categories and applied uniformly across eligible items, ensuring fairness and transparency.	*

Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Barco Products is a leading manufacturer and supplier of commercial-grade site furnishings designed for durability, functionality, and aesthetics. Our comprehensive product line includes picnic tables, benches, waste and recycling receptacles, planters, bollards, bike racks, outdoor seating, dog park equipment, and message centers, as well as a variety of complementary outdoor amenities that enhance public and private spaces.</p> <p>Many of our products are made from recycled plastic, steel, aluminum, and concrete—materials selected for their long-term performance, sustainability, and minimal maintenance. Barco Products also offers custom and branded solutions, allowing customers to personalize furnishings with unique colors, logos, and designs that reflect their organization's identity or community setting.</p> <p>All products are commercial grade, engineered to withstand high-traffic use and harsh outdoor conditions, and backed by industry-leading warranties. This depth and breadth of offerings enable Barco Products to meet the diverse needs of municipalities, schools, parks, hospitality, and corporate environments across North America.</p>
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Benches & Seating</p> <p>Picnic Tables & ADA-Compliant Tables</p> <p>Trash, Recycling & Waste Receptacles</p> <p>Shade Structures & Shelters</p> <p>Park Amenities & Site Accessories</p> <p>Dog Park Products</p> <p>Bike Racks & Repair Stations</p> <p>Patio & Outdoor Furniture</p> <p>Message Centers & Bulletin Boards</p> <p>Personalized Site Furnishings</p>

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 *	Include which ones you are offering	
79	<p>Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:</p> <p>a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	na	*
80	<p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <p>a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Benches, picnic tables, bike racks, waste receptacles	*
81	<p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <p>a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	na	*
82	<p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <p>a) Playgrounds</p> <p>and at least one of the following:</p> <p>b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above).</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	na	*
83	<p>Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Barco Products does not provide on-site installation or maintenance services; however, we offer comprehensive customer support for all products we sell. Our U.S.-based customer service and technical support teams assist with product selection, assembly guidance, maintenance recommendations, and warranty support. This ensures that every customer receives expert assistance before, during, and after their purchase.</p>	*

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

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - 2026 Barco Sourcewell Pricing 20251015 FINAL.pdf - Wednesday October 15, 2025 17:19:15
 - [Financial Strength and Stability](#) - 2024 FS AIP - Barco Holdings, LLC FINAL.pdf - Monday October 13, 2025 09:28:50
 - [Marketing Plan/Samples](#) - Catalog_Sample_BCP-SG0425_1CP_LoRes.pdf - Wednesday October 15, 2025 11:51:05
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - BP Purchase Order Billing Form 2025.pdf - Thursday October 16, 2025 08:50:01

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. - Nicole Holakovsky, Director of Sales Operations, Barco Products LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
Addendum 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	<input checked="" type="checkbox"/>	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	<input checked="" type="checkbox"/>	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	<input checked="" type="checkbox"/>	2