

**Solicitation Number: 120320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Athletica Sport Systems Inc., 554 Parkside Drive, Waterloo, ON CAN N2L-5Z4, for itself, and on behalf of its wholly-owned subsidiaries, Becker Arena Products, Inc., and Cascadia Sport Systems, Inc. (collectively, Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ice Rink and Arena Equipment with Related Supplies and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

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

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

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

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

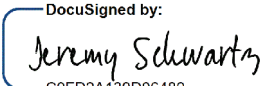
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits,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

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

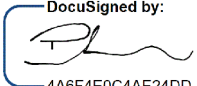
22. CANCELLATION

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


Sourcewell

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 1/6/2021 | 1:42 PM CST

Athletica Sport Systems Inc.*

DocuSigned by:

4A6F4E0C4AE24DD...
By: _____
Andrew McRae
Title: CEO
Date: 1/6/2021 | 1:48 PM EST

* for itself, and on behalf of its wholly-owned subsidiaries, Becker Arena Products, Inc., and Cascadia Sport Systems, Inc. (collectively, Vendor)

Approved:
DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 1/6/2021 | 1:53 PM CST

RFP 120320 - Ice Rink and Arena Equipment with Related Supplies and Services

Vendor Details

Company Name: Athletica Sport Systems Inc.
Does your company conduct business under any other name? If yes, please state: Becker Arena Products Inc, and Cascadia Sport Systems Inc.
Address: 554 Parkside Drive
Waterloo, Ontario N2L 5Z4
Contact: Andrew McRae
Email: amcrae@athletica.com
Phone: 519-747-1856 235
Fax: 519-747-3659
HST#: FEIN - 980501127;

Submission Details

Created On: Tuesday November 17, 2020 13:11:41
Submitted On: Wednesday December 02, 2020 13:58:01
Submitted By: Andrew McRae
Email: amcrae@athletica.com
Transaction #: 91bf4b59-b57b-455d-bfc2-ef4cd53dbaf6
Submitter's IP Address: 72.138.60.146

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Athletica Sport Systems Inc., Becker Arena Products Inc., Cascadia Sport Systems Inc.
2	Proposer Address:	554 Parkside Drive, Waterloo ON CAN N2L-5Z4 720 Innovation Drive, Shakopee MN USA 55379 3012 Murray Street, Port Moody BC CAN V3X-1X2
3	Proposer website address:	athletica.com beckerarena.com cascadiasport.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew McRae, CEO Athletica Sport Systems Inc. 554 Parkside Drive, Waterloo, ON CAN N2L-5Z4 (519) 747-1856 x 235
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeff Brosz, GM Becker Arena Products Inc. 720 Innovation Drive, Shakopee, MN USA 55379 (952) 567-7728
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Reid Hart, Director of Sales Athletica Sport Systems Inc. 554 Parkside Drive, Waterloo, ON CAN N2L-5Z4 (519) 747-1856 x 260 Jonathan Wood, GM Cascadia Sport Systems Inc. 3012 Murray Street, Port Moody BC CAN V3X-1X2 (604) 461-5208 x 110

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Heritage products from all our legacy brands have seen our companies carve out and define a market for the Ice Industry and Dasher Board products that we offer. The Crystaplex Plastics company started off as material supplier, and reseller of Polymer and Acrylic products just after the second world war. With offices in Canada, the business was supplying clear shielding and white plastic for use in the onsite building of hockey rinks across North America. In the mid-1980s, Crystaplex Plastics created a Build On-Site kit that included all the lumber and components needed to create a Dasher Board set and this became the industry standard of the time. The on-site installation and building of these Dasher Boards was quite labour intensive and became a bottleneck to the completion of the arena construction. Crystaplex Plastics then innovated the use of prefabricated, demountable Dasher Boards, made of factory welded steel sections which had all the white polyethylene sheeting screwed to the facing and shipped to site for local assembly by a smaller

crew. This innovation reduced the onsite installation time and shifted the industry to create a new product segment.

As first mover, Crystaplex Plastics was able to secure its position as market leader and product innovator as other firms began to copy the prefabricated strategy. Crystaplex Plastics determined that to be long term successful, they needed to have the highest quality staff providing the best customer service experience in the industry. In doing so – this allowed Crystaplex Plastics to create a separate company Crystaplex Arenas in 1988 and so the beginning of our legacy customer centric core values was established.

In 1999, Crystaplex Arenas was acquired by Athletica and held offices in both Ontario and Minnesota. During this period, in addition to servicing the community market, the company focused on the development of proprietary safety features and became the first Preferred Rink Equipment Supplier to the National Hockey League. Over the next 10 years, Crystaplex 590 Acrylic Shielding, GlassFlex, CheckFlex, and Soft Cap have each become the patented safety and flexibility standard in professional hockey. Currently, all 32 of 32 arenas in the NHL are using Athletica Products and the AHL is currently equipping their buildings with our Innovative and Safety compliant products.

Becker Arena Products was founded by Jim Becker in December of 1988. The company started as a distributor for Olympia Ice Resurfacers and Crystaplex Dasher boards and Arena Products. Becker began manufacturing the Signature Series dasher boards in 1994 and has focused on the community and private ice rink segment. As the NJPA and Sourcewell collaborative procurement contract holder, the business was acquired by Athletica Sport Systems in 2019.

Becker Arena Products continues to operate its community rink focus with a dynamic network of professionals including staff, subcontractors and vendors working together to provide resources, products and solutions for owners and operators in the ice rink industry. This group shares a sincere commitment including planning, teamwork, budget controls, meeting deadlines and following through on our promises. We are can-do people and we get most of our work from referrals. Creating a loyal customer who is happy with our products, process and customer service is our goal.

Cascadia Sport Systems was established in 1996 and serviced the lower mainland area of British Columbia in the gymnasium and ice arena market. With a customer centric strategy and single source solutions subcontract capability, the business quickly became known as an innovative specialty contractor providing competitively priced products and services. Cascadia was acquired by Athletica Sport Systems Inc in 2018.

Today, at Athletica Sport Systems, and through all our businesses, we believe in Safety through Innovation. Our philosophy has seen us become the world leader in the design, engineering, innovation and manufacture of dasher board systems. Our designs improve Player Safety, Fan Experience, and Reduce Owner Liability. As the Preferred Rink Equipment Supplier to the National Hockey League, the American Hockey League, and USA Hockey, Athletica Sport Systems works closely with each of the member Leagues to ensure new product enhancements such as our unique seamless acrylic shielding system, our patented Soft Cap® safety cap rail system and Glass Flex®, our flexible shielding system, are aligned with their current mandates, specifications and regulations.

Athletica Sport Systems has facilities in Canada, the USA, and a branch manufacturing facility in China. Our Manufacturing, Sales and Distribution center in Minneapolis Minnesota, Manufacturing, Sales and Distribution center in Waterloo Ontario, and Manufacturing, Sales and Distribution center in Vancouver BC allow us to cover North America as well as sales distribution around the world.

When it comes to excellence in all types of sport facilities, no other company comes close to Athletica Sport Systems. Whether we are enhancing the physical safety of players, reducing risk and liability for rink owners; improving ease of conversions, or maximizing the game experience for spectators - we bring it all to the game of hockey. With over 3,000 installations to our name, no company in the world builds or services more dasher board systems than Athletica Sport Systems, and nobody builds them better.

8	What are your company's expectations in the event of an award?	<p>Our brand promise of Safety through Innovation has been our mantra, coupled with exceptional customer centric values, that has allowed us to serve the market with continued success. This in turn has given our business the enviable leadership position in our space, and along with this comes high expectations and continued responsibility to our clients. We are always looking to expand on the existing Sourcewell relationship that has been initiated through our acquisition of Becker Arena Products and to bring these best practice solutions to our client base in Canada and other markets across the US.</p> <p>We expect that our superior geographic coverage, along with our strategic footprint locations in the Clusters of Ontario, Minnesota, BC and the US Northeast to be of significant value to our clients and congruent with Sourcewell growth objectives. By Aligning our sales coverage with Sourcewell would also bring added authenticity to our offerings and offer lower cost of acquisition to our customers through the efficiency of collaborative procurement. We have found that many of our education and municipal clients are looking for the ability to hard specify our products, while also meeting the legal obligations of public procurement bids. This collaboration will allow us to work with our clients to create the lowest Total Cost of Ownership. The current lowest price at Bidding situation has resulted in longer term cost over runs and premature replacement. We are eager to work with our clients to create a safer and more durable environment.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Athletica Sport Systems Inc. has become the industry leader in service and product offerings as well as geographic coverage with the acquisition of Becker Arena Products and Cascadia Sport Systems. This has given our group a combined revenue of over US\$46M. Sourcewell and its membership can be confident in the financial strength of Athletica Sport Systems Inc, Becker Arena Products Inc, and Cascadia Sport Systems Inc. as our group is majority owned by Fulcrum Capital Partners, a private equity firm with multiple holdings.</p> <p>Included in the attachments are our combined 2019 financials as well as a copy of our recent D&B reports.</p>
10	What is your US market share for the solutions that you are proposing?	<p>As reported by the IIHF and supported by USA Hockey, there are 1800 indoor ice arenas in the USA with the concentration of these in several clusters across the country. The State of Minnesota is reported to have approximately 900 of these ice rinks, and the North East States, when taken as a group form the second largest cluster. The growth of Ice Sports in the sunshine regions of the US have followed the expansion of the National Hockey League in the States of Florida, Texas, Arizona, and California.</p> <p>To match this demand, our group is strategically located with a Manufacturing/Sales and Distribution office in the Minneapolis/St Paul area. We also have a dedicated Sales team located in the North East as well as the North West.</p> <p>With existing installs and our aftermarket services operation, we touch 85-90% of all indoor ice arenas across the country and have the capability to service the remaining 10-15% for complete coverage.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>As reported by the IIHF and supported by Hockey Canada, there are 3500 indoor ice arenas in Canada with the concentration of these in several clusters across the country. The province of Ontario is home to over 1700 Ice Rinks and when clustered together, Quebec and the Eastern Provinces become the second cluster. Western Canada is home to the third cluster with a small presence in the far north - which is home to many small communities each with their own ice rink. With Manufacturing, Sales and Distribution offices in Waterloo Ontario, a joint venture Sales and Installation company in Quebec and Manufacturing, Sales and Distribution offices in metro Vancouver BC, our business is unmatched in National coverage and breadth of offerings. Our market share in this competitive and regionally focused business is over 60% where many of these facilities are Municipally owned and operated. Athletica also enjoys a very collaborative relationship with a number of First Nations tribes across Canada and has completed projects in many of these remote communities on all three coasts.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Not Applicable - as a Private Equity Owned, multinational corporation, registered in the Province of Ontario, Athletica Sport Systems Inc, each of our subsidiary businesses have never petitioned for Bankruptcy.</p>

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Our companies are best described as (B) Manufacturer/Service Provider.</p> <p>This contract will be administered by Athletica, Becker and Cascadia Direct Sales resources that are employees of the respective companies. As we also use commissioned sales agents in the Northeast and Northwest US, some clients may have local contacts with these agents – however those leads are passed onto our company Direct Sales resources.</p> <p>All contracts will be direct with Athletica Sport Systems Inc., Becker Arena Products Inc., or Cascadia Sport Systems Inc. Each company is directly responsible for the branded products it represents. Direct Sales, Inside Sales, and our Service Teams are made up of company employees.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Athletica Sport Systems and Becker Arena Products are registered to conduct business in most US States and all of Canada. Where required by state law, we also hold additional State Contractor Licenses. Our installations are in general using local unionized labor supported by a Direct Employee Union Supervisor. In some facilities, it is possible to use the Arena Staff or other laborers, under the direction of our Direct Employee Union Supervisor – thereby offsetting the cost of installation. Becker Arena Products is a licensed business in 34 states where we are required to be licensed in, as well as Canada. We are licensed to do business where necessary and collect sales tax where necessary. We also hold contractor licenses in these states: AK, AL, AZ, CA, IA, MN, ND, NE, NM, NV, RI, UT, WY & WA.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>There have been None for any of our business units.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Athletica Sport Systems Inc has been the Preferred Rink Equipment Supplier to the National Hockey League (NHL), the American Hockey League (AHL) and USA Hockey within the last 5 years.</p> <p>Becker Arena Products has received the following industry continuity awards supporting MIAMA 40 year Service Award Best Promoter of NJPA Award Governor's Meritorious Achievement Award for Safety Performance (MN) Becker Arena Products recognition from Ice Skating Institute (ISI) for being a 20 year member and Becker Arena Products founder Jim Becker has been recognized with a lifetime achievement award through his contributions to the ISI</p>	*
17	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Athletica - 30%, Becker 42%</p>	*
18	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>Athletica - 15%, Becker 25%</p>	*
19	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Through the acquisition of Becker Arena Products, Athletica Sport Systems Inc is pleased to include a Sourcwell as our only cooperative purchasing contract. In the past 3 years, Sourcwell has benefitted our Becker Arena Products sales team with revenues of:</p> <p>2020: \$2,567,941.00 2019: \$3,295,643.23 2018: \$1,577,965.56</p> <p>Becker Arena Products has also held the Sourcwell and formerly NJPA collaborative procurement contracts since 2012. This contract was one a key part of the investment thesis in the acquisition of Becker Arena Products.</p>	*
20	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>No current GSA contracts. Becker Arena Products is a current member of the United States Department of Defense "E-gov" procurement program. Athletica Sport Systems Inc has also retailed components through third party resellers which have existing GSA contracts (Gopher Sport).</p>	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Toronto, Ontario	Robyn Tuen	416-338-1700	*
City of Guelph, Ontario	Jean Starchuk	519-822-1260 x2759	*
City of Barrie, Ontario	Lisa Tuomi	705-739-4220 x4709	*
Centennial School District	Patrick Chaffey	763-792-6000	
West Des Moines	Shayne Ratclieff	515-440-4775	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Mercyhurst University	Education	Pennsylvania - PA	Dasher Boards & Accessories	\$640,000	\$819,432	*
Centennial School Dist	Education	Minnesota - MN	Dashers (2), Rubber Flooring & Accessories	\$782,000	\$820,000	*
City of Elk River	Government	Minnesota - MN	Dashers (2), Rubber Flooring & Accessories	\$1,000,000	\$1,564,656	*
Pingree School	Education	Massachusetts - MA	Rubber Flooring	\$343,000	\$669,746	*
City of West Des Moines	Government	Iowa - IA	Dashers (2), Rubber Flooring & Accessories	\$1,100,000	\$1,125,015	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	<p>Athletica Sport Systems Inc., Becker Arena Products Inc., and Cascadia Sport Systems Inc. each have a direct sales team that collaborates to offer the best support to all our client needs. We have the flexibility to either sell to a local client through a regional office or direct through preferred branch location utilizing a national sales support person where the client can oversee multiple locations with a single point of contact.</p> <p>Our outside sales teams are remotely dispatched and managed to meet with clients across North America in developing project scopes and offering consultative sales support. We have three Aftermarket Customer Service teams who work directly with the outside sales members to process real time orders and quotes. We utilize a mix of direct employees and commissioned sales representative to support the end users of our products.</p>	*
24	Dealer network or other distribution methods.	In the North East US, Florida, and California, we also have relationships with local representatives that work collaboratively on projects. To best serve Sourcewell members, each of our contracts would be direct with Athletica, Becker or Cascadia and we would subcontract the local agent to assist with installations or services as required.	*
25	Service force.	Through the three businesses, we have over 30 Installers and Services technicians that are available for on-site service and repair operations, as well as our Sales team is fully versed as technical supervisors that can work with client staff and contractors.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer Service is a core company value, and we reinforce our customer service principles into the daily practice of every associate. To accomplish this, each position has standards for customer service built into their job descriptor with annual performance measurements in place to drive excellence and consistency. This allows us to provide outstanding products and services to all our internal and external customers.</p> <p>Principles and Standards Athletica, Becker and Cascadia have developed these general customer service principles, and this is our brand promise to you;</p> <ol style="list-style-type: none"> 1) We will listen to you, be courteous, and treat you with dignity and respect every time you contact us 2) We will actively see to understand your business needs in order to serve you right the first time and every time thereafter 3) We will deliver high quality products and services that meet or exceed your needs and expectations 4) We will respond in a timely manner to your concerns and inform you when we will get things done 5) When you call us, we will make every attempt to ensure that you talk to a real person, even if the person you are calling is not immediately available 6) We will work out solutions and alternatives that create "win-win" solutions with you 7) You will know whom to contact if you have a problem. We will listen to your problem find a solution, follow-through, and put corrective actions into place to eliminate the issue 8) We believe that "Bad News" does not age well and that we will take the initiative to identify problem situations up front and propose workable alternatives 9) We will acknowledge our mistakes, apologize, and do our best to eliminate the error to exceed your expectations in the future. <p>Responsibilities In a successful organization, effective customer service is everyone's responsibility. It is incorporated into every individual performance plans and expectations. Managers and supervisors are responsible for assuring that their staff promotes excellent customer service, and that their organizations actively participate in the customer service program.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With our main locations in Waterloo Ontario, Shakopee Minnesota, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL AREAS of the USA - including Alaska, and Hawaii.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With our main locations in Waterloo Ontario, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL AREAS of Canada - including Yukon, Nunavut, the North West Territories and Quebec (in French as well as English).	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	*NO GEOGRAPHIC EXCEPTIONS* With our main locations in Waterloo Ontario, Shakopee Minnesota, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL AREAS of North America - including Alaska, Hawaii, and Quebec (in French as well as English).	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	*NO MEMBER SECTOR EXCEPTIONS* With our main locations in Waterloo Ontario, Shakopee Minnesota, and Vancouver British Columbia - our businesses are uniquely positioned to cover ALL BUSINESS SECTOR AREAS within North America. There are no other cooperative purchasing contracts or agreements in place.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our businesses regularly conduct business and ship products to Alaska and Hawaii. There are no restrictions and we are able to offer all our products and services. Shipping and travel expenses will be assessed at appropriate and agreed rates for these states.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Brand awareness in any industry is critical to establish a successful cooperative contract and growing its use. As market leaders in our competitive Ice Arena market, Athletica Sport Systems, Becker Arena Products, and Cascadia Sport Systems are enthusiastically ready to drive this program forward.</p> <p>Considering our experience administering the Sourcwell Cooperative Procurement Contract through Becker Arena Products, this familiarity from more than 15 years of successfully working together, Athletica, Becker and Cascadia have benchmarked other successful Sourcwell vendors in preparing a forward-looking, multiple step tactical plan that leverages our existing wide-reach to create awareness of Sourcwell in the USA and to facilitate an expansion into the Canadian Ice Arena market.</p> <p>In anticipation of a contract Renewal Award – our team has already begun the collaborative training program of sharing best practice from Becker Arena Products through Athletica and Cascadia. In order to fully leverage the program, our internal people and process alignment needs to be in place prior to Day 1 post award. Our plan is to hold a kick-off sales conference – and including the Sourcwell Contract Manager to review the Sourcwell Renewal Award Contract with each of our teams and our success is predicated on following the steps outlined in the plan below.</p> <ol style="list-style-type: none"> 1. Executive Sponsorship supporting a corporate level growth strategy is critical for any program to be successful. The Sourcwell Program is being driven from our Executive Team Sponsors – Andrew McRae, CEO and Patrick Westfall, CFO. Our executive commitment to our customer base has been embedded into each of our Business unit leaders – Reid Hart for Athletica Sport Systems Inc, Jeff Brosz for Becker Arena Products Inc, and Jonathan Wood for Cascadia Sport Systems Inc. We are constantly seeking opportunities to strengthen our national partner relationships in both Canada and the USA. We view executive alignment as mission critical for any successful contract strategy. 2. Our internal Sourcwell Contract Management team will continue to conduct quarterly business reviews with our executive leadership where usage statistics, product segments, and growth/adoption trends are reviewed and opportunities for next period are discussed. 3. Sales Team Training. A review of the Sourcwell Membership directory and first point of contact with our company is typically competed by their dedicated account managers and our order desk associates. Our account managers need to understand the scope and benefits of the Sourcwell agreement and know how to create value for our clients through these programs. Additionally, our account teams then propagate the value of the Sourcwell agreement to non-members helping to drive increased adoption, participation and contract growth. 4. Member Transition. Upon the award, we will seamlessly transition existing accounts and Members using the current contract to the new contract. Once this is in place, we can add Members to this contract by linking them in our business system to the contract within 3 business days of request. 5. Agreement Transition Plan. We anticipate adding a simple contract landing page that will be ready to go live on Day 1. Products details and updated pricing will be available and in place. We will also collaborate with Sourcwell marketing to create email awareness campaigns to explain how to make the transition seamless for the Sourcwell membership. 6. Monthly Email / Constant Contact. Our businesses through each of our Branded Sites, produces and distributes specific email announcements monthly to approximately 4,000 customers. Emails have been designed to highlight rotating topics for which the benefits of the Sourcwell program will be highlighted to Members – and more importantly to Non-Members. Please see samples email we recently sent out included in our marketing materials document uploads. 7. Sourcwell Branding Logo – Website Cross Link. Sourcwell branding logo will be added to our Branded Website and will direct customers to the Sourcwell landing page as well as a link back to https://www.sourcwell-mn.gov/ 8. Social Media. Our marketing team has many advanced tactics to reach Sourcwell customers though our social media channels on Facebook, Twitter, Instagram, and LinkedIn with many targeted followers in the US and Canada. 9. Trade Shows / Industry Associations. As a market influencer, our businesses regularly attend Trade Shows and Conferences whereby we market the Sourcwell relationship to each visitor to our booth. We have been able to secure may new customers through this process and the explaining the efficiency and positive benefits of collaborative procurement has been a value extender for our client base.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Using metadata and use statistics from our Branded websites - Athletica, Becker and Cascadia have established a presence unlike any other in the industry. Coupled with the strategic use of our social media channels, we are able to create seasonal offerings that make a difference in the Ice Arena Market based on the upcoming milestone in a typical Ice season. Summer facility maintenance, Preparation, Making Ice, operational spares and support, multiple event conversion equipment, tournament preparation and local association training supplies, though to Ice Out and completing the seasonal shut downs. Each of these events are discussed with our clients and we have used technology to help us understand this Ice Arena Lifecycle. We are mindful that this Sourcwell program will assist us in driving some best practices with our clients and assisting that relationship between procurement an operations at the Arena level.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Judging from the year over year growth of the Sourcewell Collaborative Procurement Systems, there is a clear best practice at promotion and creating value within member organizations that extends well beyond this current bidding process. With the previous Sourcewell and NJPA contacts with Becker Arena Products, spend at our business within this category has also seen a marked growth year over year and we are very interested in expanding this program in other geographies. With over 50,000 member organizations, we understand that this bid is focused on a niche member segment and we are pleased to have serviced over 450 different members thus far – and hope to continue to introduce ourselves to Sourcewell Members we have yet to meet.</p> <p>With an understanding and repeated awards of this contract though our Becker Arena Products business, we are hoping that Sourcewell continue its exception promotion programs and issue a Renewal Award Announcement and to support our MARCOM efforts in promoting the program through continued access to Sourcewell branded MARCOM information in formats we can use in our Media Strategy.</p> <p>On the Renewal Announcement, we would issue a Press Release in both Canada and the US naming each of our business units and promoting the Sourcewell Partnership. We would also send a broadcast mailing to our clients which includes over 4000 Targeted municipal and private clients across North America though our use of Constant Contact. We would also refresh our existing MARCOM materials and distribute through our bi-weekly announcements, publish to our Websites in our monthly blogs and also issue specific Sourcewell Branded adverts within the industry periodicals where we currently advertise.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our product offerings require some degree of consultative selling and so we have not offered an E-Procurement program. We do however have a simple catalogue ordering process where Sourcewell members can select the required products and create a quick web-inquiry through our website.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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>Becker Arena Products, Inc. offers training through local and national trade shows and seminars. We offer an ice painting training class at ISI (Ice Skating Institute). We are also asked to speak, as an industry expert, at different seminars in the ice rink industry.</p> <p>With every installation, we offer training to arena operations and management staff with our Installation Supervisors. Additionally, our local Sales Representatives are fully trained in the operational characteristics of our products. We have completed training classes as part of local trade shows, Amateur Hockey associations and major industry conferences.</p> <p>Our products also come with telephone support as well as published Operations and Maintenance manuals.</p>

37	Describe any technological advances that your proposed products or services offer.	<p>With the Crystaplex legacy branded products, Athletica has become one of the most technologically advanced Dasher Board manufacturers in the industry. Through the development of CheckFlex, GlassFlex, Crystaplex 590 Acrylic, Seamless Acrylic polycarbonate divider sleeves, Curved Terminations, ClearVision Polycarbonate shielding support and SoftCap - these patented innovations have greatly reduced the severity and occurrence of injuries in competitive hockey. Athletica as a core competency continues to innovate a develop new product technologies to facilitate training of youth hockey players though our Border Patrol and Optimizer rink divider products. Other replicators have tried to pirate and copy our products, however, Athletica has invested significant time and resources into these products and have the only NHL approved features that can be used in professional hockey arenas.</p> <p>The exclusive BAP Modular Rental Skate Storage System was developed by Becker Arena Products and has solved many skate storage problems for ice rinks around the country.</p> <p>Ultimate Vinyl ice marking products were developed by Becker Arena Products and have changed the way ice rinks put in the line markings and other markings in a sheet of ice.</p> <p>Becker Arena Products is the exclusive distributor in the United States for the MS2600 electric Desiccant</p> <p>Dehumidifier which is the only small electric desiccant unit designed for the ice rink market today.</p> <p>Becker Arena Products is the exclusive distributor of the IceTec 8 ice depth measuring tool for the entire worldwide distribution of the ice tool. This tool is the only electronic tool designed to take ice thickness measurements in an ice rink.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We have been a strategic participant and supplier to the National Hockey League's Green Initiative targeted at facility operators and arena owners globally. We have also participated in community equipment drives where Hockey Equipment is donated by local organizations and then refurbished and distributed to communities in need to reduce the barriers to play.</p> <p>We are able to offer rebate programs for existing Dasher Board components returned as part of an upgrade project, which are then refurbished and resold though our RinkEquipmentResource.com resale site. This Cradle to Grave re-use program is also supported by Becker Arena Products, utilizing recycled plastic lumber in our benching and bleacher products and recycled rubber flooring.</p> <p>As an organization we recycle our paper products as well as our steel, aluminum and polyethylene offcuts and drops. In turn, this reduces the carbon footprint of the ice hockey industry and reduces landfilling of products considered obsolete by some communities.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>This is best illustrated through our Repurposed equipment site https://rinkequipmentresource.com/. Through this channel we are able to offer resale and refurbished equipment to private and cost sensitive municipal customers. We are also able to provide LEED compliance to project specific requirements.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Our product offerings meet stringent requirements for the National Hockey League, American Hockey League, and USA Hockey requirements. Our testing and certification programs are unequalled in the industry. We also regularly work with Architects, Engineers, and local regulating agencies to influence industry safety specifications and end user product developments improving Player Safety and reducing Owner Liability.</p> <p>Through the Sourcwell Program, we are able to offer multiple products to meet any specification and price point. This allows municipal and education buyers to receive the best cost - and highest value on our safety feature rich Elite Competitive Dasher Boards as well as our community arena products which offer great performance characteristics at a more economical price point. We have positioned our business to offer one stop full accountability for products, installation, and service. We offer the largest selection and the greatest coverage in the industry.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Our warranties cover all products manufactured by Athletica, Becker and Cascadia - supplied and installed for a noted project against defects in materials and workmanship, under normal use, for a period of 1 (one) year from the completion of Installation. For resale products - the manufacturers warranty will be extended to the purchaser.</p> <p>Upon project completion, a Warranty Certificate is issued to the End User Client.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Warranty Exclusions are related to wear parts and other consumable items.</p> <ol style="list-style-type: none"> 1) Glass / Acrylic breakage is specifically excluded from the above warranty 2) Regular maintenance items per maintenance manual 3) Damage to the dasher board system due to defects in the workmanship of other trades (i.e. concrete heaving or settling) 4) Unapproved anchoring methods 5) Damage due to abuse, negligence or uses other than their intended application 6) Unapproved or improper reinstallation of dasher boards and shielding 7) Unapproved alterations or modifications to the system without prior approval, guidance or review by our Business Units
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty coverage includes all costs for remediation of materials and workmanship.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Warranty coverage is for all regions in the US and Canada. With local offices across the continent, we are able to send a local technician to provide Warranty parts, services and repairs.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For products manufactured by Athletica Sport Systems Inc, Becker Arena Products, and Cascadia Sport Systems Inc, we are able to offer a typical 12 month manufacturers warranty as outlined in the Appendicies
47	What are your proposed exchange and return programs and policies?	<p>Return Policy Prior approval is required on all returns. All returned merchandise must be new and unused, and in saleable condition, preferably in the original packaging. Return shipping costs are the responsibility of the buyer. All returns are subject to a minimum 15% restocking and handling fee. Athletica Sport Systems, Becker Arena Products and Cascadia Sport Systems reserve the right to refuse the return of merchandise if our return policy and procedures are not followed. In the case of defective merchandise, contact Athletica, Becker or Cascadia. to arrange return and/or replacement. Custom ordered / manufactured items shall be approved for manufacture by the buyer before construction and are not returnable.</p> <p>Damaged Merchandise When a shipment is received please inspect for damage immediately. If there is damage to the package, make notation of same on carrier paperwork before you take possession of the shipment at your premises. Athletica Sport Systems, Becker Arena Products or Cascadia Sport Systems are not responsible for damage or loss in transit. All freight claims must be filed with the delivering carrier. Notification of shortages or damages must be made within five (5) days of delivery. Do not return damaged merchandise without contacting Athletica Sport Systems first.</p>
48	Describe any service contract options for the items included in your proposal.	Ongoing service, inspection, and repair contracts are available and we have for instance contracted with some municipalities to complete a service contract for all their arenas.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>For our sale contracts, which have a high degree of customization, Athletica, Becker and Cascadia have approached this topic with flexibility, and we offer flexible terms depending on the size and scope of the project as dictated by the Client.</p> <p>For Arena Services Orders (Components)</p> <ol style="list-style-type: none"> 1) Net30 Terms 2) As negotiated at time of order, consistent with local municipal procurement rules. <p>For Arena Services Orders (Projects with Labor) Typically one of the following</p> <ol style="list-style-type: none"> 1) 1% Discount, Cash in Advance 2) 45% Deposit, 45% on Shipment, 10% on Completion 3) As negotiated at time of order, consistent with local municipal procurement rules. <p>For Dasher and Replacement Project contracts,</p> <ol style="list-style-type: none"> 1) 1% Discount, Cash in Advance 2) 45% Deposit, 45% on Shipment, 10% on Completion 3) AIA Construction Progress Billing Terms 4) CCDC Construction Progress Billing Terms 5) As negotiated at time of order, consistent with local municipal procurement rules.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Becker Arena Products has offered Financing/Leasing options through third parties. Contracts with National Cooperative Leasing have been executed in the past and we maintain relationships with many firms in this area. Any fees or incremental costs for leasing are not covered under this proposal and would be an incremental fee to the client.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>There are several Procurement Processes and streams that we make available to Sourcwell Members.</p> <ol style="list-style-type: none"> 1) A client would contact one of our regional sales agents directly with either an email to a telephone call. This would initiate the inquiry into our system. 2) A client could call one of our regional offices, via telephone, email, or website inquiry to review their requirements <p>In response, our customer services order desk will then contact the client and guide them through the specification and quotation process. Once quotation has been accepted and all contract terms have been confirmed, an order confirmation will be made to the client and the supply process will commence.</p> <p>As our businesses are on a common EPICOR platform, we store and maintain a Sourcwell Membership directory – which since inception or the first contract in 2012, we have sold to over 450 member locations. This customer attribute also facilitates the quarterly sales reporting and service fee payments to Sourcwell. Members will also enjoy the discounted pricing as this pricing structure is uploaded into the business system and allocated to each of the Sourcwell Member accounts. This continuity guarantees that once a customer has been allocated as a Sourcwell Member, they will continue to receive the preferred contract pricing throughout the life of the program.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>We are able to accept Credit Card Purchases (maximum \$3,000 transaction value - or additional fees may apply) and can add payment p-card options for clients that reach a critical sales level.</p>

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	With the varied project scopes for Dasher Boards, we have included a detailed price breakdown for each option. By tabulating the quantity of unit cost of each item, the total proposal cost can be generated. A 5% discount from the price is offered at the time of quotation and will be included in the order. Details of pricing for Catalogue items are included in the attachments and are shown as Market MSRP and Sourcwell MSRP. The Sourcwell MSRP is a net price shown with Discount included.
54	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.	We have included a typical 5% discount on the MSRP of all our Catalogue prices. Each member will receive a quotation that includes this discount as a net price proposal and is shown on the price list. We have also included a discount on feature and option pricing for dasher board projects which range from 3% to 7% (which is consistent with our Public Procurement and Volume Discount Best Cost Pricing Strategy).
55	Describe any quantity or volume discounts or rebate programs that you offer.	We have included standard discounts and volume rebates to create the best cost procurement options under the Sourcwell Member Price List. We are not able to offer incremental discounts - though we will work with Sourcwell Members to minimize costs and optimize efficient project deliveries. These savings will be passed directly to the client.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Athletica Sport Systems, Becker Arena Products, and Cascadia Sport Systems will provide as many quotes for sourced products or services as a Sourcwell Member may reasonably require. These items will be supplied on an as quoted basis.
57	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.	Product, Shipping, Installation and Commissioning and Training charges are included in all our Project Bid offerings. The only exceptions are return freight and restocking charges. For Catalogue (ASO) items, freight, shipping and delivery charges are extra to order and quoted at time of order/shipment.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is charged between the factory origination and Sourcwell Member destination locations, and factors including product specifics (weights and dimensions).
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In general, all delivery, locations are handled the same. On general ice rink accessories, all shipments are shipped F.O.B., stock location. Shipping costs are additional unless otherwise specified. Notification of damages or shortages must be made within 48 hours of delivery. Athletica Sport Systems, Becker Arena Products, or Cascadia Sport Systems are not responsible for damage or loss in transit. All freight claims must be filed with the delivery carrier. Customized items shall be approved by the purchaser prior to shipping and are not returnable. All returned items are at the customer's expense.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Athletica Sport Systems, Becker Arena Products and Cascadia Sport Systems occasionally delivers its own products locally (using a company vehicle) but typically we would use common shipping services.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are pleased to pool demand for public procurement programs and offer preferred pricing in-line with our competitive and best cost pricing strategies.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>With over 11 years working with Sourcwell (and NJPA), Becker Arena Products has developed a robust reporting program for administration of this program. We intend to continue this best practice self reporting and adding in clients with Athletica and Cascadia as well. Since each of our business all operate on the same EPICOR business system, we anticipate a seamless experience for Clients as well as a robust and transparent program with Sourcwell.</p> <p>Each of our Sourcwell clients are identified</p> <p>An example of this reporting template has been included in the appendices.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are pleased to be able to pass a 2% administration fee for sales under the Sourcwell Contract.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our products across the three business, are positioned for different segments and we have a single offering for each product category.</p> <ol style="list-style-type: none"> 1) Crystaplex 6A - Elite: for professional and competitive Ice Hockey - includes many Safety and Conversion features 2) ProSeries - Premium Community: Mechanically Fastened Anodized Aluminum. esthetically elegant and clean design matches other architectural finishes. Safety upgrades available. 3) Infinity – Elite level Indoor multiuse full-framed dashers. Typically used in MAC courts for student centers in the Educational Segment 4) BAP Signature 6.0 – Community focused welded steel framed dasher boards. Designed for durable long-term installations in single purpose arenas. 5) BAP Outdoor 4.0 – Outdoor design for year-round, multi-season use. 6) CAS1500 Series – Skating Rail and custom ice barrier. For use on Indoor and Outdoor seasonal skating rinks. Easily customizable and each unit is custom built. 7) CAS3900 Series – An elegant Barrier System for use in multi-purpose sport facilities and ideal for indoor soccer fields. 8) CAS8000 Series – Best cost system welded steel framed dasher boards for budget sensitive installations 9) Skate Racks and Rentals skates, player and spectator seating, benching and coat hooks/locker room components and rubber flooring for use throughout the facility 10) Spectator netting and Low-Emissivity ceilings 11) ArenaDeck ice covers 12) Scoreboards and dasher board advertising programs 13) Full compliment of Catalogue items to support the ongoing Ice Arena operations team with Parts, Tools and Consumables used year-round. 14) Skating aids and on-ice training hockey components supporting Developmental programs. 15) Ice Edger, Ice Paint and Painting supplies, in-ice logos and water treatment products 16) Dehumidification equipment 17) Resurfacers components and replacement parts 18) Used and Refurbished equipment 19) Installation, Inspection and Maintenance Services
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our category descriptions would be as follows</p> <p>Dasher Boards for Ice Arenas</p> <ul style="list-style-type: none"> - Elite/Competitive Level - Community Level - Best Cost Level <p>Dasher Boards for Sport</p> <ul style="list-style-type: none"> - Indoor Soccer and MAC Courts <p>Locker Room and Supporting Products</p> <ul style="list-style-type: none"> - Benches, Coathooks, Storage Lockers, Skate and Stick Racks <p>ASO - Arena Services Catalog Items</p> <ul style="list-style-type: none"> - Ice Making equipment and supplies - Parts and Maintenance equipment - Operational Spares

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Ice resurfacers and edgers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer edgers from many manufacturers as part of our catalogue sales. We also offer refurbished resurfacers through our Rink Equipment Resource program. *
67	Dasher boards and rink dividers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer the Border Patrol Foam Dividers and the Optimizer Rink Divider that is also the Preferred Rink Divider of USA Hockey. *
68	Ice rink and arena equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have a comprehensive catalogue offering of Ice Rink supplies and equipment. This has been added to the products upload page for review. *
69	Ice rink and arena structural or mechanical equipment (HVAC, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We resell many mechanical component and have been a distributor of Dehumidification and Water Treatment Systems. *
70	Ice rink and arena related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer Ice Painting and other maintenance services - specific to Dasher Boards and general contract maintenance. *

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As our businesses are on a common EPICOR platform, we store and maintain a Sourcwell Membership directory – which since inception or the first contract in 2012, we have sold to over 450 member locations. This customer attribute also facilitates the quarterly sales reporting and service fee payments to Sourcwell. Members will also enjoy the discounted pricing as this pricing structure is uploaded into the business system and allocated to each of the Sourcwell Member accounts. This continuity guarantees that once a customer has been allocated as a Sourcwell Member, they will continue to receive the preferred contract pricing throughout the life of the program. With over 11 years working with Sourcwell our company has developed a robust reporting discipline for administration of this program. We intend to continue this best practice self reporting and adding in clients with Athletica and Cascadia as well. Since each of our business all operate on the same EPICOR business system, we anticipate a seamless experience for Clients as well as a robust and transparent program with Sourcwell. An example of this reporting template has been included in the appendices. *
72	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	Dasher boards and components are essentially Air Quality Neutral. Therefore, there is no impact to this area. *
73	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	With our corporate social responsibility focus - Athletica, Becker and Cascadia have taken old dasher systems and offered credits where the product can be repurposed in another facility. *
74	Describe your product attributes and advancements in regard to product safety, longevity and lifecycle costs.	The durability of our Dasher Board products is completely dependent on the nature of the facility and how the space is used. The typical lifecycle would be in the order of 10-15 years for a community arena and generally matches the lifecycle of the refrigerated floor. Safety through Innovation is the Athletica Sport Systems Inc. brand promise, following on the values of innovation and development of the Crystaplex Arena product features, Athletica has continued to develop new products and technology to reduce the severity and occurrence of injuries and to also make the product simpler to change for multi-use arenas. We continue to develop new products such as the Sled Hockey on-ice bench area. This creates a much more elegant play experience for Sled Hockey. Athletica has also partnered with Covestro, and the Pittsburgh Penguins to develop a flexible facing dasher board that absorbs impact energy again with the objective of improving player safety. *

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Financial Statements - Sourcewell Bid 2020.pdf - Tuesday December 01, 2020 12:04:07
 - [Marketing Plan/Samples](#) - Marketing Data (Product, Catalogue, Sourcewell Reporting).pdf - Tuesday December 01, 2020 14:01:56
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Product Warranty Information.pdf - Wednesday December 02, 2020 09:56:56
 - [Pricing](#) - Master Sourcewell Excel Price List (ATH, BAP, CAS) - December 2020.pdf - Wednesday December 02, 2020 13:50:13
 - [Additional Document](#) - ATH, BAP, CAS Capabilities.pdf - Wednesday December 02, 2020 13:47:00

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Ice Rink and Arena Equipment with Related Supplies and Services_RFP_120320 Mon November 23 2020 10:19 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #120320-ATH**

THIS AMENDMENT is by and between **Sourcewell** and **Athletica Sport Systems Inc. (for itself and on behalf of its wholly owned subsidiaries, Becker Arena Products, Inc., and Cascadia Sport Systems, Inc.)** (collectively, Vendor).

Sourcewell awarded a contract to Vendor to provide Ice Rink and Arena Equipment with Related Supplies and Services to Sourcewell and its Participating Entities, effective January 6, 2021, through January 8, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance–Subsection A. Requirements– Item 5. Professional/Technical, Errors and Omissions and/or Miscellaneous Professional Liability, of the Original Agreement, is deleted in its entirety.

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

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz, Chief Procurement Officer

Date: 6/21/2021 | 8:56 AM CDT

Approved:

DocuSigned by:
 By: Chad Coquette
 Chad Coquette, Executive Director/CEO

Date: 6/21/2021 | 9:06 AM CDT

Athletica Sport Systems Inc.

DocuSigned by:
 By: Andrew Wrona
 Andrew Wrona

Title: CEO

Date: 6/21/2021 | 9:35 AM EDT