

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Arena LLC, 1353 Larc Industrial Blvd., Burnsville, MN 55337 (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

American Arena LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 1/6/2021 | 1:40 PM CST

DocuSigned by:
Cole McDevitt
By: 28A08EA8825D4E0...
Cole McDevitt
Title: Vice President Sales & Marketing
Date: 1/6/2021 | 1:29 PM CST

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 1/6/2021 | 1:52 PM CST

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

Vendor Details

Company Name: American Arena
Address: 1353 Larc Industrial Blvd
Burnsville, MN 55337
Contact: Cole McDevitt
Email: cole@americanarena.us
Phone: 952-905-0061
HST#: 84-3329876

Submission Details

Created On: Tuesday November 10, 2020 09:34:52
Submitted On: Tuesday December 01, 2020 08:31:28
Submitted By: Cole McDevitt
Email: cole@americanarena.us
Transaction #: 82c8d2fc-c6e2-4d6c-9881-46e877e36bfb
Submitter's IP Address: 24.118.184.225

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):	American Arena LLC In 2020 Minnesota Ice LLC changed its name to American Arena to reflect the growth and expansion in the company
2	Proposer Address:	1353 Larc Industrial Blvd, Burnsville, MN 55337
3	Proposer website address:	www.americanarena.us
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):	Cole McDevitt - Vice President, Sales & Marketing 1353 Larc Industrial Blvd, Burnsville, MN 55337 cole@americanarena.us (952) 905-0061
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael McDevitt - Chief Executive Officer 1353 Larc Industrial Blvd, Burnsville, MN 55337 mike@americanarena.us (612) 919-1919
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Cole McDevitt - Vice President, Sales & Marketing 1353 Larc Industrial Blvd, Burnsville, MN 55337 cole@americanarena.us (952) 905-0061

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.	<p>History: Minnesota Ice (American Arena) was opened for business October 1st, 2014. Our first project was an outdoor ice rink in Secaucus, NJ. Including that project in late 2014 and all of 2015, we had sales of \$3,811,637 with a 25.7% gross margin. In 2016, we expanded our reach in the industry and finished the year with \$3,890,704 in gross revenue and our gross margin expanded to 26.9%. In 2017, we solidified our position in the ice rink floor construction space grew sales to \$4,792,734 with a 31.7% gross margin. In 2018, we held \$4,025,560 in gross sales and began our expansion into the accessory category. That investment translated to an 18% gross margin for the year. In 2019, revenue moved to \$7,740,905 reflecting our move into accessories and the beginning of our refrigeration division. In 2020, we saw growth in our accessory business including installations of our own dasher systems. Like many others, COVID-19 has had its impact on our industry. We have used it as an opportunity to launch our industrial refrigeration division. We felt this expansion of products and services would best be announced by changing our name from Minnesota Ice to American Arena. The name change is our way of showing our growth as a company and our reach in the industry. We added to our marketing efforts to get out the word about the change and increase sales. We could not be more satisfied with the results of our efforts and we believe that this hard work will drive us to \$10M revenue and well beyond for years to come.</p> <p>Mission Statement: At American Arena our mission is to be recognized by our peers as the most knowledgeable company in the industry with industry leading expertise in Design, Engineering, Construction, Mechanical Systems, and Accessories. We will be the best at what we do and we will be able to demonstrate what we do that makes us the best. Building lasting relationships with our customers will guarantee the long-term success of our company.</p> <p>Values Statement: At American Arena, we value: hard work & efficiency, family, balance between work and family responsibilities, a satisfied customer, a reputation of being better than the rest, respect for each other and the passion to work together to leverage skills and talents across the company, interacting with customers and employees with integrity, delivering high quality products and services that benefit our customers and community, promote both personal and company growth through continuous learning and innovation.</p>
8	What are your company's expectations in the event of an award?	<p>In the event of an award, our expectation is to continue to grow our business and become the ice arena industry's first thought, when in the market place for all things ice arena. In addition, we expect the bid and purchasing process for our government clients to be less complicated to bring a better overall experience to the customers. We want to deliver our customers the best possible experience and this award will allow us to do just that!</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>Our financial strength and stability are reflected in the supporting documents in the designated section. We have provided our CPA reviewed financials and bonding limits and capacity. These documents will provide adequate information to show our financial strength and stability.</p>
10	What is your US market share for the solutions that you are proposing?	<p>For NHL and NCAA arenas, American Arena is one of three companies that are qualified to bid on these projects with floor and chiller components. This field has been reduced by 1 with the departure of Ice Builders. American Arena is the only one of these companies that offers accessories in house for a one stop shop customer experience.</p> <p>As the industry has a planned "phase-out" for replacing aging R-22 refrigeration systems, American Arena is one of a very few companies in the industry that can offer a custom, environmentally friendly Ammonia industrial refrigeration system. American Arena is the only company in the industry that can offer a full line of in-house accessories. This one stop shop feature is well received by owners and general contractors alike.</p> <p>In the accessory market, #1 Athletica (Canadian company) has purchased #2 Becker Arena Products (a US based company). This leaves just one other American made dasher board company to supply the industry. We have been a customer of that company and know first-hand that they have maxed out their production capacity in 2020. American Arena is well positioned to fill the need for American made dashers board systems and ice rink accessories.</p> <p>Potential work for 2021 – Our sales and marketing staff have identified and are positioning American Arena to deliver proposals or bids on \$15,000,000+ worth of projects in 2021. This is just the early stages of the 2021 bidding season AND we are seeing additional projects being held back until there is better vision into 2021 as related to effects of the COVID-19 pandemic.</p>

11	What is your Canadian market share for the solutions that you are proposing?	With Becker Arena Product's move to Canada, American Arena is laser focused on addressing opportunities that have been provided in the U.S. As of now, American Arena has no market share in Canada. With that being said, an expansion into Canada is something that we could see in the near future. We want to make taking care of our current cliental in the United states the number one priority.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, American Arena has never petitioned for bankruptcy protection.	*
13	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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) American Arena is best described as a manufacturer and service provider. Our sales and service forces are completely in house and are employees of American Arena. Our sales force supports all company divisions: Design & Engineering, Construction, Mechanical, Accessories. Our service providers are American Arena employees and will be the same folks the buyers were introduced to during installation. This makes for an easy and clear communication structure with our customers. For the mechanical products we offer, our customers sometimes prefer to have their established facility service provider assume the service and maintenance duties and, in these cases, we provide the necessary training and support for a successful transfer of responsibility.	*
14	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.	Our design, construction, mechanical and dasher board and certifications include but aren't limited to: - Business licenses in many jurisdictions - Certified construction and engineering stamped drawings in many jurisdictions - Contractor's licenses in many jurisdictions - Mechanical licenses for specialty in many jurisdictions - Certifications to qualify us for bid work with certain engineers - OSHA certifications for job sites It is standard practice for our design and construction team to become licensed, as each project requires this after we are awarded a project.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	American Arena has had none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>We have not pursued industry awards. American Arena has worked hard to be recognized by our customers and their testimonials as our measure of success.</p> <p>"We worked w/ American Arena on our communities first and only outdoor ice rink. We couldn't have asked for a better experience with their team that made our first outdoor rink the talk of the town!" - Wes Hayden (Casper Wyoming)</p> <p>"American Arena was a pleasure to work with. They did quality work, and finished the job early. They have also been available to answer questions and provide assistance post project. This is a company you will enjoy dealing with." - David D. Donnellan (Mt. Lebanon)</p> <p>"Mankato Curling Club experienced a total failure of our antiquated equipment. We are very appreciative for the knowledge and advice we received from Mike and his team in replacing the system. They did what they said they would do, when they said they would do it, and at the quoted prices. Thanks to American Arena for our successful re-start!" - Kim Rheume (Mankato Curling club)</p>
17	What percentage of your sales are to the governmental sector in the past three years	72% of our total business over the past three years has been to the governmental sector.
18	What percentage of your sales are to the education sector in the past three years	0% of our total business over the past three years has been to the educational sector.
19	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?	We have never held a cooperative purchasing contract throughout our years of business.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have any of these types of contracts at the moment. These types of contracts and/or arrangements aren't standard in our line of work.

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 *
Mall of America	Eric Atkins	(952) 250-5699
Super Bowl 52	Hayden Hume	(310) 892-9484
St Paul Winter Skate	Renee Appel Mattson	(218) 310-2627

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 *	
Hoffman Estates Community Center	Government	Illinois - IL	Demolition of floor and replace 2 rink floors	\$2,400,000	\$2,400,000	*
Fox Cities Champions Center	Government	Wisconsin - WI	2 new rink floors and chiller installation	\$1,855,826	\$1,855,826	*
Mt Lebanon Ice Rink	Government	Pennsylvania - PA	Floor demo and floor install	\$1,777,000	\$1,777,000	*
Wheeling Community Rink	Government	West Virginia - WV	Floor demo and rink floor install	\$1,069,233	\$1,069,233	*
Knoxville Coliseum	Government	Tennessee - TN	Floor demo and replacement of two floors	\$1,330,561	\$1,330,561	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	Our network of our sales staff extends across the United States. All six of our sales staff are full time and direct employees of American Arena. They are responsible for specific geographic areas along with different sectors of the company. This ensures that we are a knowledgeable company representative to help Sourcwell participating entities across the United States. Much of our sales staff extends their work load into the service side of our company. These close relationships working with customers allows our staff to deliver on our customers' needs sooner rather than later.
24	Dealer network or other distribution methods.	Our distribution method runs through our main warehouse located in Burnsville, MN. We do keep much of our product inventory in stock to meet the demands of our customers as they arise. We have a warehouse staff of four employees that take on the responsibility of creating and filling our current and future orders for distribution. They are all direct workers of American Arena and their duties extend into the service side, when orders need to be adjusted or completed.
25	Service force.	Our service staff here at American Arena serves the entire United States. We have four full time service staff employees that work to make sure customer orders and shipments are done on time and with quality. Much of our sales staff handles our service needs as a they have developed a relationship with our customers and understand their wants and needs. Our service staff handles different sectors of our company and are all direct full-time employees of American Arena.
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.	Customer service in a smaller community such as the ice rink industry is vital to a company's success. With a tight knit community, we know our customer service has to be top notch at all times to ensure our customers will always enjoy coming back. Our process and procedures start as we always ask customers what their needs are first. We work to assess their needs by finding the right products or services we can provide for them. At American Arena, we believe that customer service starts from the beginning of first contact with our customers. Communication is the key upon good or bad news, so keeping customers updated and educated is at the forefront of what we do. Response-time is on a "as soon as possible" basis all dependent on the type of information being shared with. We believe our commitment to keeping relationships with our customers is our number one goal. If this means more communication with tough answers, honest answers and real answers it is what we are willing to do.
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	American Arena is willing, able, and looking forward to providing products and services to all Sourcwell participating entities in the United States. We pride ourselves on being an arena's one stop shop. This means that providing participating entities with products and services from top down. If we don't have a current solution or product, we will find one!
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	American Arena is willing, able, and looking forward to providing products and services to all Sourcwell participating entities in the Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We fully intend on serving the entire United States and Canada. For the near future, our sales focus will be on the United States market but as opportunities arise in Canada and around the world, we stand ready to act on them.
30	Identify any Sourcwell 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?	There are no limits to our sales reach. We fully intend to work with all sectors that are looking to do business with us.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	At this time, we are not aware of any additional restrictions or requirements to overcome in order to sell products or perform construction work in Hawaii, Alaska, and the U.S. Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
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>Newsletters - We expect to proudly announce our relationship in our January 2021 newsletter. This newsletter reaches nearly 2,000 ice rink facilities across the United States with over 3,000 total contacts. We believe our marketing data is the most current and complete of any in the industry. We would expect to display the Sourcewell logo on all subsequent additions of our newsletter.</p> <p>Targeted Emails - We would promote the Sourcewell relationship when applicable in our monthly targeted emails. Each month we target a segment of the industry with a special promotion that we feel is of particular interest to a select group of customers. This would include discounted items for our Sourcewell specific members!</p> <p>Website - The Sourcewell logo will be prominently displayed in the lower banner of our website constantly reminding potential customers of our relationship.</p> <p>Flyers and Handouts – Marketing materials printed for distribution at trade shows and the like will carry the Sourcewell logo as a reminder of our relationship.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Most of our use of technology and digital data is focused on our collection of metadata. This is something we pride ourselves on, so we can truly get to know each ice rink, what they have, and their future needs might be. This data has been gathered by individually reaching out to rinks by a personal phone call, from our trained sales staff. We keep a whole host of data points based of each arena and their needs. These data points stem from anything such as mechanical components, floor types and accessory needs. This has helped us gain a better understanding of our customers and their needs.</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>We at American Area do not have any expectations of Sourcewell when it comes to promoting contracts that arise out of our relationship. That opinion may change as our relationship develops but as of now, no expectations.</p> <p>Sourcewell sales will take the same place as other sales in our sales process. We believe we can deliver the industry leading service and customer experience to Sourcewell and non-Sourcewell contracts. With this said, this will fully understand the advantages with time and energy savings by working through a Sourcewell contract.</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>As of this time we do not have an e-procurement ordering process.</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.	With every ice rink chiller purchase American Arena provides 20 hours of startup and shut down instruction. This training is included in the product price.
37	Describe any technological advances that your proposed products or services offer.	The American Arena Beyond Cool refrigeration controls software package is industry leading with its ability to manage annual start-up and rink slab draw down. This program scheduling features multiple ice rink configurations and independent ice temperatures. Energy management using our proprietary floating head technology and power clipping features. This is a custom-built American Arena software for our chillers only.
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.	American Arena is leading the ice arena industry push the transition from R-22 chiller machines to more efficient and environmentally friendly blended refrigerants focusing on R-513 and when possible the most efficient primary refrigerant Ammonia which 100% environmentally friendly. Please refer to our full line-up of refrigeration equipment listed in our catalogue.
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.	This is not applicable to our product offerings at this time.
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.	This is not applicable to our product offerings at this time.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>American Arena prides itself as a "Made in America" company. A vast majority of our products are made in America by Americans. A vast majority of the dasher board production has moved north of the boarder and we want to change that dynamic. We take pride in understanding the needs of rinks so we can make their experience a positive one.</p> <p>In addition, as mentioned before, we offer a special mechanical software for our chillers to operate at the most efficient levels for energy consumption. This will allow rinks to pay less on an annual basis and put more money in their pockets, while being energy efficient.</p> <p>Another unique part of American Arena is our ability to do everything. We do everything in the ice rink industry and take pride in serving customers with many needs.</p>

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?	American Arena Products are covered with industry leading warranties. We provide warranties on rink floors, chiller units and dasher boards. Please refer to the product catalogue for further details.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	As long as products are used for their intended purpose, American Arena does not place usage restrictions on its industry leading product line-up.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For products that offer labor coverage in the product warranty, travel time and mileage is also included in the warranty service.	*
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?	We are not aware of any restrictions to our service reach.	*
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?	Typically, American Arena passes through manufacturers warranties directly to the customer.	*
47	What are your proposed exchange and return programs and policies?	For accessory products, American Arena has a 100% satisfaction guarantee return policy. For products that are deemed to be defective, American Arena will return and replace the item at no additional charge. For products that are deemed to perform but are not as the customer expected, American Arena will give a full credit for items that are returned in "like new" condition.	*
48	Describe any service contract options for the items included in your proposal.	<p>1) American Arena offers 24/7/365 remote monitoring of chiller systems that carry our Beyond Cool control system.</p> <p>2) American Arena offers an annual maintenance program for American Arena chillers. This service contract is for regularly scheduled maintenance of chiller components.</p> <p>3) American Arena offers a dasher board certification program where American Arena personnel inspect and correct defects in an arena's dasher board system giving them confidence and a third-party verification that their system is safe for play.</p>	*

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 Design & Engineering, we require a 40% payment at signing of agreed upon work and then 60% at conclusion of work.</p> <p>For Construction work, a draw program is developed based upon work completed and product on site.</p> <p>For Mechanical products, we require a 40% payment at acceptance of submittals, 40% when the mechanical system arrives on site and the remaining 20% upon completion.</p> <p>For Accessory products, we require 100% payment prior to shipping for customers that do not have approved credit through our finance department. With approved credit, we offer a net 30 payment program.</p>
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>American Arena has partnered with KLC financial to provide leasing and financing options to rinks across the country. This could include financing for things such as dasher boards, chillers and other mechanical equipment, ice rink floors and all other parts of the accessory sector. KLC Financial is a local (Twin Cities) business with great understanding of the products American Arena is selling. This allows customers quick and easy access to capital if need be.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>The American Arena order process is fully in house. All transactions are directly between the buyer and American Arena with no middle person. Our sales staff will take in orders through phone, email and online orders and will record and process them through our online CRM platform. This platform allows us to create customized reports to show our sales on a weekly, monthly or quarterly basis. Customer details, transaction details, items numbers and administrative fees will all be recorded on this platform to allow for easy access to this information. Quarterly reporting should be efficient and timely.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>At this time, American Arena does not accept P-card procurement and payment. If we find it necessary for our customers, we certainly will look to add the feature.</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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>American Arena has provided standard pricing for ice rink floor installations and the supply and installation of standard dasher board systems. Ice rink chiller pricing is per unit delivered. The cost of chiller installations will be priced separately due to the custom nature of each project.</p> <p>American Arena engineers a custom design for much of its own products and services. Pricing presented is based off the RFP and represents industry standard or better design criteria. The standard pricing should not be considered to be complete due to the custom aspect of each project. Factors such as geographical location, building lay-out, mechanical room location and access, arena access, and facility intended purpose may affect price.</p> <p>Additional Design, Engineering, and Construction work outside the RFP scope can be performed on a cost plus 15% basis.</p> <p>Installation services for Mechanical and Accessory products are available and are charged at a cost plus 20% basis.</p> <p>American Arena is proposing line-item discounts for Sourcewell customers and these discounts are arranged by product category. Please refer to our product catalogue for details.</p>
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.	The American Arena Pricing List will display each item's unique Sourcewell discounted price.
55	Describe any quantity or volume discounts or rebate programs that you offer.	American Arena does not have quantity or volume discounts or a rebate program at this time. These types of programs are not typical for our industry.
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.	<p>For Design & Engineering "sourced or open market" products or related services, our policy is cost plus 15%.</p> <p>For Construction "sourced or open market" products or related services, our policy is cost plus 15%.</p> <p>For Mechanical "sourced or open market" products or related services, our policy is cost plus 20%.</p> <p>For Accessories "sourced or open market" products or related services, our policy is cost plus 20%.</p>
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.	<p>For items listed in the Design & Engineering, Construction, and Mechanical sections of the Pricing List the following are NOT included in the total price of the product unless noted: Freight, Shipping, Permits, Fees, Licensing, Sales Tax.</p> <p>For items listed in the Accessory section of the Pricing List the following are NOT included in the total price of the product unless noted: Freight, Shipping, installation, Set Up, Training, Sales Tax and inspection.</p>
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once a Sourcewell customer has determined their product selection, our sales staff will work with the customer to determine their shipping expectations. We will take that information and propose to the customer a delivery solution. The customer is welcome to explore shipping options on their own.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Due to the diversity and custom design of our product offerings, freight, shipping and delivery terms to Alaska, Hawaii, Canada, or any offshore delivery must be addressed on a case-by-case basis.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We use traditional freight and delivery methods.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	American Arena takes its relationship with customers serious. We are offering a large discount to Sourcwell members for much of our product and services lineup. We understand the value in the relationships so this is what is reflected in the pricing.

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.	American Arena will update catalog pricing quarterly along with a Sourcwell Pricing reviewed to ensure consistency. Once contract is received from Sourcwell the sale will be recorded in two places. To ensure that all sales that are under contract have their administrative fee paid, the records will be made immediately when the contract is received. There will be a liability account in the accounting software where the administrative fee is recorded for a Sourcwell payment along with an excel worksheet that will track all Sourcwell made contracts for the quarter. This work sheet will include who, when, where, total sales and administrative fee.
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.)	Design & Engineering – For all Sourcwell facilitated contracts, our proposed administrative fee will be 2% of the contracted price. Construction – For all Sourcwell facilitated contracts, our proposed administrative fee will be 2% of the contracted price. Mechanical – For all Sourcwell facilitated contracts, our proposed administrative fee will be 2% of the contracted price. Accessories – For all Sourcwell facilitated contracts, our proposed administrative fee will be 2% of the contracted price.

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.	We are offering products and services that are directly linked to the needs of the ice rinks around the country. We are offering everything from the accessories associated to helping rink manager complete daily tasks, to complete refrigeration systems. Our ability to do it all, has allowed us to grow in every aspect. Please refer to our catalog for further details!
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our four main categories are as follows: Design/Engineering, Constructions, Mechanical, Accessories. Please refer to our catalogue for a complete listing of our products and services.

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	n/a	*
67	Dasher boards and rink dividers	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a	*
68	Ice rink and arena equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a	*
69	Ice rink and arena structural or mechanical equipment (HVAC, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a	*
70	Ice rink and arena related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a	*

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.	At American Arena we track our sales and marketing data weekly. We will add to the data collection, appropriate categories that we feel best measure our success vs. the goals we have set for our performance. We will track sales in each of our 4 company divisions, we will track actual sales vs. our initial goals, and we will track the avenues that deliver Sourcewell opportunities so we can enhance those avenues as build the relationship.	*
72	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	<p>Design & Engineering – In this division we offer products that help ice arenas determine what their air quality is, where they would like it to be, and paths to get there.</p> <p>Construction – In this division we install products that impact ice arena air quality.</p> <p>Mechanical – In this division we offer refrigeration equipment that have very different impacts not only on the air quality but on the environment. Included with these systems are leak detection and air quality systems that monitor the overall refrigeration equipment for the safety of the staff and patrons. We also sell and install dehumidification systems that have the primary goal of enhancing ice quality by removing excessive humidity in the arena. Within these units we include air quality sensors that can also address air quality issues.</p> <p>Accessories – We represent resurfacers products that included an electrical option to eliminate indoor exhaust.</p>	*
73	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	In terms of environmental focus, the American Arena base design is Anhydrous Ammonia which is a naturally occurring substance and is recognized by all refrigeration governing bodies as having zero environmental impact and is rated as "0" in both the Montreal Protocol (Ozone Depletion) and the Kyoto Protocol (Green House Gas). When the application is a non-ammonia application, the American Arena refrigerant of choice is the R-513a. R-513a has a Montreal Protocol (Ozone Depletion) rating of "0" and a Kyoto Protocol (Green House Gas) of "621" which is the lowest rating of all refrigerants currently recommended for ice rink refrigeration and is the blended F-gas endorsed by the NHL.	*
74	Describe your product attributes and advancements in regard to product safety, longevity and lifecycle costs.	Beyond the zero and near zero direct environmental impact of the American Arena refrigeration systems, American Arena has design enhancements that focus on having the highest industry energy efficiency by incorporating features such as "Floating Head Technology", precise temperature control and energy optimization control logic incorporated in our Beyond Cool, PLC driven control system. A secondary benefit of our energy efficient design is the reduced mechanical stress on the compressors and condensers, considerably extends the life cycle of our refrigeration systems.	*

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 Strengths and Stability.zip - Tuesday December 01, 2020 07:50:25
 - [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Tuesday December 01, 2020 07:59:03
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.zip - Tuesday December 01, 2020 07:49:01
 - [Pricing](#) - Pricing.zip - Tuesday December 01, 2020 07:48:34
 - [Additional Document](#) - Company Narrative.pdf - Monday November 30, 2020 21:44:55

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. - Mike McDevitt, CEO, American Arena LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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-AMR**

THIS AMENDMENT is by and between **Sourcewell** and **American Arena LLC** (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 of the Original Agreement is deleted in its entirety.
3. Section 18. Insurance, Subsection A. Requirements, Item 6 Network Security and Privacy Liability Insurance of the Original Agreement is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

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: 4/5/2021 | 10:55 AM CDT

Approved:

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

Date: 4/5/2021 | 10:56 AM CDT

American Arena LLC

DocuSigned by:
 By: Cole McDermitt
 Cole McDermitt

Title: Marketing President

Date: 4/5/2021 | 8:31 AM PDT