DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

Solicitation Number: 120320

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and All-American Ice, LLC, dba All-American Arena Products, 1414 S. 4th Avenue, Albert Lea, MN 56007 (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.

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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 will inspect the Equipment and Products at the time of delivery per Vendor's Return Policy and note any damage incurred in transit on the bill of lading..

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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

Sourcewell 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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.

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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.

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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 Entitles 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. With the exception of custom-made equipment or products, 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.

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Vendor will pay an administrative fee to Sourcewell 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 Sourcewell 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 Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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 theTrademark(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.

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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.

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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:

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

- 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

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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.

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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

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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.

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§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.

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

22. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 1/6/2021 | 1:40 PM CST

All-American Ice, LLC, dba All-American Arena Products

DocuSigned by:
By: Sean Passingham
8140E587DD9B466...

Sean Passingham
Title: President

Date: 1/6/2021 | 12:18 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 1/6/2021 | 2:20 PM CST

DocuSign Envelope ID: 0659ABF0-E153-4EA6-A362-CAD00DAE8D65

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

Vendor Details

Company Name:	All-American Ice, LLC
Does your company conduct business under any other name? If yes, please state:	All-American Arena Products
Address:	1414 South 4th Avenue Albert Lea, MN 56007
Contact:	Sean Passingham
Email:	sean@allamericanarena.com
Phone:	844-231-2227
HST#:	47-1860571

Submission Details

Created On:	Wednesday October 21, 2020 11:20:07
Submitted On:	Thursday December 03, 2020 09:37:15
Submitted By:	Stephanie Passingham
Email:	stephanie@allamericanarena.com
Transaction #:	c5433965-8c2b-4982-93b6-28988f3ac692
Submitter's IP Address:	96.2.20.87

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):	All-American Ice, LLC DBA All-American Arena Products	*
2	Proposer Address:	1414 S. 4th Avenue Albert Lea, MN 56007	*
3	Proposer website address:	www.allamericanarena.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Sean Passingham, President 1414 S. 4th Avenue Albert Lea, MN 56007 sean@allamericanarena.com 507-318-0730	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sean Passingham, President 1414 S. 4th Avenue Albert Lea, MN 56007 sean@allamericanarena.com 507-318-0730	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Passingham, Vice President 1414 S. 4th Avenue Albert Lea, MN 56007 stephanie@allamericanarena.com 844-231-2227	

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.	All-American Arena Products has been providing rink-related solutions to customers of all shapes and sizes since 2013. From small back yard private rinks to $44 million multi-sheet arenas, All-American takes pride in finding solutions for those who share our passion for the ice rink industry. All-American Arena Products has developed a wide network of industry partners, which allows us to meet the needs of our customers. Quality vendors, skilled installers, and knowledgeable sales reps, led by Sean Passingham, an 18-year veteran of the industry, as well as a fan and former hockey player, work to support the vision of the customer. Not only do we leverage our knowledge and connections in the industry to find the solution that best meets our customer's requirements for product and services, we also engage with the industry by volunteering our time and financial resources on the ground where it counts, through team sponsorships, participation in charity events, and service on the U. S. Ice Rink Association board of directors. We know and care about our customers beyond the sales transaction. All-American Arena Products provides solutions to industry needs great and small – promptly and at a fair price. We provide a full range of products and services including, but not limited to: dasherboards, flooring, locker room equipment, rink dividers, netting, goal frames, and other accessories, Mission Statement: All-American Arena Products will create and maintain lasting relationships with our customers by providing exceptional customer service, high quality products, and fair pricing. Values Statement: All-American Arena Products and its employees value: 1. Family, 2. Reputation (achieved by great customer service and high-quality products), and 3. Relationships. Vision Statement: All-American Arena Products is positioned as the premiere company recognized as a solution-oriented industry partner which excels at customer satisfaction.
8	What are your company's expectations in the event of an award?	All-American Area Products' expectation would be to immediately coordinate a training plan with Sourcewell for all staff to be fully versed in the details of the Sourcewell contract and the associated reporting requirements. All-American has extensive experience in joint purchasing contracts, so we anticipate this training will be accomplished quickly and smoothly, allowing us to turn our attention to marketing the contract and its benefits to existing and new customers (See Marketing Plan, Table 7). In light of the prior strength of this awarded contract, All-American would expect increased sales and would appropriately staff our company to promote and service the contract. A strategic planning session(s) with sales force, vendors, industry partners and contractors would be held prior to the contract start date to review protocols for seamlessly meetings Sourcewell members' expectations in a timely manner. All-American Arena Products expects to immediately, effectively serve Sourcewell's membership. In a review of All-American's top 50 current customers, 98% were Sourcewell's existing members in the government category. We have built relationships with your members already, and we anticipate hitting the ground running and seamlessly incorporating Sourcewell opportunities. In the non-profit category, we found that only 15% of our non-profit customers were Sourcewell members, giving us the opportunity to introduce Sourcewell to a new pool of membership prospects. 81% of All-American school customers are currently Sourcewell members.
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.	All-American Arena Products has a track record of growth and customer satisfaction. Founded in 2013 (with incorporation as All-American Ice, LLC, DBA All-American Arena Products in 2014), we have increased sales from $508k to $2.3m (2020 YTD). As exemplified by our supporting documents, customers are satisfied, suppliers are enthusiastic partners in our success, and our company is sound. Attached documents: • Income statements (2018, 2019 and 2020 YTD) • Farmers State Bank – letter of reference • Riley Manufacturing – letter of reference • Regupol – letter of reference • Kiefer USA – letter of reference • Kaiser Manufacturing – letter of reference • Goldleaf Surety Services – letter regarding bonding capacity • Certificate of Insurance

10	What is your US market share for the solutions that you are proposing?	All-American Arena Products provides ice arena products and services to all 50 states. We serve a customer base that ranges from small temporary outdoor rinks to multi-sheet indoor complexes. Our customers are individuals, non-profit associations, municipalities, colleges and universities, as well as NHL practice facilities. We also provide products and services to consulting firms who have numerous additional rinks as their clients. Our goal is to be recognized as the best, not the biggest. Our focus is "customer share," not market share. We develop relationships and focus on getting it right the first time. We believe that serving our customers well will lead us closer to 100% of their business. As a result of our customer service focus, market share has followed. Since our inception in 2013 (with incorporation as All-American Ice, LLC in 2014), All-American Arena Products has grown to become the 3rd largest supplier of rink products in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	All-American Arena Products has developed a strategic partnership with Riley Manufacturing in Woodstock, Ontario, which allows us to serve every Canadian province with expert on-the-ground personnel.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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?	a) AND b) All-American Arena Products is a unique entity in the industry in that we have developed core competencies and strategic partnerships to solve the questions being asked by today's rinks. We can manufacture solutions, we have vendor partners with solutions, we can install solutions, and we can provide customer service for solutions. We are a distributor, dealer, reseller, manufacturer, and service provider. All-American has set up its operations to be a one-stop shop for rink needs. Our manufacturing/sales/service/dealer network is a combination of independent and company-owned entities. Ultimately, All-American Arena Products stands behind every item and service it provides to our customers. [See attached authorizations to act as distributor/dealer/reseller.]	*
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.	Licensing and certification for work in the ice arena industry varies considerably by location and project scope. When All-American Arena Products is on-site for a construction-related project, we have complied with regulations by securing state contractor license/registration, city contractor license/registration, proper insurance requirements, state foreign entity business registration, permits, bonds, and any other documentation as required by our role on the job site. Regarding the purchase and sale of tangible goods to various customers, All-American Arena Products has filed the necessary ST-3 forms, and/or registered for sales tax collection where required. We have also registered with various government entities to comply with customer's individual processes. Sean Passingham received his CIT (Certified Ice Technician) professional designation in 2012, which is recognized by the National Hockey League (NHL), and is the most highly regarded professional designation for ice rink operations professionals.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	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	• Board member (vendor rep), US Ice Rink Association (formerly STAR, Serving The American Rink) 2008-2011, 2019-present (Sean P.) • 2015 Woodstock Chamber of Commerce recipient, Excellence in Manufacturing award (Riley Mfg.) • Classroom instructor for US Ice Rink Association (Brandon) - IMPT: Ice making and painting technologies - IMEO: Ice making equipment operations - SIRO: Safe ice resurfacer operation • CIT designation* (Sean P., Lon, and Brandon) • Approved supplier to Canadian Lacrosse Association (CLA) • US Patents - FlushMount (dasherboard shielding system) #8,858,348 B2 (Sean Riley) - FlexPost (dasherboard post system) #9,283,469 B2 (Sean Riley) *Certified Ice Technician (CIT), professional designation, recognized by the National Hockey League (NHL), is the most highly regarded professional designation for ice rink operations professionals To achieve the CIT, an individual must complete three operations courses and pass the exams: • Basic Refrigeration (BR) • Ice Making and Painting Technologies (IMPT) • Ice Maintenance and Equipment Operation (IMEO)	*
17	What percentage of your sales are to the governmental sector in the past three years	38%	*
18	What percentage of your sales are to the education sector in the past three years	9%	*
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?	National Cooperative Purchasing Alliance: 2018 - $76k; 2019 - $296k; 2020 - $420k Municipal contract (town in the state of New York): 2020 - $20k	*
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?	None	*

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 *	
National Sports Center / NSC Super Rink	Pete Carlson, Senior Director of Operations and Programming	763-717-3881	*
Andover Community Center	Erick Sutherland, Recreational Facilities Manager	763-767-5166	*
Grand Forks Park District	Nick Arola, Facilities Manager	701-787-2808	*
Penn State University Pegula Ice Arena	Chris Whittemore, Facility Manager	814-865-7570	

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 *	
"Large, multi-rink entity"	Government	Minnesota - MN	Full range of equipment and services from window cling rink diagrams to replacement of 40,000 sf of rubber flooring.	Ranging from hundreds of dollars to hundreds of thousands of dollars.	$650k	*
“Large community recreation facility”	Government	Minnesota - MN	Full range of equipment and services from net pad packages to new construction including boards, flooring, and locker room equipment.	Ranging from hundreds of dollars to hundreds of thousands of dollars.	$290k	*
“Division I University arena”	Education	Michigan - MI	New dasherboard system.	Hundreds of thousands of dollars.	$212k	*
“Small city arena”	Government	Minnesota - MN	New flooring supply and installation.	Tens of thousands of dollars	$175k	*
“Large Park District – multiple facilities”	Government	North Dakota - ND	Full range of equipment and services from dasherboard cleaner to supply and installation of shooting practice area.	Hundreds of dollars to thousands of dollars.	$150k	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	All-American Arena Products has an extensive network of sales professionals, including All-American employees and contract reps serving the entire United States and Canada, including representation in Minnesota, Ontario, Maine, New Hampshire, and Texas, Manitoba, Alberta, British Columbia, Quebec, and Saskatchewan. Our knowledgeable sales team also has specific expertise in engineering, design, installation, and service making them exceptionally qualified to find the right solution for our customers.	*
24	Dealer network or other distribution methods.	Through strategic partnerships, All-American can quickly supply goods and services nationwide and throughout Canada. Our Canadian market is led by Riley Sports with headquarters in Ontario and a representation in Manitoba, Alberta, British Columbia, Quebec, and Saskatchewan. The U.S. market is served directly from All-American’s headquarters in Minnesota and by partnerships with Ice Ops in the northeast, Complete Ice Arena Services in the south and western U.S., and Arena Warehouse nationwide. In addition, our suppliers have numerous manufacturing facilities across the country allowing us to minimize shipping costs for customers.	*

25	Service force.	All-American Arena Products employs and contracts with skilled professionals to meet the requirements of the task at hand. We provide the right team for the job. We can staff a team of 12 or a team of 1 to meet the customer's needs. All service is coordinated through All-American Arena Products' headquarters in Minnesota. Team members have extensive experience in a full range of ice arena needs. • Riley Sports – International o Project manager o 48 years of design and manufacturing experience o Multiple patents awarded Dasherboards • FlushMount - US patent # 8,858,348 B2 • FlexPost - US patent # 9,283,469 B2 • Don Rodgers, Rodgers Inc, Columbus, OH (great lakes region) o 28 years contracting experience (construction manager/general contractor) o Licensed in multiple states o 5 full-time employees o Multiple seasonal employees • Lon Sorenson – International o B.S. – Recreation & Parks Management o Certified Ice Technician (CIT) o Universal refrigerant license o 20 years of rink operation experience o Dasherboard installation and troubleshooting o Rubber flooring installation o Ice painting o Ice maintenance o Resurfacer maintenance • Jerry Reyerson – International o 33 years of flooring installation experience o Certified flooring installer • Charlie Dahlheimer – National o Largest installer of ice arena rubber flooring in the United States (1,000,000+ sf) o 15 years of ice arena experience o 30 years of flooring installation experience • Sean Passingham – International o Project manager o Certified Ice Technician (CIT) o 18 years of ice rink experience o Experienced dasherboard installer and troubleshooter o Experienced flooring installer • Benn Breton - Northeast o Rink refrigeration expert o Experienced dasherboard installer o Experienced ice painter o Consultant • Brandon Klement, Southwest o Certified Ice Technician (CIT) o 18 years of rink operation experience o Experienced dasherboard installer o Ice resurfacer mechanic o Experienced ice painter o Olympia resurfacer dealer • Craig Pike – International o Dasherboard installation and troubleshooting o 10 years of experience • Hiring local o We believe in hiring local labor when possible for our installation projects. This reduces costs to customers, provides jobs to the local economy, and trains new personnel in our customer's territory who can represent us quickly should additional service needs arise.

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.	Exceptional customer service is the bedrock of All-American Arena Products. We are not a volume-based company, we are a quality-based company. Whether a contact is a first-time inquiry or a seasoned customer, we take the time to understand the need, then bring resources to bear that provide the appropriate solution. Inquiries are addressed same day. Exceptional customer service relies on clear, thorough communication. In addition to email and our toll-free phone number, customers also have access to our cell phone numbers allowing them to contact us any time – and they do! We also prioritize providing specifics such as shipping delivery times, tracking numbers and other details that help make their jobs easier when managing their rink. Exceptional customer service requires accurate record-keeping. We utilize QB software to track customer orders from estimate to final invoice, as well as manage a paper trail back-up. This allows us to respond to requests such as "send me what I ordered last time" quickly and efficiently. Exceptional customer service requires going the extra mile. Helping a backyard rink customer find conduit for his netting from the local Home Depot store because that's the most cost-effective solution for him, or changing the 'ship to' address of a package mid-delivery twice with UPS (world's most difficult online/phone system to navigate!) because the customer's warehouse closed due to COVID restrictions, or researching and sourcing new material to solve a unique issue with pre-drilled facing holes are just a few examples of how All-American is committed to its customers. Other protocols are outlined in our customer service standards attached.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All-American Arena Products is fully capable and willing to serve all governmental, educational, and non-profit entities in the United States. No exclusions. We are a growing company, which has based its model on exceptional customer service, and our increase in sales reflect the success of that approach.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All-American Arena Products is fully capable and willing to serve all governmental, educational, and non-profit entities in Canada. No exclusions. All-American is particularly suited to helping Sourcewell expand its territory in Canada due to our strategic partnership with Riley Sports, which is based in Ontario, and has representation in Manitoba, Alberta, British Columbia, Quebec, and Saskatchewan.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no exclusions to our sales or service territory in the United States or Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to fully serve all participating entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Contracts with entities in Hawaii, Alaska, and U.S. Territories will likely experience additional costs due to travel of personnel and shipping of material, however those items will be calculated and included in estimates/quotes provided.	*

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.	A high percentage of All-American Arena Products' customers are Sourcewell clients. We will build on that synergy by ensuring that existing customers are aware of the new partnership with Sourcewell utilizing the techniques below. Sourcewell clients who may not currently be customers of All-American's will not only receive the items below, we will also personally call each entity with an ice arena and introduce ourselves and our new role as the Sourcewell contract provider. This personal outreach will be completed within the first 90 days of the signed contract. An initial direct mail, email, and social media marketing campaign will announce the awarded contract to all ice arenas in the United States and Canada. In addition, All-American Arena Products will promote the Sourcewell contract as follows: Trade shows: We attend and display at region, national and international industry trade shows each year. These shows are very well attended and will give us an opportunity to promote our Sourcewell contract readiness, display Sourcewell brochures, and explain membership benefits. • Wisconsin Arena Manager Association (WIAMA) • Northeast Ice Skating Managers Association (NEISMA) • North American Rink Conference and Expo (NARCE) • Minnesota Ice Arena Manager Association (MIAMA) • Ice Sports Industry (ISI) • Ontario Recreation Facilities Association (ORFA) • Sourcewell-endorsed national trade show(s) Email marketing: We have the ability to reach more than 1,500 decision makers in an instant and have found great success utilizing the platform. Sourcewell would be featured prominently in all future email marketing campaigns. Direct mail: We will utilize the following direct mail strategies: • We have a direct mail piece, ready to go (attached), announcing the Sourcewell contract, which will reach more than 1,800 of All-American's proprietary targets. In addition, this piece will be mailed to the Sourcewell-provided membership list. • A follow-up marketing piece will be sent to corresponding procurement offices explaining the benefits of contract purchasing. • In addition, Sourcewell contract promotions will be included in our standard twice-yearly piece. o February – targeting rinks' "shut-down" period o August – targeting rinks' "start-up" period Website: The addition of an e-commerce feature to our website will allow Sourcewell members to conveniently make purchases that will provide them with the exclusive Sourcewell discounted pricing. Catalog: The Sourcewell contract award will be prominently featured in our catalog. Sourcewell Events: All-American Arena Products will send representation to Sourcewell events as allowed. Marketing the Sourcewell contract will be a continuous process for All-American Arena Products. ¬ Marketing pieces attached Marketing plan attached	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	All-American Arena Products finds the best return on the use of Facebook and Instagram social media platforms. Content ideas generated by staff are forwarded to a professional firm which manages our social media posts to ensure we are engaging with our followers on a consistent basis. We utilize Vimeo as our portal for video content, which provides educational information such as how to tie nets, product demonstrations, and project profiles. We track meta data on our various platforms to learn more about our current and potential customers, popular products, and response to marketing efforts.	*

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?	We see Sourcewell's role as a facilitator of the contract, bringing together members and vendors. We expect that the Sourcewell will: • promote All-American Arena Products in any written and electronic documents, brochures or advertising presented to members relating to the ICE RINK AND ARENA EQUIPMENT WITH RELATED SUPPLIES AND SERVICES category; • provide referrals to All-American Arena Products for inquiries posed by Sourcewell members relating to the ICE RINK AND ARENA EQUIPMENT WITH RELATED SUPPLIES AND SERVICES category; • provide complete and up-to-date contact information to All-American for current Sourcewell members; • invite All-American to participate in appropriate Sourcewell-sponsored events for members; and • identify a Sourcewell staff representative who is available for collaboration discussions. To integrate the Sourcewell contract into All-American Arena Products' sales process we will: • update database of all existing overlapping All-American and Sourcewell customers as now eligible for Sourcewell pricing; • include the introduction of Sourcewell membership as a benefit for eligible new customers; • participate in Sourcewell-sponsored events; and • integrate Sourcewell branding into All-American marketing collateral.	*
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.	All-American Arena Products customers currently can receive and pay invoices online. Many customers also opt for EFT payment. We also comply with various entity e-purchasing/invoicing protocols designated by our customers, as is often the case with our university-based rinks. At the time of this RFP our e-commerce website is nearing the end of its design phase, which will allow e-procurement from start to finish. Sourcewell members will be assigned a user role on the back end of the site which will then populate pricing that corresponds with the contract. Nothing special beyond a username and password will be required.	*

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.	All-American offers: • owner's manuals, maintenance guides and instructions with every installation (standard) • high quality, in depth and professional "how-to" videos are available on our website. (standard) • ice maintenance services on a weekly, bi-weekly, or as needed basis (a unique service offered by All-American; optional) We have experience teaching classes related to: • Ice making • Ice painting • Goal frame net tying • Safe ice resurfacer operation • Ice maintenance • Dasherboard maintenance and installation • Rubber flooring maintenance Any of the above services that are not listed as standard can be quoted on a per event basis. Training is provided by All-American Arena Products employees and our industry partners.	*
37	Describe any technological advances that your proposed products or services offer.	Included in our proposal are the following items that have been patented, studied, and tested by an independent engineering firm. FlushMount: (US patent # 8,858,348 B2) • A shielding system that provides greater player safety by virtually eliminating the dangerous ledge at the top of the dasherboards. FlexPost: (US patent # 9,283,469 B2) • An innovative shielding post system that provides greater player safety by allowing the glass to flex away from the impact zone. The FlexPost design is considered beneficial for impact force reduction to the players. Testing indicates that this system flexes 100% more than traditional shielding systems (data attached). • Player safety shouldn't be something that is financially out of reach for the community rink and exclusive to the NHL and the high-profile venues only. We're bringing player safety to every rink! [McGill University study attached] [ITS test results attached]	*

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.	LEED or GreenGuard certified rubber flooring [certificates attached] • Mondo • Regupol • Nora • Humane Mfg LEED Certified recycled plastic lumber [certificate attached] • Tangent Technologies We have the ability to offer credit for trade-ins on used equipment, and help source used materials and equipment to meet Sourcewell client budgets. This also reduces waste and provides longevity for manufactured materials. As an organization we actively recycle our wooden pallets, paper, steel, aluminum, and plastic (HDPE). We utilized high efficiency lighting in our office and maintain facility temperatures which conserve energy.	*
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.	Regupol flooring products – GreenCircle CERTIFIED (sustainable manufacturing) Mondo flooring products: • Are compliant with California Indoor Air Quality (IAQ) requirement section 01350 • Are produced domestically, which eliminates the environmental impact of overseas transportation • Are easy to recycle or dispose of because they are free of halogen, CFCs, plasticizers, chlorine, heavy metals, and asbestos • Are inherently antibacterial, so they do not require the addition of toxic synthetic components that are harmful to the environment • Are low maintenance and do not require the use of permanent waxes, stripping chemicals and harsh cleaners • Feature an extended life cycle that conserves resources, reduces waste and minimizes environmental impact • In addition, Mondo supplies adhesives that meet South Coast Air Quality Management District Rule 1168 requirements for V.O.C. limits.	*
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.	Minnesota requires businesses to be located in an economically disadvantaged county to be eligible for small business certifications (MNUCP, OSP, CERT) [https://sbcp.mn.gov/]. All-American is a healthy business located in an economically stable county. According to the SBA Table of Size Standards [https://www.sba.gov/document/support--table-size-standards], All-American qualifies as a small business under each of our NAICS codes.	*
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?	Our business model from day one has been about building relationships and providing each customer with the best possible experience with each order. We're not in it to be the biggest, we're in it to be the BEST. We are hockey players, coaches, and fans who have a real passion for the industry we serve. All-American Arena Products possesses many unique positive attributes: • a large network of partners who can bring just the right solution to the table without the baggage of imbedded overhead; • experience with successful cooperative purchasing contracts (All-American was the inaugural awardee in the NCPA Ice Arena Supplies and Equipment category and increased business 500% in three years); • knowledgeable team with a wealth of experience in design, manufacturing, installation, product specs, and service allowing customers one-stop-shop convenience; and • exceptional customer service – for every customer. Big or small, private or public, All-American is passionate about the ice arena industry, and we work hard to support the missions of the rinks we serve. With more than 200 years of combined experience, All-American Arena Products is in it for the win – whatever that looks like for each customer; and Sourcewell members will benefit from us joining their team.	*

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?	Yes. Customers with warranty issues should notify All-American as soon as defect is discovered. All-American will verify defect and work to correct the issue in a timely fashion.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Some exceptions such as neglect, abuse, vandalism are not covered by warranty. (See attached warranty information.)	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
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?	No geographic limitations.	*
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?	All-American Arena Products will facilitate warranty claims with the original equipment manufacturer. We will warrant all products that we manufacture for a period not to exceed 2 years from the date of delivery. These products include: • Dasherboards • Locker room benching • Locker room equipment/coat hooks • Lobby benching • Fixed stadia seating We will warrant our installation work for a period not to exceed 1 year from substantial completion. Dasherboard warranty attached Flooring warranties attached.	*
47	What are your proposed exchange and return programs and policies?	If a customer is not 100% satisfied with a rink accessory purchase, it can be returned for a full refund or exchanged for an alternate product. • Customer pays the difference if new purchase is of a greater price. • All-American Arena Product will refund the difference if new purchase is of a lesser price. • Customer pays return shipping. • All-American Arena Products will pay for replacement shipping (standard). Expedited shipping is available at an additional cost to the member. • Custom and special-order items are excluded from this return policy. • A re-stocking fee of 15% may apply. • Customers can return or exchange purchases for up to 60 days from the purchase date. • Returned or exchanged products must be in the condition received and in the original box and/or packaging. Any damage MUST be documented with the delivering carrier at the time of delivery. All-American Arena Products is NOT responsible for items damaged in transit. All-American works closely with reputable carriers and will assist customers in seeking recompense from said carrier for any damage incurred, provided that the damage was noted on the bill of lading at the time of delivery.	*
48	Describe any service contract options for the items included in your proposal.	All-American provides the following maintenance and/or service contracts: • Ice maintenance • Resurfacer maintenance • Ice edger maintenance • Dasherboard maintenance	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days for approved credit applicants. Other payment options include credit card and payment in advance.	*
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?	All-American Arena Products does not directly offer leasing or financing options; however we have referred customers to Geneva Capital for those services. Sourcewell has members who offer this service, and we would be happy to recommend them to customers as needed.	*
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.	All-American Arena Products manages the order process from start to finish. Customers are provided estimates/quotes, which, when approved, are converted to sales orders with accompanying POs if required. Once an order is shipped, customers are provided tracking information and an invoice. All invoices are paid to All-American allowing us to track sales for Sourcewell members without needing to rely on other partners' billing systems. In our experience with NCPA reporting, determining administrative fees is a straightforward calculation based on a QB report filtered for the category of sale selected and the dates of the reporting period. Reports are pulled on a cash basis to trigger payment of the administrative fee at the correct time. Our customer database is maintained to include name, address, contact, email, telephone number, etc. as required in Section 8 of the Contract.	*
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?	Yes; no additional charge.	*

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 desribed 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.	All-American Arena Products' pricing is based on line-item discounts. [pricing list document included]	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell member pricing represents a discount off of our retail price list, plus an additional percentage - in most cases the Sourcewell discount is an additional 5% off a volume-discounted price (Range: 3 - 10%).	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity/volume discounts are listed on the attached price list. Because items vary greatly in the scope of this category, a volume discount for fasteners will be substantially different than a volume discount for a rink's worth of poly. In our opinion, rebate programs bank on the likelihood of customers failing to complete required paperwork. We are upfront about our pricing and do not offer our customers gimmicks to earn their business. If rebates are offered by suppliers, we will pass that costs savings on to our customer and take care of managing the paperwork required. Our differentiators are quality products, fair pricing, and exceptional customer service, not paperwork-laden rebates.	*

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.	Sourced products or products outside of our typical contracted offerings (not listed on our price list), will be quoted individually at cost plus 20%. If a sourced product is available through another Sourcewell vendor, we would work to get the vendor and member together to further facilitate their purchase.	*
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.	NONE – All of our pricing (aside from freight/shipping) is disclosed on our price list. Items such as installation, set-up, and training are included unless specifically indicated otherwise on the sales order/quote.	*
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.	Unless otherwise noted on the price list, freight/shipping is an additional charge. All-American utilizes a competitive screening process for each shipment and works to minimize shipping costs to the customer, while contracting with reputable freight companies. Using this method also allows us to choose a carrier who can provide a specific delivery window if requested by the Sourcewell member. Truckload delivery locations need to be accessible for a 53-foot trailer. Customers are entitled to a shipping quote prior to placing an order if requested. For customers who have contracts themselves with freight providers, we are happy to coordinate with them to facilitate transport of goods. For package delivery of smaller items, we ship via UPS, unless requested otherwise by the customer.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have found great success using the above methods when shipping to Alaska, Canada, and Finland. We would anticipate similar results to Hawaii and other offshore locations.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In stock items that are size-appropriate to ship UPS will ship the same day (up to 4:00 pm Central time M-F). Orders received after 4:00 pm will ship the next day. The standard UPS on-time guarantee applies to the cost of shipping. Items drop-shipped will have their own ship schedule and that schedule will be coordinated and communicated at the time the order is placed. Special requirements for shipping (air, lift gate, ocean, inside delivery, brokerage fees, and duty, etc.) require a freight quote at the time of purchase.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing list attached. Discounts range from 3 - 10% off of list price.	

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 Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.	Upon award of Sourcewell contract, all contract pricing will be installed into our QuickBooks pricing level feature. As part of our sales procedure, all customers will be asked if they are a Sourcewell member. With our accounting software (QuickBooks), customers are assigned a "class." Sourcewell members will be assigned a unique class designation. The Sourcewell class designation will prompt Contract pricing in the system. Class designation also allows us to run aggregate reports for Sourcewell-Contract sales by a specified date range resulting in accurate administrative fee payments to Sourcewell. Administrative fees will be paid quarterly on Sourcewell members' orders with no outstanding balance due. In addition, the user role assigned to each Sourcewell member for on-line ordering through our website will automatically apply the Sourcewell customer discount. With this information we have the ability to apply Sourcewell discounts by class, track sales, and provide detailed reports by class as needed per the contract terms.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	2% of sales (paid invoices) from Sourcewell members.	*

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.	All-American Arena Products serves the ice arena industry, we are very proud to be a “one-stop shop” for ice arena supplies, equipment, and service. Operational products such as (including, but not limited to): • On-ice: dasherboards, Olympia ice resurfacers, spectator shielding, spectator safety netting, hockey goals, goal netting, goal pads, goal pegs, goal lights, dasherboard hardware, ice resurfacer parts, ice paint, line markings, ice logos, dasherboard components (HDPE), dasherboard advertising, USA Hockey rink dividers, rental skates, ice maintenance equipment, Thomsen ice edgers, pucks, shovels, ice choppers, skate trainers; • Off-ice: cleaning supplies, rubber skate flooring, and fixed stadia seating (recycled plastic lumber); • Lobbies and locker rooms: benching solutions for locker rooms and lobbies, locker room equipment/coat hooks, shelving systems, rental skate storage systems, and shooting room components (netting, boards, synthetic flooring, rubber flooring); • Scoring and time-keeping equipment: specifically excluded from this RFP because of overlap with contract under RFP#050819. Services and installations such as (including but not limited to): • Design-build services; site assessment and preparation, maintenance, repair, and warranty of products provided. • On-ice: dasherboard removal, dasherboard installation, spectator safety netting installation, goal netting installation, dasherboard maintenance, ice resurfacer maintenance, ice edger maintenance, and ice painting/ice marking; • Off-ice: rubber skate flooring removal, rubber skate flooring installation, fixed stadia seating (recycled plastic lumber) installation, and shooting room installation; • Lobbies and locker rooms: benching installation for locker rooms and lobbies, and rental skate storage system installation. • Scoring and time-keeping equipment: specifically excluded from this RFP because of overlap with contract under RFP#050819 Note: Installation structure does not support prevailing wage in excess of $40/ hour – additional labor charges may apply. Installation structure does not support Union requirements. Dasherboard pricing is based on the purchase of an entire system. Individual components (panels, gates, etc.) are not available for individual purchase at the Sourcewell pricing structure. Individual item quotes will be provided upon request.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not applicable. All-American Arena Products can supply products and services for the full depth and breadth of this Contract’s scope.	*

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	(•) Yes ( ) No	Olympia brand resurfacers and edgers; Thomsen edgers. Offering gas and electric models.	*
67	Dasher boards and rink dividers	(•) Yes ( ) No	State-of-the-art safety-focused design (details in Line Item 37), precision manufactured dasherboards installed by highly experienced technicians. ADM-recommended (American Developmental Model – USA Hockey) full-height aluminum rink dividers, along with more economical foam rink dividers available.	*
68	Ice rink and arena equipment and supplies	(•) Yes ( ) No	Complete line of ice rink accessories. All-American Arena Products meets ice arena needs: A - Z, soup-to-nuts.	*
69	Ice rink and arena structural or mechanical equipment (HVAC, etc.)	(•) Yes ( ) No	Through our extensive industry network of architects, engineers, builders, general contractors, refrigeration contractors and other building trades professionals.	*
70	Ice rink and arena related services	(•) Yes ( ) No	Maintenance contracts, demolition and installation (flooring, dasherboards, netting, etc.), training (safety, operation, maintenance), ice painting, and design assistance. All-American Arena Products offers a wealth of experts who can provide design, mechanical, and educational needs for arenas.	*

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.	All-American Arena Products will measure the following to assess effectiveness with the Contract: • Monthly sales reports and P & L reports • Response rate to marketing efforts specifically targeting Sourcewell members as compared to our total customer base • Number of new customers gained due to Contract • Number of new customers who become Sourcewell members • Percent increase of government/education/non-profit sectors above levels noted in Line Items 17 & 18 • Number of Sourcewell members who become followers of our social media accounts	*
72	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	Rubber flooring lines (Mondo, Regupol) sold by All-American are GreenGuard certified for indoor air quality emissions. [Detailed in Line Items 38 and 39] Electric ice edgers (Thomsen & Olympia) and electric resurfacers (Olympia) provide alternatives to fossil fuel powered resurfacers. Proper maintenance of resurfacing equipment greatly reduces emissions from fossil fuel powered resurfacers. All-American Arena Products offers maintenance programs for customers. [Line Item 48]	*
73	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	Flooring options meet VOC emission standards. [Line Item 39]	*
74	Describe your product attributes and advancements in regard to product safety, longevity and lifecycle costs.	All-American Arena Products supplies high quality products. By their very design and materials, quality products have a longer life cycle, ultimately make them more cost effective in the long run. In addition to quality materials, All-American provides training for equipment, such as Olympia resurfacers and edgers, which enhances safety for rink employees and their customers. Proper use of equipment also extends its lifecycle. Regarding design, All-American boards are manufactured with safety in mind, and have been awarded patents directly related to safety features. [See Line Item 37 re: Flex Post and Flush Mount design]	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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 - AAAP_Financial Strength and Stability.zip - Thursday December 03, 2020 09:30:34
- Marketing Plan/Samples - AAAP_Marketing material.zip - Wednesday December 02, 2020 16:00:59
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - AAAP_Warranty_Tech_Green.zip - Wednesday December 02, 2020 16:02:13
- Pricing - All-American Arena Products_Sourcewell PRICE LIST- 2020.xlsx - Wednesday December 02, 2020 16:02:45
- Additional Document - All-American Customer Service Standards.pdf - Wednesday December 02, 2020 16:03:25

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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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. - Sean Passingham, President, All-American Ice, LLC DBA All-American Arena Products

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	☑	1