

**MASTER AGREEMENT #081425****CATEGORY: Ice Rink and Arena Equipment with Related Supplies and Services****SUPPLIER: Modern Mechanical Ice Systems, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Modern Mechanical Ice Systems, LLC, 1359 Larc Industrial Blvd., Burnsville, MN 55337 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 13, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #081425 to Participating Entities. In Scope solutions include:
- a. Ice resurfacers and edgers including fuel, electric or other power source;
  - b. Dasher boards and rink dividers;
  - c. Ice rink and arena equipment and supplies;
  - d. Ice rink and arena structural or mechanical equipment and systems, such as refrigeration, ice water treatment, floors, dehumidification, and HVAC; and,
  - e. Services related to the solutions described in subsections 1.a. – d. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
- 8) **Included Solutions.** Supplier’s Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier’s Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier’s Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier’s open market pricing process is included within its Proposal.

**13) Supplier Representations:**

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

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.



xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

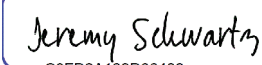
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Modern Mechanical Ice Systems, LLC

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 10/13/2025 | 4:29 PM CDT

Signed by:  
  
 24126EE9C2A9429...  
 By: \_\_\_\_\_  
 Michael McDevitt  
 Title: CEO  
 Date: 10/13/2025 | 4:27 PM CDT

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

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## Vendor Details

Company Name: Modern Mechanical Ice Systems

Does your company conduct business under any other name? If yes, please state: Minnesota

Address: 1359 Larc Industrial Blvd  
Burnsville, Minnesota 55337

Contact: Cole McDevitt

Email: cole@mm-ice.com

Phone: 952-905-0061

HST#: 843329876

## Submission Details

Created On: Monday July 28, 2025 12:00:32

Submitted On: Thursday August 14, 2025 09:47:40

Submitted By: Cole McDevitt

Email: cole@mm-ice.com

Transaction #: f3f7fe69-f547-4ea4-8a95-17a706bd8ca6

Submitter's IP Address: 147.243.168.47

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Modern Mechanical Ice System, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	No subsidiaries. All Solutions under this proposal will be provided solely by Modern Mechanical Ice Systems, LLC.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 9BZ49 Unique Entity Identifier: HBSMYGXC4MS5	*
5	Provide your NAICS code applicable to Solutions proposed.	238220 - Plumbing, Heating, and Air-Conditioning Contractors (includes refrigeration system installation) 238990 - All Other Specialty Trade Contractors	*
6	Proposer Physical Address:	1359 Larc Industrial Blvd, Burnsville, MN 55337	*
7	Proposer website address (or addresses):	www.mm-ice.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Michael McDevitt – CEO 1359 Larc Industrial Blvd, Burnsville, MN 55337 mike@mm-ice.com 612-919-1919	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cole McDevitt – Vice President 1359 Larc Industrial Blvd, Burnsville, MN 55337 cole@mm-ice.com 952-905-0061	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Modern Mechanical Ice Systems (formerly American Arena) began as a family-owned business built on hard work, strong business ethics, and a commitment to doing the job right. What started as a local operation in the Twin Cities of Minnesota has grown into a trusted partner for ice rink construction projects across the nation, performing work wherever an ice rink is needed. Through dedication, integrity, and a relentless focus on customer satisfaction, we have established ourselves as one of the most reliable and respected companies in the industry.</p> <p>Our journey began with ice rink floor installations, and over time we steadily expanded to meet the evolving needs of the ice rink industry. Today, our capabilities include in-house design of refrigeration systems, factory-built energy-efficient chiller packages, nationwide installation of complete rink systems, and a full line of arena accessories such as dasher boards and ice resurfacers. We are also a licensed general contractor, allowing us to manage both arena remodels and full arena construction projects. This evolution has positioned us as a true one-stop shop for ice rink construction and mechanical solutions.</p> <p>Our company is guided by a clear business philosophy: deliver high-quality, innovative solutions while fostering long-term customer relationships. We operate on a foundation of hard work, integrity, and continuous improvement, and our core values—integrity, excellence, leadership, collaboration, and employee well-being—shape everything we do. From our local beginnings to our national reach, our growth has been driven by the same principles that launched our business: doing exceptional work, treating our customers as partners, and always striving to be the most trusted name in the ice rink industry.</p> <p>Central to our success is our team. We take pride in hiring the right people—individuals who not only bring the technical skill and industry experience required to deliver complex projects, but who also embody our core values in their work every day. Our employees are problem-solvers, collaborators, and innovators who take ownership of their craft. By surrounding ourselves with team members who reflect our commitment to quality, integrity, and customer satisfaction, we ensure that every project we take on reinforces our reputation as one of the most trusted and capable companies in the ice rink industry.</p>	*
12	What are your company's expectations in the event of an award?	Winning this award would significantly strengthen Modern Mechanical Ice Systems' ability to expand our presence in the public sector, particularly by streamlining procurement for municipalities and government agencies through Sourcwell's cooperative purchasing model. Many of our current customers, including municipal recreation departments and community arenas, face challenges such as navigating complex procurement regulations, managing tight budgets, and coordinating multiple vendors for ice rink projects. An award would validate our ability to overcome these roadblocks by offering a seamless, single-source solution that simplifies procurement and ensures cost-effective, high-quality outcomes. This recognition would reinforce our commitment to transparency, customer satisfaction, and industry leadership, enabling us to build trust with new clients facing similar challenges. Our team, carefully selected for their technical expertise and alignment with our core values of integrity, excellence, leadership, collaboration, and employee well-being, is ready to leverage this opportunity to deliver innovative mechanical and construction solutions across North America. By addressing these pain points, we aim to empower future clients to execute their projects efficiently and confidently, solidifying our position as the most reliable one-stop shop for ice rink solutions nationwide.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	To demonstrate our financial strength and stability, Modern Mechanical Ice Systems has attached a comprehensive "Financial Strengths" document in the document upload section, highlighting our robust position within the ice rink construction industry. This document includes our strong bonding capacity, ensuring we can secure all necessary contracts for projects of varying scale, financial statements reflecting consistent revenue growth and operational efficiency, and letters of credit from reputable financial institutions that affirm our liquidity and creditworthiness. Since our founding in 2014, we have built a solid financial foundation through prudent management and diversified revenue streams from in-house refrigeration system design, energy-efficient chiller packages, nationwide installations, and licensed general contracting for arena builds. For 2025, we project a pipeline revenue of \$20 million, driven by secured contracts and expanding demand for our comprehensive solutions, further solidifying our financial resilience. Our long-standing banking relationships enable us to scale operations without compromising stability.	*
14	What is your US market share for the Solutions that you are proposing?	15%	*
15	What is your Canadian market share for the Solutions that you are proposing?	5%	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Modern Mechanical Ice Systems has never brought about bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Modern Mechanical Ice Systems is best described as both a manufacturer and a service provider, delivering comprehensive ice rink solutions as a true one-stop shop. As a manufacturer, we design and produce energy-efficient chiller packages and refrigeration systems in-house, ensuring high-quality, innovative products tailored to the needs of ice rink facilities. As a service provider, we specialize in providing exceptional ongoing support after our chillers are commissioned, including maintenance, troubleshooting, and optimization services to ensure peak performance and longevity of the systems. Our sales and service force consists entirely of our own employees, carefully selected for their technical expertise and alignment with our core values of integrity, excellence, leadership, collaboration, and employee well-being. This in-house team allows us to maintain direct control over the quality and responsiveness of our post-startup support, ensuring seamless delivery of the products and services proposed in this RFP. We do not rely on a third-party dealer network, as our integrated approach enables us to work directly with clients, fostering long-term relationships and delivering consistent, high-quality outcomes across North America.  To further enhance our service delivery, we partner with trusted local service providers who have established relationships with ice rink owners, bringing a high level of trust and familiarity to our projects. These local providers, often known to facility operators for years, work closely with our in-house team to ensure effective communication and tailored support, particularly for maintenance and troubleshooting needs. This collaborative approach has significantly strengthened our ability to serve clients across the country, fostering confidence and reliability in our solutions while maintaining the high-quality standards that define our one-stop shop model for Sourcewell participating entities.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Modern Mechanical Ice Systems holds and adheres to all licenses and certifications required to deliver the manufacturing and post-startup support services for ice rink chiller systems and related solutions contemplated by this RFP, ensuring compliance with industry standards and regulations. We adhere to American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards to ensure our refrigeration systems meet rigorous performance and efficiency benchmarks. Additionally, our manufacturing and service processes comply with International Code Council (ICC) standards for safety and quality. Our staff is certified in Occupational Safety and Health Administration (OSHA) safety standards, ensuring safe practices during production and on-site support. While we primarily rely on our own employees, we partner with proven, licensed subcontractors who hold equivalent certifications, including state-specific trade licenses and compliance with ASHRAE, ICC, and OSHA requirements. These carefully vetted partnerships enable us to scale our operations while maintaining exceptional quality and compliance, reinforcing our commitment to integrity, excellence, and leadership as a trusted manufacturer and service provider in the ice rink industry.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Modern Mechanical Ice Systems is not aware of any occurrences throughout the company's history.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the smaller industry of ice rink construction and chiller system manufacturing, formal awards and recognitions are not commonly conferred due to the specialized nature of the market. However, Modern Mechanical Ice Systems has earned significant recognition through our unwavering commitment to customer satisfaction, as evidenced by our extensive portfolio of client testimonials (provided in our document uploads). Over the past five years, we have built a reputation as a trusted leader in the industry, with numerous municipalities, community arenas, and private clients across North America providing written praise for our high-quality, innovative solutions and exceptional post-startup support for our chiller systems. These testimonials, included in our proposal documentation, highlight our ability to deliver projects on time, within budget, and to the highest standards, reflecting our core values of integrity, excellence, leadership, collaboration, and employee well-being. This consistent positive feedback from our clients serves as a powerful testament to our industry-leading performance and dedication to fostering long-term relationships.	*

21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, approximately 72 percent of Modern Mechanical Ice Systems' contracted sales have been to the governmental sector, reflecting our strong presence in serving municipalities, community arenas, and other public entities across North America. This significant share underscores our expertise in delivering energy-efficient chiller systems and post-startup support tailored to the unique needs of government clients, who form the majority of the ice rink industry. We are committed to expanding this segment further, leveraging our integrated approach as a manufacturer and service provider to streamline procurement processes and deliver high-quality, cost-effective solutions.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, approximately 4% of Modern Mechanical Ice Systems' total sales have been to the education sector, specifically to school districts involved in ice rink projects. K-12 organizations are rarely engaged in community ice rink initiatives, as these facilities are typically managed by cities, counties, and park boards, which constitute the majority of our client base.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Modern Mechanical Ice Systems does not currently participate in any other cooperative purchasing programs outside of its current contract with Sourcwell. This proposal reflects our exclusive focus and full commitment to establishing another successful partnership with Sourcwell through its contract length.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The Rinx, Hauppauge, NY	Tom Palamara	(516) 236-3040	*
Talbot County Community Center, Easton, MD	Brian Harris	(410) 770-8053	*
Belmont Ice Arena – Kittanning, PA	Gary Montebell	(724) 548-1067	*
City of Providence Department of Public Parks	David Mitchell	(401) 479-9926	
Watertown Ice Rink – Watertown, SD	Jeff Dargatz	(605) 881-6475	

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

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

Line Item	Question	Response *	
26	Sales force.	Modern Mechanical Ice Systems is fully equipped to meet the needs of Sourcwell participating entities across the US and Canada through our dedicated, in-house sales and service team, which ensures seamless delivery of our manufacturing and post-startup chiller support solutions. Headquartered in the Twin Cities of Minnesota, our sales and service operations are centrally coordinated to serve clients nationwide and in Canada, with our team regularly traveling to meet on-site with local staff, including municipal recreation departments, park boards, and community arena managers, to discuss their specific ice rink needs. Our sales force consists of 6 full-time employees, all directly employed by Modern Mechanical Ice Systems, allowing us to provide comprehensive training and maintain regular communication to keep them updated on our innovative chiller systems and support services. There is significant overlap between our sales and service functions, as many team members are cross-trained to provide both technical expertise during sales discussions and ongoing support, ensuring a cohesive client experience. This in-house model enables us to maintain strict quality control, align with our core values of integrity, excellence, and collaboration, and deliver tailored, high-quality solutions to Sourcwell entities across North America.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Modern Mechanical Ice Systems only has a direct-to-consumer model. This means we maintain tight communication, quality control, faster response times, and stronger client relationships, aligning with our core values of integrity, excellence, and collaboration to deliver tailored solutions efficiently.	*

28	Service force.	Modern Mechanical Ice Systems excels in meeting the needs of Sourcewell participating entities across the US and Canada through our dedicated, in-house service team, specializing in comprehensive post-startup support for our chiller systems. Based in the Twin Cities, Minnesota, our 5 full-time service employees are highly trained in maintenance, troubleshooting, and optimization to ensure peak performance and longevity of ice rink refrigeration systems. Our service team travels regularly across North America to meet on-site with clients, including municipal recreation departments and arena managers, providing hands-on support and tailored solutions to address their specific needs. By keeping our service team in-house, we ensure rigorous training and frequent communication, keeping them up-to-date on the latest chiller technologies and service protocols. We take immense pride in delivering these services.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Modern Mechanical Ice Systems manages the entire ordering process in-house, ensuring a streamlined, direct-to-client experience for Sourcewell participating entities across the US and Canada. As the Proposer, we handle all aspects of order placement, processing, and fulfillment without involving distributors, dealers, or other third parties. Clients work directly with our in-house sales team, based in the Twin Cities, Minnesota, who engage in-person or virtually to understand specific project needs, provide technical guidance, and finalize orders for our chiller systems and post-startup support services. This direct approach allows us to maintain clear communication, rapid response times, and strict quality control, aligning with our core values of integrity, excellence, and collaboration. By eliminating intermediaries, we ensure orders are processed efficiently and tailored to client specifications, delivering high-quality solutions seamlessly.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program is a cornerstone of our commitment to excellence, ensuring Sourcewell participating entities receive unparalleled support throughout their ice rink projects. We begin with thorough pre-sale consultations to tailor our chiller and ice rink floor solutions to client needs, followed by clear, consistent communication during construction, overseen by a dedicated project manager for each project. Our in-house service team, operating from our Twin Cities, Minnesota base, delivers expert training on chiller operation and maintenance at startup, empowering owners for success. We partner with trusted local service teams to provide dependable, on-site support, committing to a 24-hour response time for most service calls and offering 24/7 emergency service for refrigeration clients, enhanced by remote diagnostic capabilities. To drive performance, we reward our in-house and local teams with bonuses for exceeding service and satisfaction targets, ensuring our core values of integrity, excellence, and collaboration deliver exceptional, lasting client experiences.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Modern Mechanical Ice Systems is fully committed to providing our comprehensive ice rink solutions, including construction services, energy-efficient chiller systems, and a full line of arena accessories and products, to Sourcewell participating entities across all 50 U.S. states, with no blackout areas. As a rapidly expanding business, we are eager to serve clients throughout North America, leveraging our in-house team's expertise in designing and installing ice rink floors, manufacturing high-quality chillers, and supplying accessories like dasher boards and ice resurfacers. Our direct-to-client model, supported by regular on-site visits and partnerships with vetted local service teams, ensures we deliver tailored construction and post-startup support to meet each client's unique needs. This flexibility, combined with our core values of integrity, excellence, and collaboration, drives our willingness to work with all Sourcewell entities, delivering seamless, high-quality solutions with rapid response times.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Modern Mechanical Ice Systems is fully able and eager to deliver our comprehensive ice rink solutions, including construction services, energy-efficient chiller systems, and arena accessories such as dasher boards and ice resurfacers, to Sourcewell participating entities in Canada. While our current presence in the Canadian market is limited, we are actively preparing to expand our cross-border operations, recognizing the substantial growth potential in this region. Our in-house team is equipped to provide tailored construction and post-startup support, enhanced by regular on-site visits and partnerships with vetted local service teams to ensure seamless service delivery. This direct-to-client approach, guided by our core values of integrity, excellence, and collaboration, enables us to meet the unique needs of Canadian clients with high-quality solutions and rapid response times, positioning us to capitalize on the promising Canadian market.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. We do not exclude any U.S. or Canadian territories.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Modern Mechanical Ice Systems is fully equipped and committed to delivering to all Sourcewell and Canoe participating entities. We are prepared to comply with all local government regulations and policies, provided they align with the RFP guidelines and contract terms, ensuring seamless service delivery.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Modern Mechanical Ice Systems is fully prepared and eager to serve Sourcewell participating entities in Hawaii, Alaska, and US Territories, with no specific requirements or restrictions beyond potential adjustments to delivery timelines due to geographic remoteness. Our proven experience spans diverse projects, from urban centers to full ice rink replacements in remote Alaskan locations, showcasing our ability to navigate logistical challenges effectively. We are committed to complying with all local regulations and RFP guidelines, leveraging our direct-to-client approach and partnerships with vetted local service teams to ensure seamless delivery. Guided by our core values of integrity, excellence, and collaboration, we adapt to each region's unique needs, ensuring timely and high-quality service for all participating entities.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Our team works with nonprofits on a regular basis with no differentiation in how we operate.	*



**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Modern Mechanical Ice Systems employs a robust marketing strategy to promote the Sourcewell opportunity, focusing on targeted outreach to potential customers such as municipal recreation departments and community arena managers. Our approach utilizes multiple platforms, including email campaigns, social media engagement, strategic website placements, and SEO-driven online marketing to maximize visibility and engagement. We craft our messaging to highlight our direct-to-client model and commitment to delivering high-quality solutions. To demonstrate our capabilities, we have included representative samples of past marketing materials in the document upload section, showcasing our successful campaigns across these channels. This targeted, multi-platform strategy ensures we effectively reach and connect with Sourcewell participating entities, driving awareness and interest in our offerings.</p> <ul style="list-style-type: none"> <li>Featured placement in our customer directed newsletter (2,000+ rink contacts across North America) Marketing PDFs – Page 1</li> <li>Featured placement on our website's homepage and "Procurement" section Marketing PDFs – Page 2</li> <li>Posts on our company LinkedIn and Facebook pages. Marketing PDFs – Pages 3 and 4</li> <li>Trade show handouts and Sourcewell-branded sales materials Marketing PDFs – Page 5 and 6</li> <li>Company orientation and training materials Marketing PDFs – Page 7</li> <li>Inclusion in email campaigns, especially to government and municipal clients - Page 8</li> <li>Webinars for architects, engineers, and public-sector buyers focused on procurement simplification and cost/time savings via Sourcewell. Marketing PDFs – Page 8</li> <li>Actual Proposal Marketing PDFs – Page 9</li> <li>Banner placement on all MMIS newsletters to consistently drive home our association with Sourcewell Marketing PDFs – Page 10</li> </ul>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Modern Mechanical Ice Systems leverages advanced technology and digital data to enhance our marketing effectiveness, targeting the niche ice rink market with precision. Our active marketing team collects metadata on over 1,000 U.S. rinks, analyzing infrastructure details and future needs to drive a highly segmented marketing strategy. We utilize Salesforce to track campaigns and monitor digital engagement metrics, ensuring our outreach to municipal recreation departments and arena managers is data-driven and impactful. Our commitment to high-quality data and meticulous tracking is critical in the specialized ice rink industry, where marketing success hinges on accurate insights. This approach enables us to deliver targeted, effective campaigns that resonate with Sourcewell participating entities, maximizing engagement and fostering strong client connections. Our digital tools include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>Monthly targeted emails with solutions tied to specific customer profiles</li> <li>SEO and PPC for core product areas (floors, chillers, accessories)</li> <li>Social media updates on LinkedIn, Facebook, and Instagram</li> <li>Website analytics to optimize messaging and user behavior tracking</li> </ul>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Modern Mechanical Ice Systems views Sourcewell as a vital strategic partner in simplifying public-sector purchasing, making it a cornerstone of our business development strategy. Our sales team is thoroughly trained to communicate the efficiency and value of Sourcewell's cooperative purchasing model to government departments, ensuring clarity about its benefits. We collaborate closely with Sourcewell's team to educate clients, streamlining communication and fostering trust. This partnership enables us to compress procurement timelines and minimize lengthy bidding processes, delivering faster, more efficient solutions to public-sector clients while maintaining our commitment to high-quality service and client satisfaction.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Modern Mechanical Ice Systems does not currently offer a public-facing e-procurement portal. However, we support electronic order processing through our CRM platform and can integrate with government and educational e-procurement systems upon request. We are exploring integration options with Bonfire, OpenGov, and other procurement tools commonly used by public agencies.</p>

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Modern Mechanical Ice Systems provides comprehensive training programs with every chiller or major system installation to ensure Sourcewell participating entities achieve optimal performance and longevity from our solutions. Our standard offering includes 20 hours of on-site startup and shutdown instruction, delivered by our in-house technicians, covering essential operational protocols. We also provide remote operational support and controls training to enhance client proficiency with system management. For ongoing needs, we offer optional refresher training tailored for new staff to maintain operational excellence. All training is conducted by MMIS-employed technicians, ensuring high-quality, hands-on instruction, and is included in the project scope at no additional cost unless otherwise specified, reflecting our commitment to client success and satisfaction.
42	Describe any technological advances that your proposed Solutions offer.	Modern Mechanical Ice Systems' chillers incorporate advanced technology through our proprietary Beyond Cool control system, designed to enhance efficiency and performance for Sourcewell participating entities. This system features floating head pressure technology to deliver significant energy savings, custom programmable logic for efficient dual-rink and off-peak management, and real-time monitoring with alarm reporting to ensure operational reliability. Additionally, our chillers are compatible with remote monitoring and analytics platforms, enabling clients to optimize system performance and maintenance. These technological advancements reduce lifecycle costs and improve facility operations, providing a cutting-edge solution tailored to the needs of ice rink facilities.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Modern Mechanical Ice Systems is committed to sustainable design through eco-friendly solutions that minimize environmental impact for Sourcewell participating entities. 86% of our chillers utilize anhydrous ammonia, a zero-emissions refrigerant rated "0" on both the Montreal and Kyoto Protocols, and carbon dioxide (CO <sub>2</sub> ), both are a natural refrigerant with an ultra-low global warming potential (GWP) of 1, ideal for environmentally conscious designs. For the remainder of our customers, we offer the most current of the blended refrigerants (R-513A), a low-GWP refrigerant alternative. Our high-efficiency chillers feature programmable energy-saving sequences to optimize performance, and our system designs prioritize longevity and reduced environmental footprint. These initiatives are validated by certifications from the U.S. EPA Significant New Alternatives Policy (SNAP) program, the International Institute of Ammonia Refrigeration (IIAR), and compliance with the Montreal and Kyoto Protocols, ensuring sustainable, high-performance solutions for our clients.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Modern Mechanical Ice Systems' solutions align with leading environmental standards, utilizing refrigerants such as ammonia, CO <sub>2</sub> , and R-513A that meet recommendations from the U.S. EPA Significant New Alternatives Policy (SNAP) program and the International Institute of Ammonia Refrigeration (IIAR). While we do not currently hold formal third-party eco-labels, our products adhere to ASHRAE standards for energy efficiency, IIAR guidelines for sustainable refrigeration, and ENERGY STAR design principles to optimize performance and minimize environmental impact. True to our name, we employ the most modern techniques and industry standards in our production processes, ensuring energy-efficient, long-lasting systems that support sustainability for Sourcewell participating entities. This commitment to environmentally responsible design delivers high-performance solutions with reduced lifecycle impacts.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Modern Mechanical Ice Systems distinguishes itself as the only U.S.-based provider offering in-house solutions for Sourcewell participating entities, including precision-built ice rink floors, custom ammonia, CO <sub>2</sub> , and blended-refrigerant chillers, accessory packages like dasher boards and resurfacers, and proprietary controls with remote monitoring capabilities. Our unique ability to deliver these solutions anywhere in North America, supported by a well-traveled, experienced team and partnerships with trusted, well-respected companies in the ice rink industry, ensures we meet diverse client needs with exceptional flexibility. This "one-stop shop" model, integrating engineering, construction, and service under one roof, reduces project risk and enhances service quality, setting us apart in the industry. By collaborating with reputable partners and providing seamless, high-quality solutions, we deliver unparalleled value and reliability to Sourcewell entities.
46	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	Modern Mechanical Ice Systems' equipment and products significantly enhance indoor air quality in ice rinks and arenas, ensuring a safe and comfortable environment for Sourcewell participating entities. Our chillers utilize ammonia, CO <sub>2</sub> , and blended refrigerants, such as R-513A, which produce zero indoor exhaust, eliminating harmful emissions and maintaining clean air within the facility. To combat fog and condensation, which can compromise air quality and visibility, our systems integrate advanced dehumidification technology designed to maintain optimal humidity levels, creating a clearer and healthier rink environment. Additionally, our proprietary Beyond Cool control system includes refrigerant leak detection, carbon monoxide detection connected to and automated ventilation controls, enabling rapid identification and mitigation of potential issues to safeguard air quality. Through partnerships with trusted industry companies, we offer optional electric resurfacers as part of our accessory packages, which reduce indoor emissions compared to traditional fuel-powered models, further improving air quality. These combined features reflect our commitment to delivering environmentally responsible, high-performance solutions that prioritize occupant safety and comfort while aligning with industry standards for sustainability and operational excellence.

47	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	Our company ensures full compliance with environmental regulations for our equipment and services, meeting U.S. EPA standards for refrigerants and leak detection, ASHRAE 15 and 34 for refrigerant safety, and IIAR guidelines for ammonia handling and system design. We also adhere to all relevant local and state mechanical and environmental building codes. By actively monitoring regulatory updates, we maintain consistent compliance, delivering safe and sustainable solutions to Sourcewell participating entities.
48	Describe your product attributes and advancements regarding product safety, longevity and lifecycle costs.	<p>Modern Mechanical Ice Systems takes immense pride in designing and delivering equipment and services that not only comply with all applicable environmental regulations but also set a benchmark for quality, longevity, and sustainability in the ice rink industry, ensuring Sourcewell participating entities receive solutions built to last. Our systems adhere to stringent U.S. EPA regulations governing refrigerants and leak detection, ensuring safe handling of ammonia, CO<sub>2</sub>, and R-513A to minimize environmental impact. We fully comply with ASHRAE Standards 15 and 34, which outline rigorous safety requirements for refrigerant use, protecting both the environment and facility occupants. Additionally, we follow the International Institute of Ammonia Refrigeration (IIAR) bulletins, which provide comprehensive guidelines for ammonia handling, system design, and operational safety, ensuring our chillers meet the highest industry standards. We also meticulously align with all relevant local and state mechanical and environmental building codes, tailoring our solutions to meet jurisdictional requirements without compromise. To stay ahead of evolving regulations, our team actively monitors updates through industry associations and regulatory bodies, integrating changes into our design and service processes to maintain unwavering compliance.</p> <p>Central to our approach is the exceptional quality and durability of our products, which we engineer for extended use with minimal intervention, reflecting our commitment to delivering value over the years. With proper maintenance, our chillers and ice rink systems are designed for operational lifespans exceeding 30 years. This is a testament to the pride we take in crafting reliable, long-lasting equipment. We incorporate redundant safeties and alarms to enhance system reliability, proactively alerting operators to potential issues before they escalate, thus ensuring both environmental safety and operational continuity. Our use of industrial-grade materials in chillers and headers provides superior resistance to wear and corrosion, even in the demanding conditions of ice rink environments. Advanced control systems, including our proprietary Beyond Cool technology, minimize compressor cycling and mechanical wear, optimizing energy efficiency and extending equipment life.</p> <p>Furthermore, our skid systems simplify maintenance, allowing technicians to perform repairs or upgrades quickly and efficiently, reducing downtime and environmental footprint. By adhering to industry-standard safety protocols and leveraging these innovative design features, we deliver systems that not only meet regulatory requirements but also exceed client expectations for performance, sustainability, and longevity, making MMIS a trusted choice for Sourcewell entities seeking dependable, eco-conscious solutions.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes!	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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58	Describe your payment terms and accepted payment methods.	<p>Modern Mechanical Ice Systems is deeply committed to maintaining industry-standard payment terms that ensure financial clarity and stability for both our clients and our company, fostering trust and long-term relationships with Sourcewell participating entities. We recognize the diverse needs of our clients across our wide range of offerings, and our payment structure is designed to provide flexibility while adhering to best practices that safeguard the financial viability of all parties involved. Our terms are negotiated or agreed upon prior to sale, allowing us to tailor agreements to meet client needs while staying aligned with industry norms to support smooth and predictable transactions. The following terms are what our standard terms would entail, but are subject to change:</p> <ul style="list-style-type: none"> <li>• Design and Engineering: 40% upon contract execution, 60% at completion, ensuring early commitment and final delivery satisfaction.</li> <li>• Construction: Progress draws based on upfront material costs and completed work, tied to project milestones for transparency.</li> <li>• Mechanical Systems: 30% at contract signing, 30% upon submittal approval, 30% at delivery, and 10% at startup completion, balancing progress with performance.</li> <li>• Accessories: 100% pre-payment unless credit-approved with Net 30 terms, streamlining smaller transactions.</li> <li>• We accept payments via ACH, wire transfers, checks, and credit cards (with potential fees), offering convenient and secure options to accommodate client preferences.</li> </ul>	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Modern Mechanical Ice Systems proudly partners with KLC Financial to offer flexible leasing and financing options tailored for educational and governmental entities, enabling Sourcewell participating entities to access our full range of products and services with ease. KLC Financial brings extensive experience in serving both public and private sectors, with a well-established reputation for reliability and customer trust earned over many years. This partnership allows us to provide customized financing solutions that align with the budgetary needs of schools, municipalities, and other public agencies, ensuring they can acquire our high-quality solutions without financial strain. We take great pride in our collaboration with KLC, confident that their expertise and trusted track record enhance our ability to deliver accessible, value-driven options to our clients. Learn more by visiting KLC website - <a href="http://klcfinancial.com">klcfinancial.com</a></p>	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Modern Mechanical Ice Systems proposes a set of standard transaction documents to ensure clear, efficient, and transparent interactions with Sourcewell participating entities, with all templates of these documents provided in the "Document Upload" section under "Standard Transaction Documents".</p> <p>The "Standard Proposal" (seen starting on page 1 of the "Standard Transaction Doc") serves as the initial contract, outlining the project's scope, specifications, and pricing to formalize the client's commitment and establish a clear foundation for the partnership.</p> <p>The "Purchase Agreement"/ "Standard Contract" (seen starting on page 11 of the "Standard Transaction Doc") verifies the agreed-upon details, including deliverables, timelines, and costs, ensuring both parties are aligned before project execution begins, minimizing misunderstandings. This document provides the legal framework, detailing responsibilities, payment terms, and project expectations to protect all parties and ensure a smooth transaction process.</p> <p>The "Start-up Report" (seen starting on page 26 of the "Standard Transaction Doc") completed by our in-house technicians, documents the successful commissioning of equipment, confirming proper installation and operation to ensure client satisfaction and system readiness.</p> <p>The "Warranty Documents" (seen starting on page 76 of the "Standard Transaction Doc") specify coverage details and duration, offering clients assurance of long-term support and reinforcing the reliability of our systems for sustained performance.</p>	*

61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Modern Mechanical Ice Systems does not accept P-card payments, as we've had no customer requests for this method. We're open to evaluating P-cards if Sourcewell participating entities require it, with any potential costs communicated transparently. Our standard payments include ACH, wire, checks, and credit cards for efficient transactions.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Modern Mechanical Ice Systems employs a transparent pricing model featuring line-item discounts organized by product category, ensuring clarity and value for Sourcewell participating entities. Detailed pricing data, including standard list pricing, Sourcewell discounted prices, and applicable SKUs for each item, is provided in the uploaded document titled "Final Line Item Pricing MMIS 2025," available in the document upload section. Our pricing is structured across four main categories, each designed to reflect the unique value and scope of our offerings.</p> <ul style="list-style-type: none"> <li>• Design and Engineering pricing accounts for customized system planning and technical expertise, ensuring precise solutions tailored to client specifications.</li> <li>• Construction pricing reflects the costs of labor, materials, and project management for ice rink installations, providing flexibility for diverse project scales.</li> <li>• Mechanical pricing covers our high-efficiency chiller systems, incorporating advanced technology and long-term reliability to optimize performance.</li> <li>• Accessories pricing includes items like dasher boards and resurfacers, offering competitive rates for essential rink components. We work with many of our local partners to fulfill a complete list of accessory products as presented in our pricing.</li> </ul> <p>This categorized, line-item approach enables clear cost breakdowns, facilitating informed decision-making for Sourcewell entities.</p>	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Modern Mechanical Ice Systems' pricing proposal offers significant savings to Sourcewell members, with discounts ranging from 5-10% off the standard MSRP across all product categories, as detailed in the "Final Line-Item Pricing MMIS 2025" document uploaded in the document upload section. This discount structure reflects our commitment to providing exceptional value to Sourcewell participating entities, recognizing their substantial impact on the ice rink marketplace. Each item on our pricing sheet clearly displays these savings, ensuring transparency and enabling clients to make informed decisions while benefiting from cost-effective, high-quality solutions tailored to their needs.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Modern Mechanical Ice Systems does not currently offer formal rebate programs or standardized quantity or volume discounts, as the specialized nature of the ice rink industry typically does not involve large bulk purchases of equipment or accessories. The demand for ice rink solutions, such as chillers or dasher boards, is often project-specific, reducing the need for volume-based incentives. However, we have a history of offering flexible pricing exceptions to support customer relationships and grow our brand, and we are fully prepared to extend similar considerations to Sourcewell participating members when appropriate. This approach ensures we deliver tailored value while maintaining transparency and competitiveness for Sourcewell entities.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Modern Mechanical Ice Systems facilitates "open market" or "non-contracted" items and services for Sourcewell participating entities on a cost-plus-markup basis to ensure transparency and competitive pricing. For design and construction services, we apply a 15% markup over cost, reflecting the specialized expertise and resources required. For mechanical systems and accessories, we apply a 20% markup over cost, accounting for the technical complexity and quality assurance of these components. This straightforward pricing model allows us to source and deliver high-quality, project-specific items efficiently, tailored to the unique needs of each client while maintaining cost-effectiveness and clarity in all transactions.	*



66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Modern Mechanical Ice Systems provides turn-key solutions to Sourcewell participating entities, with pricing designed to cover most project costs. However, due to the specialized nature of our work and varying local regulations, certain costs may not be included, such as freight and shipping (unless specified), permits or licensing, and on-site inspections required by third-party authorities. We work closely with clients prior to purchase to identify and clarify these costs, ensuring transparency and alignment with local requirements for a seamless project experience.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Modern Mechanical Ice Systems ensures a transparent freight, shipping, and delivery program for Sourcewell participating entities, with costs clearly outlined in our pricing structure. Freight and shipping charges are included in the line-item pricing for all non-accessory items, such as chillers, ice rink floors, and construction services, as detailed in our quote forms. For accessories, such as dasher boards and resurfacers, freight costs are separately itemized and clearly presented on the quote forms to ensure full transparency. This approach guarantees that clients receive comprehensive pricing details upfront, facilitating informed decision-making and seamless project planning with no hidden costs for Sourcewell entities.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Modern Mechanical Ice Systems has extensive experience managing freight, shipping, and delivery to Alaska, Hawaii, Canada, and offshore locations, ensuring reliable and timely service for Sourcewell participating entities. We collaborate with trusted logistics partners who specialize in navigating the unique challenges of non-contiguous and international deliveries, guaranteeing that our equipment arrives on schedule and in optimal condition. Due to the specialized nature of these regions, freight costs are determined on a case-by-case basis, clearly outlined in our quote forms to provide transparency and align with client expectations. This tailored approach ensures efficient delivery while accommodating the specific logistical requirements of each project.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Modern Mechanical Ice Systems offers a distinctive delivery method through our expertly executed offloading process for packaged skids, transforming a complex task into a seamless and impressive experience for Sourcewell participating entities. Our state-of-the-art machinery is carefully maneuvered into its final resting place with precision, a process we have refined into a science. We take immense pride in orchestrating this operation, ensuring every skid is delivered and positioned efficiently and safely, minimizing disruption while maximizing client satisfaction. This unique approach showcases our commitment to delivering high-quality solutions with professionalism and care, setting us apart in the ice rink industry.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Modern Mechanical Ice Systems will ensure compliance with our Sourcewell agreement by tracking sales in our accounting software and CRM, tagging and logging each transaction, and reconciling quarterly against Sourcewell fee reporting. An Excel-based tracking sheet will record all awards, ensuring accurate pricing. Our experience with similar contracts guarantees a seamless audit process for Sourcewell entities.	*

71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Modern Mechanical Ice Systems is committed to rigorously tracking a comprehensive set of internal metrics to evaluate the success of a Sourcewell agreement, ensuring we maximize value for participating entities while advancing our strategic goals in the ice rink industry. The first metric, Sourcewell-attributed revenue, will be monitored through our accounting software, where all Sourcewell transactions are tagged and aggregated quarterly to assess the financial impact of the agreement relative to our overall revenue streams. This metric allows us to gauge the economic significance of Sourcewell partnerships and adjust our marketing and sales strategies to prioritize high-impact opportunities.</p> <p>The number of Sourcewell-based projects will be tracked via our CRM system, logging each project from initial inquiry to completion, providing a clear measure of engagement volume with Sourcewell entities. By analyzing project counts over time, we can evaluate market penetration and identify trends in demand for our ice rink solutions, enabling targeted outreach to underrepresented sectors or regions.</p> <p>Project profitability compared to non-Sourcewell work will be a critical metric, calculated by reconciling costs, margins, and revenue for Sourcewell projects against our standard contracts in our financial reporting tools. This comparison will highlight the efficiency and cost-effectiveness of Sourcewell's cooperative purchasing model, helping us refine pricing strategies and ensure competitive value while maintaining healthy margins that support our long-term sustainability.</p> <p>Cycle time from lead to signed contract will be meticulously tracked within our CRM, measuring the duration from initial contact to contract execution for Sourcewell projects. By benchmarking this metric against industry averages and our non-Sourcewell projects, we can assess the efficiency of Sourcewell's streamlined procurement process, aiming to reduce timelines and enhance client satisfaction through faster project initiation. Shorter cycle times will also indicate our success in leveraging Sourcewell's framework to simplify purchasing for public-sector clients.</p> <p>Regional adoption trends will be analyzed by mapping Sourcewell project data across geographic areas, using our CRM and Excel-based tracking sheets to identify patterns in uptake by state, province, or territory. This metric will help us understand where Sourcewell's influence is strongest, allowing us to tailor marketing efforts, allocate resources effectively, and pursue growth in emerging markets. For example, we will monitor whether certain regions show higher adoption due to Sourcewell's presence, enabling us to prioritize on-site visits or targeted campaigns.</p> <p>Our extensive experience managing similar metrics for other contracts ensures a seamless implementation of this tracking system, leveraging existing processes to deliver accurate, actionable insights. By consistently monitoring these metrics, we will assess our performance, optimize our approach, and ensure that the Sourcewell agreement delivers mutual benefits, driving growth and satisfaction for both MMIS and participating entities.</p>	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Modern Mechanical Ice Systems proposes a 3% administrative fee on all completed transactions under the Sourcewell Master Agreement, reflecting our recognition of Sourcewell's significant value to its members and the costs associated with market support. This fee ensures fair compensation for Sourcewell's services while maintaining competitive pricing for participating entities. This fee structure is broken out on our pricing document.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Nothing more to add. All better pricing than MSRP.	*

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

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Modern Mechanical Ice Systems offers a comprehensive suite of ice arena solutions tailored for Sourcewell participating entities, designed to deliver high-performance, sustainable, and customizable options for ice rink facilities, available as individual components or bundled turnkey projects; used solutions are not included in our proposal.</p> <p>Our precision-built refrigerated floor systems, available in concrete or sand-based configurations, are engineered for durability and optimal ice quality, accommodating diverse facility requirements with robust construction techniques.</p> <p>Our custom-built chillers, utilizing ammonia, CO2, or F-gas refrigerants, feature the proprietary Beyond Cool control system, which includes floating head pressure technology, programmable logic for energy-efficient dual-rink and off-peak management, and real-time monitoring with alarm reporting for enhanced reliability.</p> <p>Accessories encompass essential rink components such as dasher boards for safety and aesthetics, electric resurfacers for eco-friendly ice maintenance, and rink monitoring equipment to ensure operational efficiency and air quality.</p> <p>Our installation services include expert system integration by in-house technicians, paired with comprehensive training programs providing 20 hours of on-site startup and shutdown instruction, remote operational support, and optional refresher training for new staff, all included in the project scope.</p> <p>Additionally, our engineering and design consultation services deliver stamped plans and regulatory coordination, ensuring compliance with local codes and environmental standards like those of the U.S. EPA, ASHRAE, and IIAR. This integrated approach allows us to provide flexible, high-quality solutions that meet the unique needs of each client, ensuring seamless project execution and long-term performance.</p>	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Modern Mechanical Ice Systems has streamlined our offerings for Sourcewell participating entities by organizing all products and services into our four main pricing categories—Design and Engineering, Construction, Mechanical, and Accessories—without the need for additional subcategories. This approach ensures clarity and avoids confusion, allowing clients to easily understand our pricing structure as presented in the “Final Line-Item Pricing MMIS 2025” document. By consolidating our solutions into these primary categories, we provide a straightforward and transparent framework that simplifies decision-making and supports efficient project planning for all participating entities.	*

**Table 7B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments	
76	Ice resurfacers and edgers including fuel, electric or other power source	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
77	Dasher boards and rink dividers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
78	Ice rink and arena equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
79	Ice rink and arena structural or mechanical equipment and systems, such as refrigeration, ice water treatment, floors, dehumidification, and HVAC	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
80	Services related to the solutions described in subsections 1.a. – d. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*

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

**Line Item 81. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - Final Line Item Pricing MMIS 2025 (Sourcewell) 08-14-2025.xlsx - Thursday August 14, 2025 08:43:12
  - [Financial Strength and Stability](#) - Financial Strengths.pdf - Wednesday August 13, 2025 10:04:55
  - [Marketing Plan/Samples](#) - Marketing Samples - PDFs.pdf - Tuesday August 12, 2025 10:48:21
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Standard Transaction Docs.pdf - Wednesday August 13, 2025 10:25:51
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Testimonials and Highlighted Projects.pdf - Wednesday August 13, 2025 10:29:49

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Cole McDevitt, Vice President , Modern Mechanical Ice Systems LLC

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

☒ **Yes**    ☐ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addenda #1 Ice Rink and Arena Equipment with Related Supplies and Services</b> Tue July 1 2025 08:23 AM	<input checked="" type="checkbox"/>	1